AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, October 14, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

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: Nelly Korda Day
Nelly Korda Day Proclamation
b) Legislative: National White Cane Day
National White Cane Day 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: Resolution 26-76 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan
Resolution 26-76
Scope of Work
Bids Received
Selection of Contractor
b) City Administration: 2027 City of Bradenton Official Calendar
2027 City of Bradenton Official Calendar
c) City Administration: Resolution 26-13 - City of Bradenton Personally Identifiable Information ("PII") Policy
Resolution 26-13
d) City Administration: Resolution 26-74 - Revised Inventory List of Surplus Property Deemed Suitable for Affordable Housing

Resolution 26-74

e) City Administration: Second Amendment to Operations and Maintenance Agreement with Woodard and Curran
Second Amendment to Operations and Maintenance Agreement

f) City Administration: U.S. Department of Housing and Urban Development (HUD) Federal Award
HUD Federal Award Agreement

g) Clerk: Minutes from the September 23, 2026, City Council Budget Hearing
09-23-2026 City Council Budget Hearing Minutes

h) Community Redevelopment Agency: Florida Housing Finance Corporation Local Government Verification of Contribution Form for Newstar Development
Florida Housing Finance Corporation Local Government Verification of Contribution Form
Newstar Development - 1801 3th Avenue East

i) Event Review Committee: Law Enforcement Torch Run Manatee 5K
Application and Site Plan

j) Event Review Committee: LECOM 5K Run the Green Bridge
Application and Site Plan

k) Event Review Committee: Light Up My Life Ride
Application and Site Plan

l) Legislative: Resolution 26-77 - Fire Pension Board Reappointment
Resolution 26-77

m) Police: CentralSquare OneSolution CAD/RMS Cloud Migration and System Upgrade - Utilizing the Florida Department of Law Enforcement Grant Award - BB010 for Year 1

n) Police: Florida Department of Transportation (FDOT) Impaired Driving Enforcement Grant – Project No. M5HVE-2027-00411
FDOT Impaired Driving Enforcement Grant

o) Police: Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds - Project Number RS-2027-00413
FDOT Subgrant for Highway Traffic Safety Funds

p) Public Works & Utilities: Amendment 1 to the Florida Department of Environmental Protection (FDEP) Agreement L0150 for the Lift Station 08 Project
Amendment 1 to Grant Agreement L0150

q) Public Works & Utilities: Amendment 1 to the Florida Department of Environmental Protection (FDEP) Agreement L0154 for the Water Reclamation Facility (WRF) Off Line Storage Pond Project
Amendment 1 to Grant Agreement L0154

r) Public Works & Utilities: Change Order No. 1 for the Tropicana Reuse Tank Modifications
Change Order No. 1

s) Public Works & Utilities: Change Order No. 5 with NDC Construction Company for the Bradenton Police Department Headquarters
Change Order No. 5

t) Public Works & Utilities: Grant Agreement 27SRP03 with the Florida Department of Environmental Protection (FDEP) for the Lift Station 08 Relocation

Grant Agreement 27SRP03

u) Public Works & Utilities: Grant Agreement L0412 with the Florida Department of Environmental Protection (FDEP) for the Water Reclamation Facility (WRF) Injection Well Pump Station Project
Grant Agreement L0412

v) Public Works & Utilities: Utility Easement with Florida Power and Light (FPL) for Parcel IDs 4342800002 and 4343500007 at City Park
FPL Easement for City Park

w) Public Works & Utilities: Work Assignment with GML Coatings LLC for Sanitary Manhole Lining Services
Work Assignment for Manhole Lining Services

x) Public Works & Utilities: Work Assignment with Insituform Technologies, LLC for Sanitary Manhole Lining Services
Work Assignment for Sanitary Manhole Lining Services

y) Purchasing: Agreement PB-26-049JS with The Toro Company
Agreement PB-26-049JS wth The Toro Company

z) Purchasing: Agreement PB-26-046MK with Superior Asphalt, Inc.
Agreement PB-26-046MK with Superior Asphalt Inc.

aa) Purchasing: Amendment No. 3 to Contract 23-010EJ with Stantec Consulting Services, Inc.
Amendment No. 3 to Contract 23-010EJ with Stantec Consulting Services, Inc.

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Police: 2025-2026 Annual Speed Zone Speed Detection Report - PUBLIC HEARING
Speed Camera Program Annual Report FY 2025-2026

b) City Administration: RESOLUTION 26-67 - PUBLIC HEARING
A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY OF BRADENTON, FLORIDA, INCLUDING ALL PHASES OF IRONWOOD CONDOMINIUMS; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution 26-67

c) Planning & Community Development: ORDINANCE 4064 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.62 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4064
Staff Report
Application Materials
Business Impact Estimate

d) Planning & Community Development: ORDINANCE 4081 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED APROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4081
Staff Report
Application Materials
Business Impact Estimate

e) City Administration: ORDINANCE 4086 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-120(l), AND CHAPTER 70, ARTICLE V, SECTIONS 70-177 AND 70-178 OF THE CITY'S CODE OF ORDINANCES TO REMOVE CERTAIN FEE SCHEDULES AND TECHNICAL PROVISIONS; PROVIDING FOR THE CITY COUNCIL TO ESTABLISH UTILITY RATES, FEES, AND CHARGES BY RESOLUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4086

f) Planning & Community Development: Ordinance 4068 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 0.62 ACRES AND OWNED BY CITY OF BRADENTON, TO THE RECREATIONAL / OPEN SPACE (R/OS) FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4068
Staff Report
Application Materials
Business Impact Estimate

g) Planning & Community Development: ORDINANCE 4082 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4082
Staff Report
Application Materials
Business Impact Estimate

h) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4070 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON ZONING ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH ST WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 0.62 ACRES AND OWNED BY CITY OF BRADENTON, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4070

Staff Report

Application Materials
Business Impact Estimate.pdf

i) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4083 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON ZONING ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4083
Staff Report
Application Materials
Business Impact Estimate

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

a) Event Review Committee: DeSoto Heritage Festival Grand Parade
Application and Site Plan

b) City Administration: Purchase and Sale Agreement for 1310 4th Avenue West
Purchase and Sale Agreement

c) City Administration: Purchase and Sale Agreement between City of Bradenton and PHBGF Ventures, LLC for Parking and Sidewalk Areas
Purchase and Sale Agreement

d) City Administration: Review of the Quarterly "Face It, Fix It" Initiative
Quarterly Capital Projects Update

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: October 14, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Nelly Korda 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:
Nelly Korda 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

Nelly Korda Day
November 2, 2026

Whereas, Nelly Korda was born in Bradenton, Florida to her proud parents, Petr and Regina. Nelly comes from a family of professional athletes as her parents were professional tennis players; and

Whereas, the City of Bradenton is proud of Nelly's outstanding achievements through her record-breaking LPGA accomplishments and community youth golf initiatives; and

Whereas, Nelly remains committed to being a role model for youth and helping them achieve their athletic aspirations through perseverance and education; and

Whereas, she has honorably represented the City of Bradenton and her country with her gold medal win for Team USA at the Tokyo Olympics; and

Whereas, Nelly is a consummate athlete and demonstrates integrity both on the fairways and at community events; and

Whereas, the City of Bradenton wishes her congratulations on her number 1 ranking in the Rolex Women's World Golf Rankings. We wish you continued success in your journey to raise the bar higher and reach your goals!

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim ***November 2, 2026,*** as ***Nelly Korda Day,*** and urge all citizens and fellow golfers to send heartfelt congratulations to our iconic hometown athlete.

Gene Brown
Mayor
October 14, 2026

AGENDA ITEM NO. 3.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: National White Cane 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:
National White Cane 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

National White Cane Day
October 15, 2026

Whereas, National White Cane Day, observed annually on October 15, honors the achievements of people who are blind or visually impaired and raises awareness about the rights, safety, and inclusion of all individuals with vision loss; and

Whereas, it is the right of all pedestrians who are blind, using a guide dog, a service dog, a walker, a crutch, an orthopedic cane or a wheelchair to access streets; and

Whereas, Florida Statutes 316.1301(2) and 316.1303 clearly state that drivers must stop to allow pedestrians to cross safely mandating that drivers give the right of way to those pedestrians needing extra assistance; and

Whereas, the white cane is a powerful symbol of independence, mobility, and equal access for individuals who are blind or visually impaired, allowing them to travel safely and participate fully in community life; and

Whereas, the City remains committed to fostering accessibility, promoting public awareness, and supporting individuals who are blind or visually impaired through resources, services, and inclusive community partnerships.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim October 15, 2026, as National White Cane Day and urge all citizens to participate in activities promoting safety for everyone ensuring all residents have a safe place to live, work and play.

Gene Brown
Mayor
October 14, 2026

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-76 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $60,600.00 in Housing Rehabilitation (SHIP) funding to rehabilitate single-family home located in Ward 5 at 1006 28th Street East, Bradenton, FL 34208. The contractor bid submitted by Ellis Enterprises Construction & Development, Inc., for $60,000.00 was determined to be the most responsive bid for this project.

A Barrier Free grant will be applied in the amount of $11,640.00 towards modifications of the bathroom, that will include a walk-in shower and ADA compliant toilet. This grant will reduce the total loan amount to $48,960.00.

FINANCIAL IMPACT:
The City of Bradenton receives SHIP funding on an annual basis for housing related activities. (SHIP Fund 180).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the City Attorney.

SUGGESTED MOTION:
Motion to approve Resolution 26-76.

ATTACHMENTS:
Resolution 26-76
Scope of Work
Bids Received
Selection of Contractor

CITY OF BRADENTON
RESOLUTION NUMBER 26-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION LOAN FOR 1006 28th STREET EAST BRADENTON, FL 34208 FOR $60,600.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Bradenton wishes to preserve its affordable housing stock by providing funds for housing rehabilitation; and

WHEREAS, homeowner, **Maria Dowling** (the "Owner"), was determined eligible to receive assistance with rehabilitation of her home located at **1006 28TH Street East, Bradenton, Florida 34208**; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by Ellis Enterprises Construction & Development, Inc., for $60,600.00, was determined to be the most responsive bid.

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

1. The City of Bradenton hereby approves the Housing Rehabilitation loan in the amount of $60,600.00 to the Owner for the property located at 1006 28th Street East, Bradenton, Florida 34208.

2. The City Housing and Community Development Manager is authorized, pursuant to Resolution 25-26 and Section 2-236 of the City Code, to execute the City of Bradenton Housing and Community Development Division Homeowner Agreement and related documents with the Owners, consistent with this Resolution.

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 14th DAY OF OCTOBER 2026.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

WORK SPECIFICATIONS

Client: Maria Dowling
Property: 1006 28th Street E
Bradenton, FL 34208
Telephone: (941)745-9571

Contact for Information:
DIETRA BARFIELD
CITY OF BRADENTON

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Revised on 10.1.2026

Materials + Labor

1. GENERAL REQUIREMENT WORK WRITE UP

1.00 EACH

GENERAL REQUIREMENT WORK WRITE UP
01.0025 PERMITS AND LICENSES
Contractor shall provide all required sketches and/or drawings as required by the construction permitting authority having jurisdiction. Drawings need not be sealed. Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current license required by the State, County and City.

01.0050 CODE COMPLIANCE
To comply with local and Florida Building Code.

01.0150 CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES
All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

01.0225 GENERAL WARRANTY
Materials installed and work performed shall have a one year Contractor warranty from the date of final acceptance of the work by the Homeowner and Program Administrator. Refer to project Contract for specific requirements concerning warranty.

01.0250 SCHEDULING WORK
Contractor to schedule work between 8:00am and 6:00pm Monday through Friday. Requests to work before or after these hours and on weekends must be approved by the Homeowner. Work requiring a Compliance Inspection by the Program Administrator can ONLY be performed between 8:00am and 5:00pm Monday through Friday. The Contractor is responsible for scheduling and coordinating subcontractor work.

01.0275 COMPLIANCE INSPECTIONS
Contractor to call Program Administrator for inspection of all work that will be concealed from view following completion of work on that item. For example, these inspections frequently include, but are not limited to, 1) inspection of footings, 2) inspection of roof sheathing prior to installation of new felt and shingles and 3) inspection of repaired floors prior to installation of new sub-floor, underlayment and floor coverings. Check each spec to see if a Compliance Inspection is required.

Materials + Labor

Work that has been concealed without a Compliance Inspection may result in payment delays or denials!

01.0325 PROTECT HOUSE CONTENTS FROM DAMAGE DURING WORK
Contractor shall take steps to protect house and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems, and other house contents and components.

01.0500 GENERAL CLEANUP
Contractor to provide clear and safe passage ways in and around structure during project. Contractor to remove debris and building materials from in and around structure being repaired to legal dump site regularly and at the end of the project. In progress and final clean-up to include--but is not limited to--damp wiping, sweeping, mopping, and vacuuming.

General Requirements - DISCLAIMER
HOUSING & COMMUNITY DEVELOPMENT ASSUMES NO RESPONSIBILITY OR LIABILITY.

All work specified is not conclusive. All measurements, and quantities in this work write-up are approximate. Prior to bid submittal, all contractors are required to verify exact measurements, sizes and quantities; and to know job conditions, and to immediatly notify the Housing & Community Development Department of any other necessary work to achieve quality finish products that meet or exceed applicable specs and codes prior to contract signing. The specified items in this work write up DO NOT preempt any current applicable codes enforced by the permitting authority having jurisdiction.

2. OVERHEAD & PROFIT

1.00 EACH

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

3. PAINT EXTERIOR SURFACES OF MASONRY WALLS (*)

2000.00 SF

PAINT EXTERIOR SURFACES OF MASONRY WALLS (*)
Apply sealer if necessary and 2 coats of masonry paint as per manufacturers specification. Homeowner may select up to two colors.

Include the cost of painting non-masonry items, such as doors, trim, gable ends in your bid.

Materials + Labor

4. PRESSURE WASH EXTERIOR WALLS

1.00 DU

PRESSURE WASH EXTERIOR WALLS

5. IMPACT WINDOW, STANDARD SIZE

14.00 EACH

IMPACT WINDOW, STANDARD SIZE
Install standard size impact window to meet Florida Building Code requirements. Window will be Energy Star qualified. Bathroom windows will have obscure glass for privacy. Window screens will be included in the bid.

Front windows:
2 bay windows (3 windows each)
3 single windows (right of the bay windows)

Left side of house: 2 windows

Right side of house: 2 windows

Left rear of home: window by back door

6. ADA-COMPLIANT TOILET

1.00 EACH

ADA-COMPLIANT TOILET
Install and ADA-compliant WaterSense toilet Include solid plastic white seat, plastic supply pipe, anti-syphon ballcock, brass stop valve and wax seal. All work and equipment shall meet all applicable codes.

-Guest Bathroom

7. INSTALL A WALK-IN SHOWER

1.00 EACH

INSTALL A WALK-IN SHOWER
Remove bathtub and surrounding materials and install a walk-in shower, complete with tiled walls, plumbing, fixtures, shower curtain rod and grab bars. Fixtures will include a handheld shower that can be adjusted so that a person can use it sitting down in a shower chair or standing up.

- Guest Bathroom
** Please do not remove tile beyond the shower area

Materials + Labor

9. INSTALL LUXURY VINYL PLANK FLOORING

500.00 SF

Install luxury vinyl plank flooring

Install luxury vinyl plank flooring in specified areas. Customer to select from in-stock flooring with a maximum allowance of $5.00 per square foot.

Replace with Luxury Vinyl Plank:
- Den area (fireplace room)
- Entire Kitchen area
- Back Florida Room

10. REPLACE FLASHING AROUND CHIMNEY

1.00 SF

Replace flashing around chimney
Replace defective flashing around chimney.

- Assess the area around the chimney (within the home) where the ceiling has fallen in for signs of mold. If mitigation needs to be completed before repair, a change order may be submitted for the cost of mitigation.

- Repair and install of drywall. Texture and paint to match the surrounding area as closely as possible.

11. INSTALL TRANSITION STRIPS

8.00 LF

INSTALL TRANSITION STRIPS

Install flooring transition strips in the following areas:

Hall to hall bath
Kitchen to dinning room

12. INSTALL STAIR NOSE MOLDING

8.00 LF

Install stair nose molding
INSTALL STAIR NOSE MOLDING

Install stair nose in the areas indicated, matching the surrounding floor material as clsosely as possible.

-Front room to fireplace room

Materials + Labor

13. TERMITE INSPECTION

1.00 EACH

Termite inspection
Schedule a termite inspection prior to beginning work. A change order may be submitted to cover the cost of treating infestation.

14. TRIM TREE OVERHANGING ROOF

1.00 EACH

TRIM TREE OVERHANGING ROOF
Trim tree limbs overhanging roof so that a vertical clearance of about 8 feet exists between the roof plane and any remaining tree limbs. Clean leaves and debris from roof. Remove debris to legal dump site.

Mango tree- left rear of home

16. REPLACE EXISTING ENTRY LIGHT FIXTURE (*)

1.00 EACH

REPLACE EXISTING ENTRY LIGHT FIXTURE (*)-back door

Remove existing fixture and install new fixture with bulbs. Owner to select fixture using allowance of $75.00.

17. INSTALL A NEW 40 GALLON ELECTRIC WATER HEATER

1.00 EACH

INSTALL A NEW 40 GALLON ELECTRIC WATER HEATER
Remove existing water heater and install a new 40 gallon medium height recovery glass lined. Insulated double-element electric water heater with a 6 year warranty to code. Also install new cut-off valves on water heater and overflow shut-off sensor.

18. REMOVE EXISTING LIGHT FIXTURE (*)

2.00 EACH

REMOVE EXISTING LIGHT FIXTURE (*)

Remove existing fixtures and dispose.

- Located in the front flower bed

19. INSTALL NEW IMPACT GLASS PATIO DOOR

1.00 EACH

INSTALL NEW IMPACT GLASS PATIO DOOR
Install a new sliding glass patio door with low-e impact glass that is Energy Star qualified. Include a screen in the cost of the door.

Materials + Labor

- This door will replace the French Doors located on the left side of the home.

Contractor Bids Received

Date: October 5, 2026

Time: 9:00 a.m.

Project: **Maria Dowling**
1006 28th Street E
Bradenton, FL 34208

Program: SHIP- State Initiatives Partnership Program

Contractor	**Proposal Budget**	Received by:	Date &Time
Ellis Enterprises Construction & Development, Inc.	$60,600.00	Dietra Barfield	10/5/2026 @ 8:47am
Full Circle Reconstruction	$63,996.00	Dietra Barfield	10/4/2026@ 11:45pm
Construction by Cadena	$61,248.00	Vicki White	10/5/2026 @ 9:00am

Opened by:
Vicki White 10/5/2026
HCD Staff Date

RECEIVED
OCT 0 6 2026
BY:

The Friendly City

CITY OF BRADENTON
Housing and Community Development Division
101 Old Main Street
Bradenton. Florida
Phone: (941) 932-9400

Homeowner Selection of Contractor

I, **Maria Dowling,** along with **Dietra Barfield, Housing and Community Development Specialist,** have reviewed all the bids that were received by the City of Bradenton on my behalf for the rehabilitation of my home located at:

1006 28th Street E, Bradenton, FL 34208

The bids that were received are as follows:

Ellis Enterprise	$60,600.00
Herman Cadena	$61,248.00
Full Circle Reconstruction	$63,996.00

I, **Maria Dowling,** select the following contractor and bid to be awarded the contract to rehabilitate my home. I further understand that any contractor that I select must be approved by the Housing and Community Development Manager who retains the right to reject any contractor.

Ellis Enterprise — Contractor

60,600.00 — Bid amount

Maria Dowling — Signature

10-5-26 — Date

Note:

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: 2027 City of Bradenton Official Calendar

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The proposed 2027 City of Bradenton Official Calendar contains holiday observances and dates for City Council meetings. The calendar indicates a single Council meeting for the months of June, July, October, November, and December.

There were not any new holidays added this year, and the calendar does not reflect workshops, special, or emergency meetings, which may be scheduled as required. Modifications to this calendar may be made at the discretion of City Council.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the 2027 City of Bradenton official calendar as presented.

ATTACHMENTS:
2027 City of Bradenton Official Calendar

2027 City of Bradenton Official Calendar

BLUE BOX DENOTES COUNCIL MEETING DATES

RED BOX DENOTES HOLIDAYS & OBSERVATIONS

January

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JAN. 13 & 27 – COUNCIL MEETINGS

February

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

FEB. 10 & 24 – COUNCIL MEETINGS

March

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

MARCH 10 & 24 – COUNCIL MEETINGS

April

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

APRIL 14 & 28 – COUNCIL MEETINGS

May

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MAY 12 & 26 – COUNCIL MEETINGS

June

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JUNE 9 – COUNCIL MEETING

July

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JULY 28 – COUNCIL MEETING

August

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUG. 11 & 25 – COUNCIL MEETINGS

September

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

SEPT. 8 & 22 – COUNCIL MEETINGS

October

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

OCTOBER 13 – COUNCIL MEETING

November

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

NOVEMBER 10 – COUNCIL MEETING

December

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

DECEMBER 8 – COUNCIL MEETING

HOLIDAYS AND OBSERVANCES

January 1 – New Year's Day	July 5 – Independence Day	December 24 – Christmas Eve
January 18 – Martin Luther King Jr. Day	September 6 – Labor Day	
February 15 – Presidents Day	November 11 – Veterans Day	
March 26 – Good Friday	November 25-26 – Thanksgiving Holidays	
May 31 – Memorial Day	December 23 – Christmas Holiday	

This calendar does not reflect special or emergency meetings which may be scheduled as required. Modifications to this calendar may be made at the discretion of the Bradenton City Council.

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-13 - City of Bradenton Personally Identifiable Information ("PII") Policy

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Florida Information Protection Act ("FIPA") requires that businesses and government entities implement reasonable security measures to protect personal information and to report data breaches to affected individuals and the State Attorney General.

As the City collects, creates, maintains, uses, and transmits personally identifiable information ("PII") in the operation of normal business activities, the Council wishes to memorialize a policy that sets forth the requirements for the proper handling and security of such to safeguard against inappropriate access to PII and to ensure the confidentiality and integrity of sensitive confidential information.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters.

SUGGESTED MOTION:
Motion to approve Resolution 26-13.

ATTACHMENTS:
Resolution 26-13

CITY OF BRADENTON
RESOLUTION NUMBER 26-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE CITY OF BRADENTON PERSONALLY IDENTIFIABLE INFORMATION (PII) POLICY; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Information Protection Act ("FIPA") requires that business and government entities implement reasonable security measures to protect personal information and to report data breaches to affected individuals and the State Attorney General; and

WHEREAS, the City, in the operation of normal business activities collects, creates, maintains, uses, and transmits personally identifiable information ("PII") associated with the City including, but not limited to, its constituents, employees, customers, Council members, vendors, consultants, and contractors; and

WHEREAS, the City is committed to safeguarding against the inappropriate access of personally identifiable information and the proper use of the same in compliance with all applicable laws, regulations, and City policies to ensure maintenance of trust and integrity; and

WHEREAS, the City Council wishes to memorialize a policy that sets forth the requirements for the proper handling and security of Personally Identifiable Information ("PII") handled by the City to ensure the confidentiality and integrity of sensitive confidential information.

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

1. The City hereby adopts the City of Bradenton Personally Identifiable Information ("PII") Policy;
2. Said Policy is 6 pages and is attached to and made a part of this Resolution;
3. This Resolution shall take effect immediately upon its adoption and shall repeal and replace all prior resolutions in conflict herewith.

PASSED AND DULY ADOPTED BY THE BRADENTON CITY COUNCIL BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 14th DAY OF OCTOBER, 2026.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

CITY OF BRADENTON PERSONALLY IDENTIFIABLE INFORMATION (PII) POLICY

Approved by City Council – Resolution 26-13 dated October 14, 2026.

PURPOSE: The Florida Information Protection Act ("FIPA") requires that businesses and government entities implement reasonable security measures to protect personal information and to report data breaches to affected individuals and the State Attorney General. The purpose of this policy is to set forth the City of Bradenton's requirements for the proper handling and security of Personally Identifiable Information (PII) handled by the City to ensure the confidentiality and integrity of sensitive confidential information.

SCOPE: This Policy applies to all employees, contractors, and third parties who handle PII collected from customers, employees, and other individuals.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration as it relates to the City's handling and management of personally identifiable information.

DEFINITONS:

- ***Personally Identifiable Information (PII):*** Is information that can be used to distinguish or trace an individual's identity. Either on its own or when combined with other personal or identifying information that is linked or linkable to an individual.

- ***Protected PII:*** Information that could result in harm to an individual whose name or identity is linked to the information, if disclosed. For example, an individual's first and last name in combination with, but not limited to, any of the following:

    a) Age
    b) Place or date of birth
    c) Social security number
    d) Credit card number
    e) Bank account number
    f) Marital status
    g) Mother's maiden name
    h) Passport number
    i) Driver's license number
    j) Biometric identifiers
    k) Medical records

- ***Non-Sensitive PII:*** Information that is not reasonably expected to result in harm to an individual whose name or identity is linked to that information if it is disclosed but could identify an individual. For example:

    a) Work phone numbers
    b) Work address
    c) Email address
    d) Home phone number
    e) Gender
    f) Race
    g) First and last name

- ***Breach:*** Means unauthorized access to data containing personal information.

- ***Customer Records****:* Means any material, regardless of the physical form, on which personal information is recorded or preserved by any means, including, but not limited to, written or spoken words, graphically depicted, or electromagnetically transmitted that are provided by an individual to the City for the purpose of completing a survey, registration, application or obtaining a service.

- ***Data in Electronic Form****:* Means any data stored electronically or digitally on any computer system or other database and includes recordable tapes and other mass storage devices.

PROCEDURES:

The City, in the operation of normal business activities collects, creates, maintains, uses and transmits personally identifiable information associated with the City including, but not limited to, constituents, employees, customers, Council members, vendors, consultants and contractors. The City is committed to safeguarding against the inappropriate access of personally identifiable information and the proper use of the same in compliance with all applicable laws, regulations and City Policy to ensure maintenance of trust and integrity.

PII may be obtained or provided in connection with completion of a web form, survey tool or application for employment or services with the City of Bradenton.

A. Safeguards – Data Handling & Protection Procedures:

The requirements of safeguarding PII apply to all records whether in paper or electronic format, such as e-mail, spreadsheets, web forms/applications, databases and file sharing services. In addition to

compliance with all legal and policy requirements related to PII, the City limits the use, collection, storage and transmission of PII to that which is necessary for a legitimate business purpose.

City Departments that are custodians of record of information containing PII must apply appropriate safeguards to protect its confidentiality. Each Department or Division shall create Standard Operating Procedures ("SOPs") and require all employees to receive appropriate training prior to gaining access to systems containing PII.

Standard Operating Procedures may be unique to each department based on the business purpose for which the information is collected, used, transmitted, or stored, but all SOPS shall include the following:

- PII must only be collected through lawful means
- The Information collected must be relevant to a legitimate business need and accessed only by those having a legitimate business need
- Departments or Divisions will ensure that PII used during the performance of a grant award has been obtained in conformity with applicable Federal and State laws governing confidentiality of information
- PII may not be disclosed externally without the express consent of the subject or as required by Law, where no exemption applies
- All PII collected must be protected against unauthorized access, use, loss or improper disclosure
- PII may not be externally transmitted without appropriate security controls such as encryption, authentication of recipients and password protection of files
- All PII data shall be stored in an area that is safe from access by unauthorized persons
- SSL/TLS encryption shall be used to protect personal information transmitted during online transactions
- Documents containing PII must be stored in secured cabinets or rooms and may not be left on desks or in other locations that are visible to individuals not authorized to access the PII
- PII may only be stored or maintained as long as required for business purposes and in compliance with City of Bradenton's Records and Retention Policy
- Once PII is no longer needed or required to be retained, it must be destroyed or disposed of. Disposal shall include shredding, erasing or otherwise modifying the PII to make it unreadable or undecipherable through any means

B. *Employee Training*:

Each Division or Department is responsible for ensuring that all employees with access to PII are appropriately trained in their responsibilities with regard to the proper handling of PII in compliance with all state and federal regulations and all Information Technology and City of Bradenton Policies. At

orientation, new hires will be assigned a basic training session on securing client personal data. Additionally, all employees must be provided with a copy of this Policy to ensure that they are aware of the consequences of improper disclosure. Each employee having access to, using, transmitting, handling or receiving PII in the performance of their duties will be required to sign an acknowledgement that they have read and understand this Policy.

C. *Handling of Data Breaches*:

Upon the discovery of a security breach or other improper disclosure of PII by an employee of the City, or in the event of a notification of a security breach of a system maintained by a third-party agent, the City shall provide notice to individuals affected by the breach as required by F.S. 501.171. Said notification will be handled at the direction of the City Administrator or designee.

The City's Public Information Manager will provide notice of the security breach to individuals affected by mail or email as expeditiously as practicable, but no later than 30 days. The notice must include the following information:

- The date, estimated time, or estimated date range of the breach of security
- A description of the personal information that was accessed or reasonably believed to have been accessed as part of the security breach
- Information that the individual can use to contact the City to inquire about the breach of security and the personal information that the City or third-party agent maintained about the individual

The City's Public Information Manager will also post a conspicuous notice on the City's website and provide a press release to broadcast media, including major media in urban and rural areas where the affected individuals reside. Substitute notice is authorized if the City does not have contact information for the individuals affected. The notices on the website and press releases mentioned herein are satisfactory forms of substitute notice.

In a situation where the security breach affects 500 or more individuals, the City Public Information Manager will notify the City Attorney who will be responsible for providing written notice to the Florida Department of Legal Affairs. That notice must include the following:

- A synopsis of the events surrounding the breach at the time notice is provided
- The number of individuals who were or potentially have been affected by the breach
- Any services related to the breach being offered or scheduled to be offered, without charge, by the City to individuals, and instructions on how to use such services
- A copy of the notice provided to individuals related to the breach and any actions taken by the City or a third-part agent as a result of the breach

- The name, address, telephone number, and e-mail address of the employee or agent of the City from whom additional information may be obtained about the breach

If the security breach affects more than 1,000 individuals, the City Public Information Manager will notify the City Attorney who will be responsible for providing written notice to all consumer credit reporting agencies that compile and maintain files on consumers on a nationwide basis, (as defined in the Fair Credit Reporting Act), of the timing, distribution and content of the notices.

If a federal, state or local law enforcement agency determines that notice to the required individuals would interfere with a criminal investigation, the notice shall be delayed upon the written request of the law enforcement agency for a specified period of time determined by the law enforcement agency to be reasonably necessary, pursuant to F.S. 501.171(4)b).

D. *Public Records*:

Chapter 119 of the Florida Statutes provides that Florida's public records are subject to disclosure under the Florida open records law. Records are only shielded from disclosure where an exemption exists. PII maintained by the City of Bradenton as a matter of conducting business can be requested by anyone at any time, and if the information has not been designated as confidential or exempt, it must be provided.

The determination that certain PII is non-sensitive does not mean it is publicly releasable. Florida Statute 119.071 defines the general exemptions for public records. Any request for release of information must be directed to the City's Records Management Liaison Officer.

E. *Compliance*:

Violations of this policy, whether known or suspected, **must** be reported immediately. Any user found in violation of this policy may be subject to disciplinary action up to and including termination of employment. Violations may also result in criminal and/or civil penalties, where appropriate.

Any known or suspected violation should be reported to the Information Technology Director, Public Information Manager and City Administrator.

CITY OF BRADENTON PERSONALLY IDENTIFIABLE INFORMATION (PII) POLICY

EMPLOYEE CERTIFICATION

I hereby certify by my signature below that I have been provided with a copy of the City of Bradenton Personally Identifiable Information Policy; that I have read and understand the requirements contained therein, and that I agree to comply with the requirements of this policy as now written or amended in the future.

Date: _____ Signed by:_____

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-74 - Revised Inventory List of Surplus Property Deemed Suitable for Affordable Housing

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Pursuant to F.S. Section 166.0451 a public hearing was held at the September 23, 2026 City Council meeting to review and approve a revised inventory list of surplus properties deemed suitable for affordable housing. The attached Resolution contains the revised inventory list approved by Council at that meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters.

SUGGESTED MOTION:
Motion to approve Resolution 26-74.

ATTACHMENTS:
Resolution 26-74

CITY OF BRADENTON

RESOLUTION NUMBER 26-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING A REVISED INVENTORY LIST IDENTIFYING CITY PROPERTY DEEMED APPROPRIATE FOR USE AS POTENTIAL AFFORDABLE HOUSING PURSUANT TO SECTION 166.0451, FLORIDA STATUTES; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.0451, Florida Statutes, requires that every three years, each local government prepare an inventory of all real property within its jurisdiction to which the local government or any dependent special district within its boundaries holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, as required by Section 166.0451, Florida Statutes, City Council reviewed the list of affordable housing properties on September 23, 2026, a revised inventory list is attached hereto and will be made publicly available on the City's website to encourage potential development; and

WHEREAS, the City wishes to approve the attached revised inventory list of real property within the City of Bradenton to which the City of Bradenton or any dependent district within its boundaries holds fee simple title that is appropriate for use as affordable housing.

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

1. The City of Bradenton hereby approves and adopts the revised inventory list attached as Exhibit "A" as appropriate for use as affordable housing.

2. The real properties identified in the revised inventory list attached as Exhibit "A" shall be offered for affordable housing in any one of the methods provided for in Section 166.0451, Florida Statutes, subject to the discretion of the Council to consider any offers received in the best interests of the City. The term "affordable" has the same meaning as in Section 420.0004(3), Florida Statutes.

3. The City of Bradenton is hereby authorized to further review and conduct any necessary and reasonable due diligence for the real properties identified in the inventory list to further determine the feasibility of those real properties for use as affordable housing, and to take such further action as necessary and appropriate to comply with the requirements of Section 166.0451, Florida Statutes.

4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

5. 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 14TH DAY OF OCTOBER, 2026.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

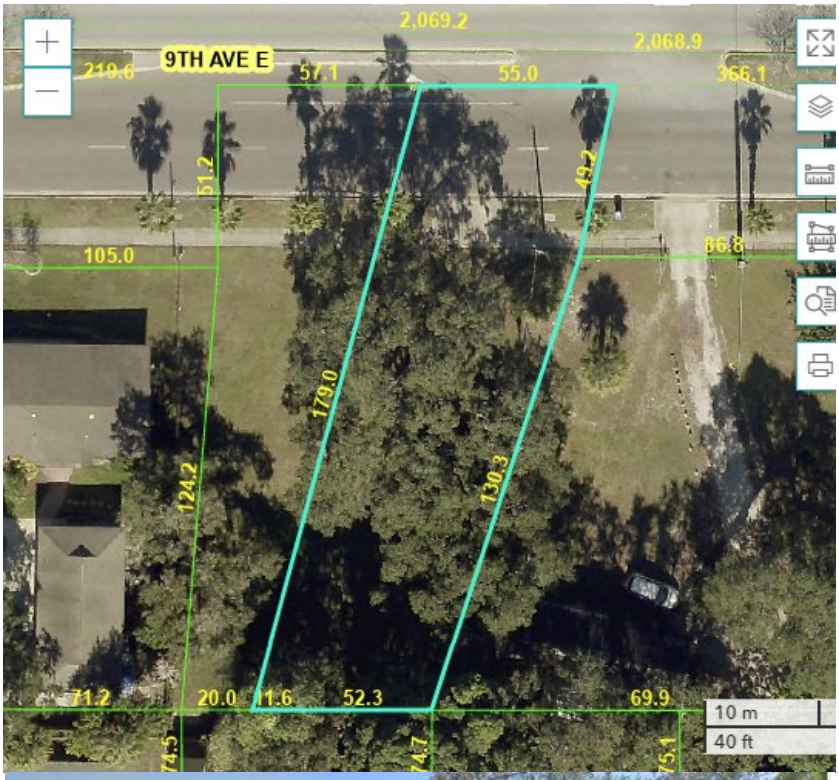
APPROVED AS TO FORM:

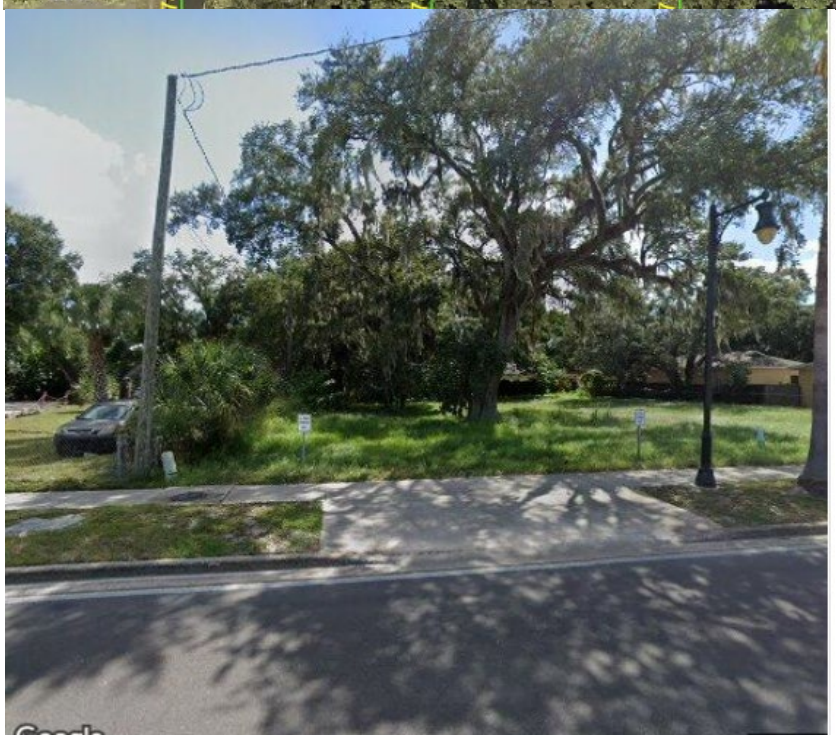
_____
Scott Rudacille, City Attorney

Vacant Lot

530 9th Avenue East
Bradenton, FL

PID# 4594500003; 0.1102 acres mol





P

Vacant Lot

528 9th Avenue East
Bradenton, FL

PID# 4589610007; 0.1102 acres mol





AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Amendment to Operations and Maintenance Agreement with Woodard and Curran

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton and Woodard and Curran ("W&C") entered into and Operations and Maintenance Agreement which was adopted by City Council on March 26, 2025, under which W&C would provide certain operations and maintenance services to the City in connection with the City's wastewater reclamation system. An Amendment to that Agreement was adopted by City Council on November 12, 2025 to expand W&C's operations and maintenance services to include the City's collection system and mechanical department.

This Second Amendment supplements the provisions of Sections 1.03, 3.09 and Sections 2 and 15 of Exhibit B of the Agreement to outline the roles and responsibilities of W&C relative to emergency operations. This Amendment was recommended by the Florida Department of Emergency Management to ensure the City's that any time and/or money spent by W&C during emergency operations would be reimbursable by FEMA.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Blalock Walters.

SUGGESTED MOTION:
Motion to approve the Second Amendment to Operations and Maintenance Agreement with Woodard & Curran and authorize execution of the same by the Mayor.

ATTACHMENTS:
Second Amendment to Operations and Maintenance Agreement

SECOND AMENDMENT TO
OPERATIONS AND MAINTENANCE AGREEMENT

THIS SECOND AMENDMENT to that certain OPERATIONS AND MAINTENANCE AGREEMENT (the "**Amendment**") is entered into by and between THE CITY OF BRADENTON, a Florida municipal corporation (the "**City**"), and WOODARD & CURRAN, INC, a Maine corporation ("**W&C**"), on this 14th day of October, 2026 (City and W&C shall collectively be referred to hereinafter as the "Parties").

RECITALS:

WHEREAS, the Parties entered into that certain Operations and Maintenance Agreement adopted by the City Council on March 26, 2025 (the "Agreement"), under which W&C agreed to provide certain operations and maintenance services to City in connection with the City's wastewater reclamation system; and

WHEREAS, the Parties entered into that certain amendment adopted by the City Council on November 12, 2025, amending the Agreement to expand W&C's operations and maintenance services to include the City's collection system and mechanical department (the "First Amendment"); and

WHEREAS, the Parties desire to amend the Agreement to supplement the provisions of Section 1.03, 3.09, and Sections 2 and 15 of Exhibit B of the Agreement, to further outline the roles and responsibilities of W&C relative to emergency operations; and

WHEREAS, the Parties desire that, except as modified by the terms of this Amendment, all other terms, covenants, and conditions of the Agreement, and the rights and obligations of the City and W&C thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

NOW THEREFORE, in consideration of the mutual promise contained herein and for good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals in the "WHEREAS" clauses are incorporated herein by reference and made a part of this Amendment.

2. **Amendments to Agreement.** The Agreement shall be amended to include **Exhibit "D"** as a new exhibit, and attached sub-exhibits, which shall state as follows:

Personnel Transition. As part of the assumption of the Operations and Maintenance of the City's Wastewater Reclamation Facility ("WRF") by W&C, personnel who were existing and employed by the City of Bradenton were transitioned to W&C employees in two separate periods. On May 5, 2025, eleven (11) employees of the City of Bradenton were transitioned to employees of W&C, and one (1) employee was hired directly by W&C through a temporary staffing agency. On January 5, 2026, the remaining eleven (11) City of Bradenton employees previously working at the City's Mechanical Division and/or Collections Division were transitioned to W&C employees and one (1) additional employee was hired by W&C through a temporary staffing agency.

At this time, all twenty-four (24) personnel working at the City's Water Reclamation Facility and/or Mechanical and Collections Divisions are W&C employees and all employees were eligible for full benefits upon the date of their transition.

A. **Responsibilities of Woodard & Curran Relative to Emergency Operations.**

1. In an emergency affecting the safety of persons or property, and under the terms and limitations contained in the Agreement, W&C may act with emergency protective measures to prevent threatened damage, injury, or loss.

2. Emergency protective measures contemplated herein for a facility managed by W&C during an emergency event are mutually agreed by the Parties, pursuant to the Agreement, and contained within the Emergency Response Plan and Hurricane Action Plan attached hereto and incorporated herein as **Exhibits "D-1"** and **"D-2,"** respectively.

B. **Emergency Operations Documentation & Tracking.**

Once a declaration of emergency has been issued by the City Council, W&C employees engaged in emergency protective measures must begin tracking their disaster-related time, equipment usage, materials and costs incurred using the Florida Recovery Obligation Calculation (F-ROC) forms. The forms to be utilized are:

- Daily Activity Report – Individual
- Sign In Sheet – for any meetings held
- Equipment Inventory Log
- Unstaffed equipment usage log
- On-Hand Materials and supplies usage
- Fringe benefit calculation sheet

F-ROC forms must be completed electronically on a daily basis using Excel, saved and submitted electronically to the person in the Public Works Department who is named as the FEMA representative. If an employee is completing both disaster and non-disaster related duties during an event, the form must be completed listing both. The City Administrator shall determine when the documentation and tracking requirements for emergency operations are no longer in effect.

C. **Emergency Operations Invoicing.**

W&C will separately invoice the City for all emergency operations related labor, equipment usage, repairs and supplies separately from their regular invoicing under the Agreement.

D. **W&C Employee Compensation.**

W&C does not have a separate emergency pay policy. The following provisions apply to their On-Call Compensation and Pay Practices:

The standard workweek for Woodard & Curran is 40 hours and begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday. Woodard & Curran is on a bi-weekly pay schedule (26 pay periods annually).

Non-exempt employees are required to receive time and ½ overtime pay for any hours worked in excess of 40 hours during the standard work week as defined by the employer. Where state law imposes more stringent requirements, Woodard & Curran will follow the more stringent requirement. Woodard & Curran chooses to include Vacation, Holiday, and Floater hours in the overtime calculation of time and ½ overtime in most cases. In the O&M Business Unit (O&M BU), some employees are scheduled for different shifts based on the week, such as one week a 36 hour work week and the next week a 48 hour work week. In these instances, if an employee goes on vacation the week they are scheduled to work 48 hours, they may enter 48 hours of vacation time. However, the 8 hours over 40 hours is paid out as straight time overtime (SOT). Also, in the O&M BU, if an employee is scheduled for a 48 hour work week and is sick the whole week, they will be paid for 40 hours of sick time. They may enter vacation or floating holidays to get paid out the 48 hours at straight time. Sick time is not considered hours worked for the purpose of calculating overtime. All non-exempt employees must maintain daily/weekly work time records of the total hours worked each week, which are electronically signed by the employee.

On-Call Work.
On-call compensation is applicable to employees only when the following conditions are met:

- Employee classification is non-exempt or exempt SOT (straight time overtime);
- Employee works at a facility which is not staffed 24 hours a day;
- Employee is assigned by their people leader to fulfill the "on-call" responsibility for that week;
- No other employee within the project is fulfilling the "on-call" responsibility for that week;
- (except in limited circumstances described below); and
- The project has at least two full-time regular employees on staff.

Employees who meet these conditions are eligible for $200.00 per standard workweek of additional compensation (the standard workweek begins at 12 a.m. Sunday and ends at 11:59 p.m. Saturday). If the municipality or CBA dictates a different amount, the higher of the amounts prevail. This additional compensation is included as wages and is taxable.

Call-In Time.
Employees are guaranteed two hours' pay as a minimum for call-in time. The call-in resets after two hours. Therefore, it is not in effect if the employee is called back within the first two-hour timeframe but is in effect if the employee is called back after the first two hours are finished. Call-in time is paid from the time the employee leaves their home to the time they return home after troubleshooting the issue. In the event the employee can resolve the

cause of the call-in themselves from home or other remote location, the employee is paid a guaranteed one hour minimum for call-in time.

Call-in time is counted toward hours worked and as such is used to calculate overtime. Non-exempt and SOT employees receive time and one half or SOT, respectively, for any hours worked over 40 hours per week. Where state overtime laws differ, the more generous standard applies.

E. **Miscellaneous.**

To the extent there are changes to either the Emergency Response Plan or that Hurricane Action Plan as allowed under the Agreement, such changes shall be included by reference and amend those included in Exhibits D-1 and D-2. Modifications to Exhibits D-1 and D-2 may be made administratively and shall not require a written amendment to the Agreement; provided that, such modifications are approved in writing by both the City Administrator and Brian Bzdawka, President of O&M .

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Amendment upon the terms and conditions above stated, this 14th day of October 2026.

Brian Edward Bzdawka, as President of O&M
Woodard & Curran, Inc.

October 5, 2026
Date

Gene Brown
Mayor, City of Bradenton

October 14, 2026
Date

Rob Perry
City Administrator, City of Bradenton

October 14, 2026
Date

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APPENDIX A

Bradenton, FL Water Reclamation Facility
EMERGENCY ACTION AND FIRE PREVENTION PLAN

These written worksite-specific procedures are established to document the appropriate measures to take in the event of emergency situations, and to ensure the safe escape of building occupants wherever evacuation is necessary. These procedures are part of, and are to be used in conjunction with, Woodard & Curran's Health & Safety Manual, Chapter 7: Emergency Preparedness. When used in combination with our corporate policy, this completed template meets the compliance requirements of the OSHA standards on Emergency Action Plans [29 CFR 1910.38] and Fire Prevention Plans [29 CFR 1910.39Roles and Responsibilities

The sections below outline emergency action and fire prevention responsibilities for personnel associated with this location. Those employees serving as Emergency Coordinator and back-ups, Health & Safety, etc. or with other special responsibilities (e.g., shutdown of critical operations) are outlined in the table included as Attachment A.

1.1 MANAGEMENT

1. Ensure site-specific written emergency preparedness plans are developed and implemented.
2. Ensure employees are trained in specific emergency procedures based on their location and their individual responsibilities.
3. Ensure that drills are conducted at least annually.

1.2 HEALTH & SAFETY

1. Work with the project manager to develop and implement worksite-specific emergency action procedures.
2. Coordinate training at the locations.

1.3 EMERGENCY COORDINATOR

1. Take charge in the event of an emergency situation. Serve as the top of the chain of command (until responding emergency personnel arrive) to issue clear instructions and help avoid chaos and confusion.
2. Help ensure that all employees are following established safety procedures, and that employees are not putting themselves at risk by attempting to respond to spills and other emergency situations outside their training and capabilities.
3. Account for employees at the evacuation rally point.
4. Notify Human Resources with the names of unaccounted for employees for assistance in confirming location of employee.

5. Help ensure a safe and orderly evacuation by reminding occupants to stay calm, avoid running, and exit immediately to the evacuation assembly area(s).
6. Act as a liaison with any responding emergency personnel.

1.4 HUMAN RESOURCES

1. Attempt to locate employees who are unaccounted for during evacuation by following the Human Resources Emergency Contact Procedure which includes contacting the employee, the employee's People Leader, and the employee's emergency contact (in WorkDay) based on list provided by the Emergency Coordinator upon evacuation.

1.5 DESGINATED FIRST RESPONDERS

1. Maintain First Aid/CPR training and/or fire extinguisher training, as appropriate.
2. Provide medical assistance to employees within the scope of training until emergency officials arrive.

1.6 EMPLOYEES

1. Follow emergency procedures as assigned and directed.
2. Participate in training programs.
3. Report all emergencies and facts on events relating to emergency situations (e.g., cause of accident, etc.)
4. Maintain up-to-date cellular and emergency contact information in WorkDay.

1.7 CONTRACTORS

1. All WC contractors must comply with the requirements of this plan. As part of the contract agreement process and prior to beginning work on-site, contractors will be informed of possible site hazards, emergency reporting instructions, and evacuation procedures. Contractors shall participate in drills if they are working on-site at the time of the drill. Contractors that refuse to comply with the site procedures shall be reported to office/plant management for a performance review.

2. FIRE PREVENTION

Site-specific information on fire prevention is provided in Attachment B.

3. REPORTING PRACTICES

The section below provides an overview on emergency reporting. The preferred means of reporting each type of emergency is also outlined in the appropriate emergency action procedure.

3.1 NOTIFICATION

2. Notify other employees by cell phone.

3. Notify Charles Tanner – Project Manager (Fred Rogers– Area Manager) as soon as it is safe to do so.

3.2 EMERGENCY DETECTION AND ALARM SYSTEMS

4. The plant does not have a fire detection or suppression system.

4. EVACUATION PROCEDURES AND ROUTES

4.1 EVACUATION PROCEDURES

5. The evacuation signal is by cell phone.
6. The evacuation rally point is:
    a. WWTP: Outside main entry gate (North Gate Near Methanol Tank)
    b. Tropicana & Mixon Ground Storage Tank: Main Entry Gates
7. When an evacuation is required exit the building via your assigned route and report to your Emergency Coordinator at the rally point. If you are away from your usual work place, leave via the nearest exit and report to the assigned rally point.
8. The lead at the plant is responsible for taking a head count to ensure that all employees are out.
9. Visitors and contractors that may be on-site will be accounted for by checking the visitor logbook to ensure all have left the facility and been accounted for.
10. The Emergency Coordinator, or designee, notifies Health & Safety about unscheduled evacuations as soon as it is safe to do so.
11. *Unaccounted for employees:* The Emergency Coordinator notifies Emergency Responders about unaccounted for employees and contacts Human Resources with:
    - Their own name.
    - Location.
    - Contact number.
    - Names of unaccounted for employees.
12. Human Resources attempts to reach unaccounted for employees via the Human Resources Emergency Contact Procedure.
13. Human Resources reports employee status updates to the Emergency Coordinator. The Emergency Coordinator relays status updates to Emergency Responders.

4.2 EVACUATION ROUTES

1. All employees are to familiarize themselves with the evacuation route for their area.
2. See Attachment C for a map of the facility with the evacuation route marked.

5. EMERGENCY ACTION PROCEDURES

Procedures for location personnel to follow in the event of an emergency are included in Attachment D. These include procedures for:

- Evacuation
- Fire
- Chemical Spills and Releases
- Personal Injury/Exposure
- Utility Failure
- Natural Disaster/Extreme Weather
- Manmade Threats

6. CRITICAL OPERATIONS

None. Employees are to follow evacuation procedures immediately.

7. RESCUE AND MEDICAL DUTIES

According to OSHA, if you are not in "near proximity" to medical help, then you must have trained personnel on-site. The OSHA interpretation of the term "near proximity" depends on the risk of serious injury at the location. In areas where accidents resulting in suffocation, severe bleeding, or other life threatening or permanently disabling injury or illness can be expected, a 3-to-4-minute response time, from time of injury to time of administering first aid, is required. If serious injury is unlikely, a longer response time, such as 15 minutes, is acceptable. Make a determination as to how likely it is that serious injury could occur, then check on response times for medical help in your community.

7.1 FIRST AID & CPR

3. Employees of the Bradenton, FL project are not considered to be "in near proximity" to medical help and, therefore, have medical duties under this program. All employees are trained and currently certified in first aid/CPR/AED.

7.2 OUTSIDE MEDICAL ASSISTANCE (LIFE-THREATENING SITUATIONS)

1. Call 911 for emergency medical assistance.
2. Response time to this facility is 10 minutes.
3. The closest hospital is Manatee Memorial (206 2nd St East Bradenton, FL 34208). If emergency transportation is required, call EMS. Do not attempt to transport a seriously injured person to the hospital. If their condition gets worse, you cannot help them if you are driving a car.
4. Please see Attachment E for directions to the nearest hospital.
5. Call 911 for rescue assistance.

7.3 OUTSIDE MEDICAL ASSISTANCE (NON-LIFE-THREATENING SITUATIONS)

If an employee experiences a work-related injury or illness that may require medical attention, but is not life-threatening, the employee should:

1. Notify their People Leader.
2. Call the Nurse Hotline for medical advice and/or to schedule an appointment with a nearby occupational medical clinic. More information about the Nurse Hotline is available in Woodard & Curran's Health and Safety Manual, Chapter 5: Incident Reporting.

8. TRAINING

1. Woodard & Curran employees are provided with initial training on the following:
    - Means of reporting fires and other emergencies.
    - Escape procedures and escape route assignments, including evacuation assembly areas.
    - Critical operations shutdown procedure, if applicable
    - Procedure to account for all personnel.
    - Rescue and medical duties assignment.
    - Other elements of this policy and the site plan that are necessary for self-protection.
    - Identification of responsible persons for further information; and
    - Fire hazards of the materials and processes to which they are exposed.
2. Individuals with special roles (e.g., emergency coordinator, critical operations shutdown, etc.) must also receive training on their specific responsibilities.
3. Training will be repeated when this location plan changes, when job assignments related to emergency action and fire prevention change, or as otherwise needed for refresher.
4. Contractors and any visitors that may be left unescorted will also be apprised of the emergency procedures for the location. Contractors read a Safety Orientation form that outlines the procedures and a sign is posted near the front entrance which also outlines steps to be taken in the event of an emergency.

9. ADDITIONAL INFORMATION

1. Greg Weeks – Project Manager may be contacted for further information about this plan.
2. A copy of this plan is available at the project's Microsoft Teams channel Safety Folder.

LIST OF ATTACHMENTS

Attachment A: Emergency Contact Table
Attachment B: Fire Prevention Plan
Attachment C: Location Map with Evacuation Routes
Attachment D: Emergency Action Procedures
Attachment E: Directions to Hospital/Clinic

Attachment A

Emergency Contacts

Bradenton, FL Location Emergency Contacts

WOODARD & CURRAN PERSONNEL

Chuck Tanner – Lead Operator / Backup Emergency Coordinator	941-284-0593
Jeara Betancourt – Operator	813-550-9521
Anthony Donisi – Operator	941-462-8639
Christopher Facer – Operator	770-713-5812
Kyle Jackson – Operator	941-499-6179
Ryan Harmon – Operator	941-565-2238
Denzel Simons – Operator	941-334-9257
Thomas Thiel – Operator	419-304-7598
Richard Widner – Operator	941-518-3756
Tracy Walker- Lead Mechanic	941-716-2714
Fred Rogers – Area Manager	860-960-6357
Annah Jensen Compliance specialist	954-851-6163
Morgan Herbert – Admin assistant	941-807-4009
Steve Lindemann - O&M Health & Safety Manager	636-389-6131 or 314-740-1652
Renae Schield – O&M Health & Safety Specialist	636-223-8072 or 618-301-2909
Kyle McKee – O&M Health & Safety Manager	636-389-6123 or 217-251-1487
Shannon Eyler – VP of Health & Safety	207-558-3803 or 207-807-0713
Wendy Foreman – Health & Safety Administrator	207-558-3842 or 207-671-7919

WOODARD & CURRAN HUMAN RESOURCES CONTACT LIST (Emergency Coordinator to call W&C HR in listed order until someone is reached for assistance in contacting unaccounted for employees during evacuation)

Linsay McAuliffe (EST)	207-590-8378
Krista Marston (EST)	207-233-3909
Emilia Ortega (EST)	603-988-4850
Diane Abramson (EST)	508-523-4249

CLIENT PERSONNEL

Lance Williams – Chief Operating Officer	941-932-9433
Rob Perry – City Administrator	941-932-9442
Irvin Lee – Director of Public Works	941-290-9398
Ed Ferrance - Deputy Director	941-290-9369
Kim Clayback,- Engineering Mgr.	941-290-9355
Brian Norman - Environmental Compliance Engineer	941-290-9385

POLICE

City of Bradenton Police Department	941-932-9300 or 911

FIRE

Bradenton Fire Department	941-932-9600 or 911

RESCUE / MEDICAL EMERGENCY 911

MEDICAL

Manatee Memorial – life-threatening	941-746-5111
Nurse Hotline (non-life-threatening)	888-449-7787

POISON CONTROL CENTER 800-682-9211

HAZARDOUS MATERIALS EMERGENCIES 911

ENVIRONMENTAL EMERGENCIES

National Response Center	800-424-8802
FDEP (24 Hour #)	407-897-4100

UTILITIES

Florida Power and Light (Daytime: Jeff Keene 941-460-1194 or 941-270-1540 Jeff.Keene@FPL.com)
After Hours: 1-800-468-8243)

CITY OF BRADENTON ON-CALL SERVICE (CBSI) 770-767-3474

Attachment B

Fire Prevention

1. FIRE PROTECTION EQUIPMENT

In the event of fire, several types of equipment are available to help protect occupants and also, in some cases, our property. Fire protection equipment includes fire extinguishers.

1.1 FIRE EXTINGUISHER

Extinguishers are to be used by occupants if necessary to aid in escape. Only those employees who have participated in initial and annual refresher training on extinguishers may use them to aid in incipient stage firefighting.

Extinguishers are inspected monthly by project staff to ensure that each extinguisher:

- Is located in the designated spot.
- Is not obstructed in access or visibility.
- Has visible operating instructions and nameplate has unbroken seals.
- Indicates pressure is in the operable range, and
- Has no physical damage, corrosion or leakage.

The inspection tag is dated with the month and initialed for every inspection. Annual extinguisher maintenance and periodic hydrostatic testing in accordance with OSHA 29 CFR 1910.157 is conducted by PYE BARKER (1645 12th St Sarasota, FL 34236 – 941-366-6370).

2. WORKPLACE FIRE HAZARDS, IGNITION SOURCES AND CONTROLS

Major fire Hazards	Proper Handling Procedures	Proper Storage Procedures	Potential Ignition Sources	Type of Fire Equipment or Systems to Control a Fire
Diesel Fuel	Containers should be bonded and grounded for transfers to avoid static sparks. Avoid contact with skin and eyes, and breathing of vapors by wearing proper PPE.	Store in a cool, dry well-ventilated location away from incompatible substances and sources of heat or ignition. No smoking.	Heat, sparks, open flame	Fire extinguishers

All project staff are responsible for the control of fuel source hazards.

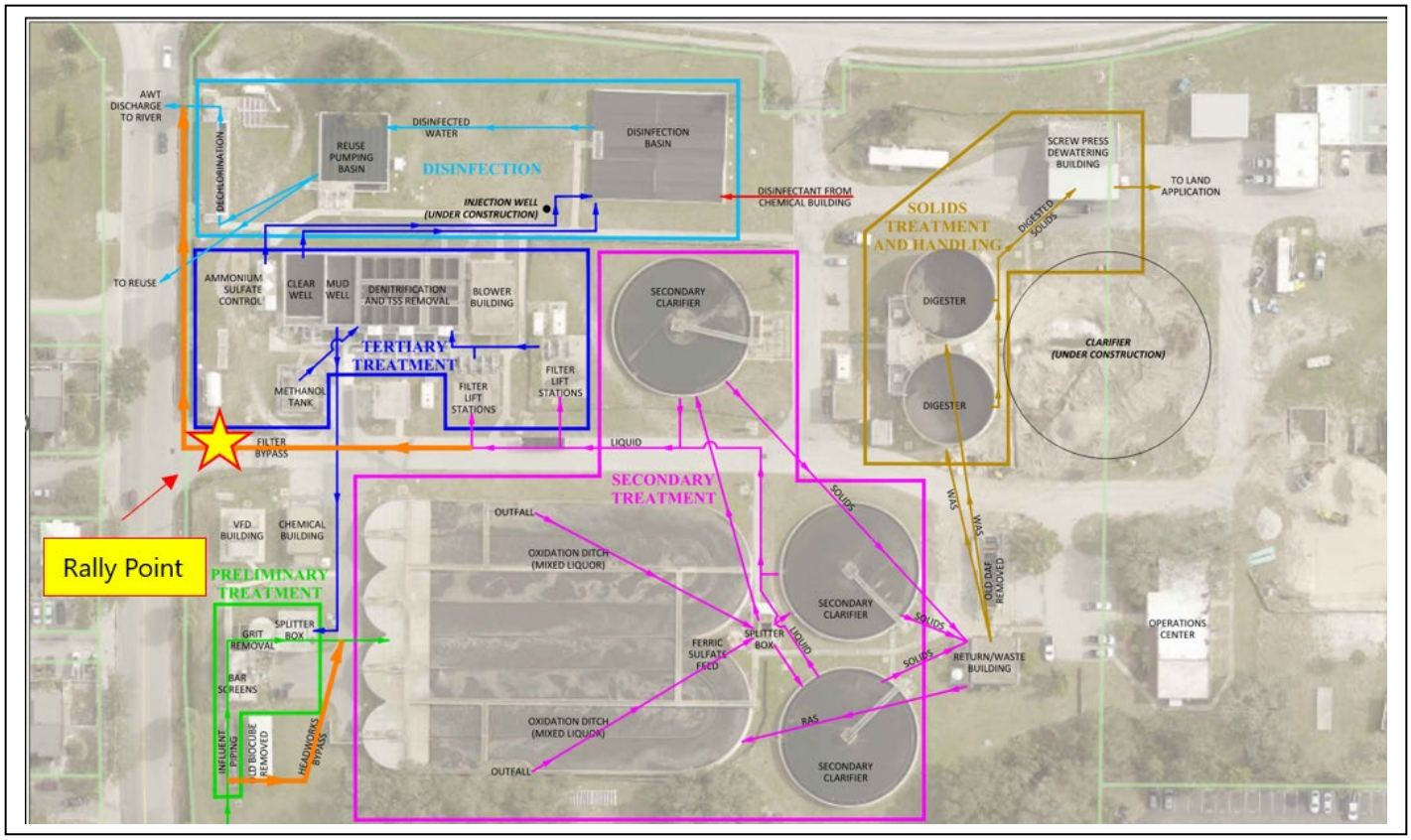
3. GENERAL FIRE PREVENTION PRACTICES

In the absence of more specific safe handling and storage practices and other fire control measures, the following general provisions will apply.

Potential Hazard	Control/Response Measure
Housekeeping hazards, such as over-accumulation of trash, cardboard, and other combustibles	Keep accumulation of combustible materials to a minimum. Identify and correct potential fire hazards.
Equipment that is smoking, sparking, producing a burning odor, leaking fluids, or otherwise malfunctioning	Unplug and discontinue use of equipment. Use proper Lockout Tagout procedures and immediately report it to the responsible individual to call for servicing.
Electrical hazards, such as exposed or frayed wires on equipment, etc.	Unplug and discontinue use of equipment. Use proper Lockout Tagout procedures and immediately report it to the responsible individual to call for servicing.
Defective or inoperable emergency equipment, such as fire extinguishers, blocked emergency exits	Correct the situation, if possible (e.g., remove obstruction to an emergency exit), or report situation immediately so it can be rectified.
Misuse or mishandling of hazardous materials.	Report the situation to management so the situation can be corrected and re-training on safety procedures provided as needed.
Accumulation of flammable materials	Store in flammable storage cabinets or chemical storage rooms. Keep only small working amounts outside of approved flammable storage areas.

Attachment C

Facility Map and Evacuation Routes



Attachment D

Emergency Action Procedures

1. EVACUATION

1. If notified of the need to evacuate the building (alarm, voice contact, phone, etc.), immediately stop activity and prepare to exit the building.
2. If personnel can quickly shut down any hazardous operations without undue risk of injury, they should do so, then immediately evacuate.
3. Be on the lookout for other building occupants or visitors and be sure they are in the process of evacuating.
4. Listen and obey any instructions given by the Emergency Coordinator or responding emergency personnel.
5. Follow evacuation routes as posted and reviewed during training. Proceed to the nearest stairwell or door and exit the building.
6. Do not block doors. Quickly move away from the building and proceed to the rally point outside the main entry gate at the plant.
7. Congregate with the Emergency Coordinator at the rally point and take a head count, including any contractors doing work on-site.
8. Do not re-enter the building until the all clear signal is given.

2. FIRE OR EXPLOSION

1. Determine if there is a fire by visual evidence of flames, heavy smoke, explosion, or other sign (e.g., burning odor, wall too hot to touch, etc.).
2. Follow emergency evacuation procedures. Proceed to the nearest stairwell or door and exit the building.
3. Assemble at the site rally point at outside main entry gate at the plant.
4. Congregate with the Emergency Coordinator and take a head count, including any contractors doing work on-site.
5. If there are any injured individuals or personnel that are not accounted for, notify the responding emergency personnel.
6. NEVER RE-ENTER A BURNING BUILDING. Do not enter the building until the all clear signal is given by the responding emergency personnel.

3. CHEMICAL SPILL OR RELEASE

Woodard & Curran employees that work with hazardous chemicals are trained to respond only to incidental releases of such materials. In order for Woodard & Curran employees to provide emergency response to a

hazardous substance release, formal approval must be granted by the appropriate Senior Health & Safety Manager.

1. Determine if it is an incidental spill or an emergency:
    - Does the spill/release exceed your training and available supplies/equipment?
    - Are you experiencing physical symptoms of exposure? These signs will vary by material but may include difficulty breathing, burning eyes/throat, nausea, dizziness, confusion, or similar effects.
    - Is it an unknown material?
    - Is it a volatile material of high acute toxicity and in an area or amount that may create a potential health threat if clean-up is attempted?
    - Is there is a risk of fire or explosion (due to the nature of the material or location of the spill)?
    - Is the spill/release otherwise of a nature that could endanger yourself or others if clean-up is attempted?

If the answer to any of these questions is "yes", treat the incident as an emergency and follow evacuation procedures, internal and external notification procedures. If it is an incidental spill that can safely be cleaned up within the limitations of staff training and clean-up materials, begin incidental spill response procedures.

4. PERSONAL INJURY/EXPOSURE

1. Identify and quickly gather as much information as possible on the nature of the incident.
2. For exposures to hazardous chemicals or infectious material:
    - Splash to the eye – Proceed to the nearest eyewash. Rinse eyes for 15 minutes.
    - Splash of irritating or infectious material on the skin – Rinse under running water. Use non-abrasive soap. Use anti-bacterial soap for incidents involving infectious materials.
    - Splash of corrosive or toxic material on the skin – Clear area of personnel and remove contaminated clothing. Drench area for 15 minutes.
    - Ingestion, inhalation or injection – Contact the Nurse Hotline to determine what treatment/evaluation is recommended. Provide information on the identity of the material, the concentration, amount, and other details. Fax SDS upon request. Do NOT induce vomiting under any circumstances unless specifically directed to do so by a medical physician.
3. Contact the Nurse Hotline prior to seeking medical care/advice for non-life-threatening injuries.
4. Dial 911 to summon an ambulance for all life-threatening medical emergencies.
5. NEVER attempt to move an unconscious victim or force fluids.
6. If an ambulance is summoned, send an employee from the area to escort the emergency crews to the exact facility location.
7. Ensure all occupational injuries or illnesses are reported to management so the cause can be identified and corrected.

5. UTILITY FAILURE

Utility failures include interruption or loss of service for electricity, telephone, gas/oil/steam heat, water, etc. Utility failures must be evaluated on a situational basis and the appropriate actions will depend on the utility affected, the area impacted, the anticipated duration of the outage, the season (e.g., heating failure during extreme cold weather or air conditioning failure during extreme hot weather could create situations where employees should be sent home due to health & safety hazards of working without heating or cooling), and similar factors.

5.1 LOSS OF ELECTRICITY

1. For loss of electricity, call Florida Power and Light (Daytime: Jeff Keene 941-460-1194 or 941-270-1540 Jeff.Keene@FPL.com After Hours: 1-800-468-8243)
2. Whenever instructed to do so by the emergency coordinator or outside agencies (e.g., police, gas company, etc.), immediately evacuate the area.
3. Emergency lighting is temporary and is not provided to continue building operations. If evacuation is necessary, leave the building via exit hallways, stairs and exit doors while emergency lights are on.

5.2 WATER OUTAGES

1. For loss of water, call Greg Weeks – Project Manager to report the problem.
2. Shutdown any equipment that requires utility water for the process or cooling.

5.3 WATER LEAKS AND FLOODING

1. For minor water leaks, try to contain the leakage in a container to reduce safety hazards due to slippage and minimize damage to property.
2. For significant water leaks, avoid all areas where water has accumulated and discontinue use of electronic devices. Water makes an excellent conductor of electricity and therefore, electric shock is possible.
3. To report water leaks, call Greg Weeks – Project Manager.

6. EXTREME WEATHER

1. For any natural disaster or extreme weather (e.g., hurricane, snowstorm, etc.) where advance notice is given on television or radio, follow directions as announced.
2. Report all other signs or notifications of extreme weather/natural disaster to the Emergency Coordinator to ensure they are aware of the situation and monitoring it for updates.
3. Follow all directions provided by the Emergency Coordinator related to evacuation, sheltering in place, building closure, or delayed openings. [NOTE: Reporting to work early in the event of a delayed opening may lead to injury/illness if sidewalks are not cleared/sanded, utilities are not yet properly functioning, etc.]
4. .

6.1 TORNADO

1. During a tornado watch, the Emergency Coordinator keeps an eye on weather reports and issues a "Shelter-in-Place" notification to affected employees by voice, phone, or text if a tornado warning is issued.
2. During a tornado warning, employees move to the shelter area. A shelter area is a room closest to the ground level (preferably the basement) with no windows. The shelter area(s) is/are located:
    a. WWTP: Restroom at Main Office
    b. Tropicana & Mixson Ground Storage Tank: Main Buildings or leave to find secure shelter

    - The Emergency Coordinator will account for employees at the sheltering area.
    - If possible, crouch under a sturdy piece of furniture in the shelter location (e.g., desk, table, workbench, etc.)
    - Avoid sheltering where there are heavy objects on the floors directly above you, as they could fall through the floor if the tornado strikes the building.
3. Listen to news outlets to keep up to date on the status of the storm.
4. If you are in a car and cannot get into a building during a tornado: buckle your seatbelt, put your head down below the windows, cover your head and neck with your arms. Cover your body with a coat or blanket, if one is available.
    - If you can safely get lower than the roadway (e.g., a low ditch), exit your car and lie in that low area, covering your head with your arms.
5. Once the storm has passed:
    - Employees may exit the shelter area.
    - Notify your Emergency Coordinator that you are safe. The Emergency Coordinator will call missing/unaccounted for employees and report missing employees to Human Resources.
    - Be aware of potential hazards such as large debris, gas/chemical leaks, downed electric lines, and additional storms. If any of these hazards are encountered in the workplace, notify the Emergency Coordinator.

6.2 WILDFIRE

1. The Emergency Coordinator monitors weather forecasts/news outlets for wildfires in the area.
2. Employees pay attention to air quality alerts and their community's alert system for wildfires in the area.
    - If the US air quality index is listed to be greater than 150, then the air is classified as "unhealthy" and those exposed may begin to develop negative health effects.
    - An updated air quality index can be referenced by visiting AirNow.gov.
    - Evacuate if advised to do so by local authorities. If you feel threatened by wildfire, do not wait for an evacuation order.
    - Close windows and doors to the building. Keep lights on to allow firefighters to see the building in smoky conditions.

- Return to the area only when authorities indicate it is safe.

3. Listen to local officials for updates and emergency information.
4. If smoke from a wildfire impacts a Woodard & Curran office or plant location, notify Health & Safety. Health & Safety will work with the Emergency Coordinator or others to determine if the distribution of N95 or P95 filtering facepieces is appropriate for employee use when walking outside to/from the office or plant or when working in an outdoor location impacted by smoke from a wildfire.
5. Watch out for debris, hot ash, smoldering or charred debris, heat pockets and embers.
6. Carefully inspect the work zone to ensure that there are no sparks or embers that could cause a flare-up.
7. If trapped near a wildfire while in a building:
   - Call 911 for emergency assistance.
   - Fill sinks with cold water.
   - Turn off air conditioning and/or close outside vents.
   - Close windows and doors but keep them unlocked.
   - Stay inside the building away from outside walls and windows.
8. Be aware that power outages may occur before and during a wildfire.

6.3 HURRICANE

1. Employees working in areas that may be impacted by a hurricane must talk with their People Leader about whether they are expected to work during a hurricane or if work can be suspended. Take steps to assure families are safe in preparation for reporting to work.
2. The plant will be always staffed 24/7 during the event by a minimum of 3 people.
3. O&M personnel required to work during a hurricane:
   - Test emergency generators under load.
   - Keep emergency generators in good repair.
   - Ensure first aid kits are available and stocked.
   - Ensure adequate supplies of personal protective equipment and rain gear are available at the project.
   - Ensure batteries are available for flashlights, two-way radios, emergency equipment, and portable electronic equipment.
   - Confirm equipment and vehicles needed for severe weather are available and in good repair. Make repairs that are needed.
   - Fill vehicle and equipment fuel tanks, including emergency generators.
   - Allow employees who will be on-duty during a storm to make arrangements for the protection of their home and family.
   - Stay inside when wind speeds exceed 40 miles per hour.
   - Listen to local officials for updates and follow instructions.
   - Watch out for debris and downed power lines.

- Avoid walking or driving through flood waters. Six inches of moving water has the force to knock you down, and fast-moving water can sweep your vehicle away.
- Avoid flood water as it may be electrically charged from underground or downed power lines and may hide dangerous debris or places where the ground is washed away.
- Be aware that the storm will continue after the "eye" of the hurricane passes over and the winds will blow from the opposite direction. Trees, shrubs, buildings, and other objects damaged by the first winds can be broken or destroyed by the second winds.
- Be alert for tornadoes which can develop during or after a hurricane.

4. If evacuation is necessary, notify your People Leader. Discuss remote working options with your People Leader, if appropriate.
5. After a hurricane:
    - Proceed with caution and exit damaged buildings if safe to do so (winds must be below 20 mph sustained).
    - Check self for injuries.
    - If an employee is injured and emergency medical attention is needed, dial 911 for emergency assistance and notify the employee's People Leader.
    - If the victim is stable but medical attention or advice is needed, call the Nurse Hotline, and notify the employee's People Leader.
    - Listen to local officials for updates and follow instructions.
    - Watch out for flooding, debris, and downed power lines.
    - Report all damage to your People Leader.

6.4 EARTHQUAKE

If indoors during an earthquake:

1. "Duck and cover" and remain calm. Cover means crouching underneath any sturdy piece of furniture such as your desk. If no sturdy objects are available, crouch near the corner of a building and cover your face and neck with your arms.
2. Do not leave the building while the earthquake is in progress.
3. Stay away from windows and doors.
4. Do not smoke, use electrical equipment, or use other heat-producing equipment until the building has been cleared of gas leaks.
5. Do not drink tap water as it may be contaminated. Only drink bottled water.
6. Do not use elevators. Evacuate when instructed using the fire exits.

If outdoors during an earthquake:

1. Stay outside; do not attempt to enter a building.
2. Stay away from buildings and trees. Most injuries during earthquakes are the result of falling objects, buildings, or debris.
3. Avoid bridges and overpasses.

If driving during an earthquake:

1. Pull over and stop the vehicle in a clear area.
2. Avoid stopping under bridges or overpasses.

After an earthquake:

1. Proceed with caution and exit damaged buildings if safe to do so.
2. Check self for injuries.
3. If an employee is injured and emergency medical attention is needed, dial 911 for emergency assistance and notify the employee's People Leader.
4. If the victim is stable but medical attention or advice is needed, call the Nurse Hotline and notify the employee's People Leader.
5. Be prepared for aftershocks that can occur up to weeks after the initial earthquake.

7. ACT OF VIOLENCE

7.1 TYPES OF WORKPLACE VIOLENCE

Workplace violence is a spectrum of behavior that includes overt acts of violence, threats, and other conduct which may generate a reasonable concern for safety, where a connection exists between the behavior and physical safety of employees, clients, and business associates. There are four main types of workplace violence:

- **Criminal Intent -** The perpetrator has no legitimate relationship to Woodard & Curran or its employees and is often committing a crime in conjunction with the act of violence.
- **Customer or Client** - The perpetrator has a legitimate relationship with Woodard & Curran and the act of violence is a direct result of the services provided or obtained by Woodard & Curran.
- **Worker on Worker** - The perpetrator is an employee or past employee who attacks or threatens another employee(s) or past employee(s) in the workplace.
- **Personal Relationships** - The perpetrator does not have a direct relationship with Woodard & Curran but has a personal relationship with the intended victim.

7.2 THREAT TYPES

There are two threats: potential threats and active threats.

1. A **potential threat** is an observed behavior or condition that may lead to an active threat.
    a. Take all potential threats seriously and communicate your concerns.
    b. Information about a potential threat should be directly communicated to Human Resources AND People Leader, their leader, or Emergency Coordinator as soon as possible.
2. An **active threat** is one that presents an immediate and ongoing danger to the safety of Woodard & Curran employees and visitors. During an active threat:
    a. Take all threats seriously and communicate your concerns to Human Resources AND the Emergency Coordinator, your People Leader, or their leader.
    b. Attempt to move to a safe area away from the threat. If possible, do not get cornered or trapped alone by the threatening person.

c. Call 911 immediately or when it is safe to do so. Provide as much information as possible including nature of the threat.

d. If threatened, attempt to remain calm and cooperate with the threatening person. Do not perform any act that could result in further endangerment.

7.3 Reporting Threats or Acts of Violence

1. If there is a concern of immediate danger, call 911 immediately.
2. Report all violent incidents, threats, or other workplace violence concerns to your People Leader, their leadership, or the Office Leader, AND Human Resources (or anonymously through the Whistleblower Program).
3. If needed, Human Resources will contact law enforcement and coordinate with law enforcement during investigation into the workplace violence incident. HR will also investigate these reports to determine appropriate interventions and corrective actions.

7.4 Active Shooter Incidents

Active shooter situations are unpredictable by nature and typically evolve quickly; therefore, situational awareness and preparedness are key in safely responding to the situation. If an active shooter is detected in your vicinity take the following actions immediately:

1. If it is safe to do so, **RUN**. Be aware of the nearest exits point at the facility.
    a. Run out of the facility or away from the area under attack.
    b. Leave personal belongings behind.
    c. Encourage others to exit the facility with you, but once safely away from the area, do not run back into the facility under any circumstances.
    d. Remain in the designated evacuation muster area until law enforcement arrives; unless it becomes unsafe and you have to leave the area for a safer location.
    e. Call 911 as soon as you are in a safe location far away from the attack. Be prepared to give the address of the facility, the approximate number of suspects, the approximate number of occupants, and any other pertinent information about the attack, if known.
2. If running is not a safe option, or the shooter(s) is blocking the facility exits, **HIDE** in as safe of a place as possible. If you are in a room with a door, stay. If you are in an exposed area, quickly move towards the nearest room with a door. Once inside the room, take the following steps:
    a. Encourage others that may be in the hallways or exposed areas to quickly enter the sheltered room, using gestures and eye contact. Do not draw attention to the area by shouting or making noise.
    b. Once people in the immediate vicinity are inside the sheltered room, do not exit the room to retrieve others or open the door for any reason until given the all-clear by recognizable law enforcement officials.
    c. Do not exit the room, even if the fire alarm is triggered, as this may have been done by the shooter to encourage evacuation.
    d. Lock the doors to the room and/or barricade the door with any available furniture or equipment.

e. Close any blinds/shades and turn off the lights.

f. Silence electronics and remain quiet.

g. Take shelter behind any cover available; the goal is to put as many obstacles between yourself and the shooter as possible.

h. Identify and retrieve items that may be used as improvised weapons.

i. Remain in place until given the all-clear by identifiable law enforcement.

3. If running and/or hiding is not an option, and you are confronted with the shooter, as a last resort you should **FIGHT.**

    a. Don't seek out the shooter for a confrontation.

    b. Don't fight unless you must (e.g., to save your life or another's life).

    c. Look for an improvised weapon (e.g., scissors, heavy lamp, fire extinguisher, chair, letter opener, keys, chemical sprays, etc.).

    d. If you are with others and have the time, quickly plan a simple coordinated attack.

    e. Be extremely aggressive and try to incapacitate the aggressor as quickly as possible.

    f. Go for vulnerable areas (e.g., eyes, groin, throat, knees) and don't stop until the shooter is down and out.

    g. If the shooter is subdued or injured, your focus should then be on exiting the facility as swiftly as possible.

    h. Cooperate and do not interfere with the first responders on the scene (e.g., police officers, EMT technicians, firefighters, etc.)

4. When law enforcement arrives:

    a. Put your hands up and keep them up; the police won't know the good guys from the bad guys.

    b. Listen, don't argue with the police, and obey orders as quickly as you can.

    c. Stay calm; the police will have guns, they'll be yelling, and they'll be acting aggressively.

    d. Provide any information you can but stop talking if the police are too busy to listen to you.

    e. Stay where they tell you to go, until they say it's okay to leave.

5. Once the event is over, the Emergency Coordinator remains in the designated safe locations and assists with accounting for employees, communicating with H&S, and delivering information to employees.

7.5 Encountering Aggressive/Agitated Individuals

1. The most important priority in the face of a confrontational or aggressive individual is to protect yourself.

2. Assess the situation and if you don't feel safe or comfortable then leave. Call the police if necessary and notify Human Resources as soon as it is safe to do so. If the encounter was at a project site, notify the Project Manager so they can alert affected project team members.

3. Depending on the situation, employees can attempt using de-escalation methods to defuse tensions and prevent the situation from escalating further.

a. Workplace violence is usually the culmination of several stages of aggressive behavior. The better attuned you are to identifying and attempting des-escalation in the early stages (1 and 2), the greater the likelihood of defusing a potentially dangerous situation.

b. De-escalation should not be attempted when the situation has progressed to stage 3 or 4.

c. Keep in mind that some individuals may be more adept in applying de-escalation techniques. Know your limits and recognize that sometimes the best course of action is to remove yourself from the situation and seek additional help.

Stages of Aggression
Stage 1: Anxiety - The individual shows signs of tension and discomfort (e.g., fidgeting, tapping on table, pacing, crossed arms, rude language, etc.)
Stage 2: Argumentative/Defensive - Individual may become disrespectful and belligerent, or start to challenge authority (e.g., raised voice, rapid breathing, red face, scoffing, rude/offensive language, name calling, argumentative tone of voice, etc.)
Stage 3: Verbally/Physically Threatening - Individuals begin to make verbal threats of physical violence or position themselves in an intimidating manner. (e.g., clenched fist, red face, clenched jaw, yelling, waving objects, finger pointing, threats of violence, etc.)
Stage 4: Assaultive - There is physical contact between you and any part of the aggressor's body. (e.g., pushing, shoving, striking, etc.)

4. De-escalation tips include:

   a. Speak in an even tone of voice and present a polite and calm attitude.

   b. Keep communication simple, to the point, and focused.

   c. Be empathetic and non-judgmental. Try not to discount the person's feelings even if you feel they are unjustified.

   d. Use non-threatening non-verbal communication. Make sure that gestures, movements, and tone of voice are neutral.

   e. Do not argue. It is more helpful to show that you heard them and to de-escalate than to be correct.

   f. Respect personal space. Avoid touching the person and, when possible, allow several feet of personal space.

   g. If the situation cannot be defused or continues to escalate, then leave. Call the police if necessary and notify Human Resources as soon as it is safe to do so.

   h. For additional de-escalation tips, click on this link.

7.6 SUSPICIOUS PACKAGE

1. If a suspicious object is identified, immediately notify management and/or building security and/or dial 911 directly as appropriate. Signs of a suspicious object include:

   - An unattended, unclaimed and unidentified large envelope, box, briefcase, or other material left in the lobby, loading dock or other area for more than 60 minutes without prior arrangements and which does not belong to your co-workers.
   - A letter or package with suspicious features, such as:
   - Wires, tin foil, or string protruding or attached.

- Handwritten or poorly typed address, often with misspelling of common words.
- Peculiar odor.
- Soiled or stained coverings, particularly oily outer coverings.
- Foreign postmarks, unknown sender, or excessive postage.
- Visual distraction or restrictive markings, such as confidential.
- No return address.
- Mismatching of name and title, or title without a name.
- An object that otherwise triggers the concern that it may be a bomb or some other hazardous material.

7.7 Bomb Threat

1. If any personnel receive a bomb threat, they should attempt to notify their Emergency Coordinator and call 911. At no time should Woodard & Curran personnel place the office, plant or Woodard & Curran employees in jeopardy by searching for or removing any suspected bomb device without authorization. The first priority in all cases is to ensure the safety of facility personnel through evacuation procedures while local law enforcement officials evaluate the validity of the threat.
2. Try to keep the caller on the line as long as possible and note as much detail about the phone conversation as possible, such as:
   - Gender of caller
   - Background noise
   - Location of potential bomb, etc.

Attachment E

Directions to Hospital/Clinic

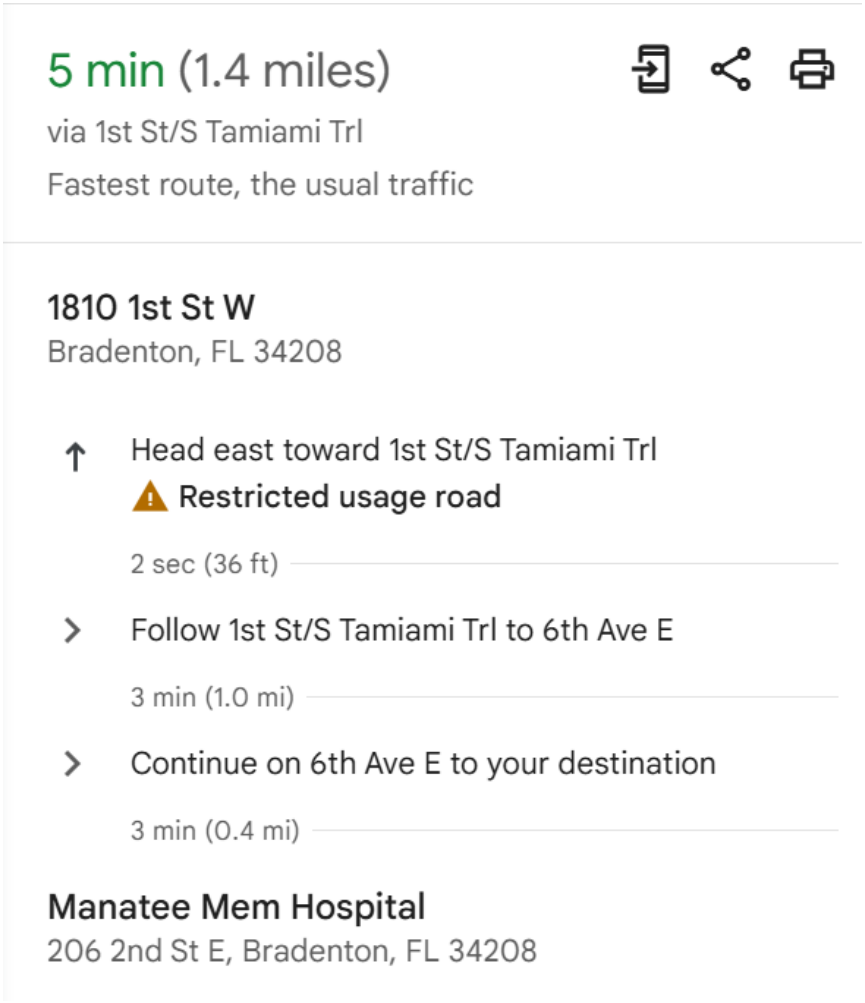


Exhibit D-2

HURRICANE ACTION PLAN

Facility Preparedness, Response, and Recovery During Hurricanes



Abstract

This Hurricane Action Plan (HAP-PLN-001) supplements the facility Emergency Response Plan (ERP) and establishes procedures for preparing, protecting, and restoring facility operations during hurricane events. It defines the roles and responsibilities of facility management and staff, outlines pre-storm preparations, provides guidance for safe operations during a hurricane, and specifies post-storm recovery and reporting procedures. The plan ensures compliance with regulatory requirements, prioritizes personnel safety, and supports continuity of critical wastewater operations.

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Attachments:

HAP-ATT-001	Employee Emergency Contact Information
HAP-ATT-002	Government and Regulatory Reporting Emergency Contacts
HAP-ATT-003A	Hurricane Supply Inventory Checklist
HAP-ATT-003B	City Hurricane Checklist
HAP-ATT-003C	Personal Hurricane Preparedness Checklist
HAP-ATT-004A	WRF Post-Storm Damage Assessment Form / Recovery Priority List
HAP-ATT-004B	Example WRF Hurricane Damage Assessment Table
HAP-ATT-005A	Lift Stions & Collections System Post-Storm Assessment / Recovery Priority List
HAP-ATT-005B	Example Lift Station Hurricane Damage Assessment Table
HAP-ATT-006	Hurricane Quick Response Checklist (WRF & Collections System)

Purpose

The purpose of this plan is to provide guidance for hurricane preparedness, response, and recovery at the facility. It ensures personnel safety, protection of critical infrastructure, continuity of essential wastewater operations, and compliance with applicable permit and regulatory requirements.
A hurricane occurs when the rotating winds of a tropical storm are sustained at or above 74 mph. A tropical storm consists of clouds and thunderstorms that form over warm ocean waters. Hurricanes are most common in the eastern U.S. from June 1st to November 30th.

This includes wastewater treatment, lift stations, force mains, and gravity sewer systems to minimize sanitary sewer overflows (SSOs) and service disruptions.

Scope

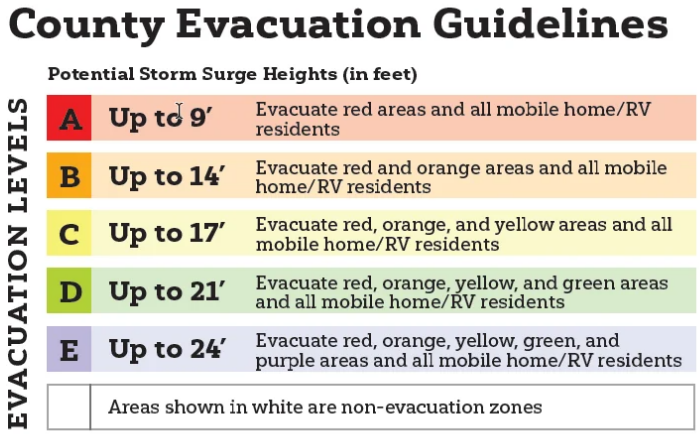
This Hurricane Action Plan (HAP) applies to all facility operations, infrastructure, personnel, and contractors impacted by hurricane events. The plan addresses preparedness, response, and recovery activities for storms predicted to affect the service area, including actions required to:

- Protect personnel and contractors
- Safeguard critical equipment and infrastructure
- Maintain operational continuity of treatment and collections systems, including lift stations, force mains, and gravity sewers
- Manage chemical storage safely
- Ensure regulatory compliance and reporting

This plan supplements the facility Emergency Response Plan (ERP) and does not replace hazard-specific procedures for non-hurricane emergencies, which remain under ERP guidance.
All operational and field activities described in this plan shall be performed in accordance with the applicable WRF and LSC SOPs. In the event of a conflict, the ERP and regulatory requirements shall take precedence.

Manatee County Evacuation Levels

Levels are classified using letters A through E. Areas not within a hurricane evacuation level declared "outside of the evacuation area" or N/A. Evacuation levels are not the same as flood zones and do not correlate to the category of a hurricane. Find your evacuation zone on the county's Learn Your Level interactive map. Woodard & Curran Bradenton employees evacuation zones are included on the Emergency Contact list.



Hurricane evacuation levels are based on hypothetical storm scenarios, factoring in atmospheric pressure, size, speed, and track to determine the potential storm surge for the location. Hurricane levels represent the potential height of salt water inundation from storm surge (not freshwater or rainfall flooding).

References & Supporting Documents

The following SOPs, forms, and tools are incorporated by reference and shall be used, as applicable, during implementation of this HAP and activation of the ERP. These documents provide detailed procedures, field execution steps, and documentation requirements that support ERP response actions, notifications, and reporting.

- Bradenton Wastewater System Emergency Action Plan (ERP)
- EPA Incident Action Checklist – Power Outages
- Facility Maps highlighting critical infrastructure, chemical storage, and generator locations
- FDEP hurricane preparedness guidance for Domestic Wastewater Facilities
- FDEP Storm Preparation Guide
- Local City and County Emergency Management plans
- NOAA National Hurricane Center advisories
- Woodard & Curran FROC forms for storm-event labor activity and documentation

- HAP ATT-006 Hurricane Quick Response Checklist (WRF & Collections System)
- Woodard & Curran Health & Safety Manual, Chapter 29, Section 5.2 Lightning
- Woodard & Curran Health & Safety Manual, Chapter 29, Section 5.3 Tornadoes
- Woodard & Curran Health & Safety Manual, Chapter 29, Section 5.5 Hurricane

Relationship to ERP

This HAP is a hazard-specific supplement to the facility Emergency Response Plan (ERP). Hurricane preparedness, staffing, facility hardening, and recovery activities are addressed in this plan, while all emergency notifications, regulatory reporting, and corrective actions follow the ERP.

This plan may be activated when a named tropical storm or hurricane is forecast to impact the service area, or when directed by City or County emergency management.

Storm Event Activation & Documentation

For purposes of this HAP, the storm event response period begins upon issuance of a State of Emergency by the City Council. The Project Manager or designee shall document the date and time the State of Emergency is issued and communicate the activation to affected personnel. Preparedness activities may begin before the State of Emergency when directed by management or based on forecast conditions; however, those activities shall be identified separately from the formal storm-event response period unless otherwise directed.

All employees and contractors performing work attributable to the storm event shall document the work performed, location, date, start and stop times, and applicable equipment or materials used. Employees shall use the applicable FROC form to document time worked and storm-related activities. FROC documentation shall be completed contemporaneously, or as soon as practical when conditions prevent completion in the field, and submitted according to project administrative procedures.

Storm-event documentation shall be maintained with the HAP event record and shall support operational records, City-required documentation, regulatory reporting, and potential state or federal disaster-assistance reimbursement. Supporting documentation may include FROC forms, staffing schedules, vehicle and equipment logs, fuel records, purchase receipts, contractor records, photographs, inspection forms, communications logs, damage assessments, and repair records.

The storm-event response period shall remain active through the response and recovery activities necessary to restore the wastewater system to normal operation. Demobilization shall be authorized by the Project Manager or designee after critical inspections, repairs, regulatory notifications/reporting, documentation, and recovery activities have been completed or transferred to normal O&M processes. The date and time of demobilization shall be documented.

Roles & Responsibilities

The Senior Project Manager and Project Manager-Collections/WRF Plant Manager have authority to implement this plan and direct emergency actions during hurricane events.

Area Manager

- Monitors NOAA advisories
- Coordinates with City/County emergency management
- Authorizes plan implementation
- Ensures strategic decisions for safety and continuity

Project Manager

- Alerts staff, coordinates accommodations and transportation for personnel
- Documents preparedness activities
- Oversees pre-storm preparations (food, water, fuel, chemicals, PPE)
    - During hurricane season, ensure underground fuel tanks do not drop below half-full.
- Ensure affected employees receive training on weather and temperature hazards
- Establishes and documents the storm-event activation and demobilization times and ensures FROC documentation is completed for storm-related labor and activities.
- Assign a qualified staff member to serve as the Communications Hub Coordinator. The Communications Hub Coordinator shall maintain and monitor the City-provided radio, receive operational updates from WRF and Collections personnel, coordinate internal communications, and relay critical information, resource requests, and facility status updates to the City Liaison and Emergency Operations Center (EOC) as necessary.

City Liaison

- Supply Project Managers with City required FEMA paperwork after storm events
- Provide Woodard & Curran with at least one City communications radio capable of communicating with the City's emergency management network and the Emergency Operations Center (EOC) during hurricane preparedness, response, and recovery operations.

Chief Operator / Lead Operator / Operations Chief / Plant Manager

- Maintains hurricane supplies
- Coordinates with City Liaison to complete any required FEMA Paperwork
- Ensures operational readiness of generators, pumps, and treatment systems
- Reviews HAP with staff; maintains staffing schedule
- Secures buildings, vehicles, and equipment
- Coordinates on-site contractor support
- Manages emergency communications.

Communications Hub Coordinator

- Maintain continuous monitoring of the City-provided communications radio during storm preparation, response, and recovery activities.
- Serve as the primary point of contact between Woodard & Curran operational staff and the City's Emergency Operations Center (EOC/PSOC).
- Receive and document status updates from WRF Operators, Lift Station Operators, and Collections personnel.
- Relay facility conditions, operational impacts, emergency resource needs, and critical incident reports to the City Liaison and EOC.

- Attend twice daily City of Bradenton TEAMS meeting to update City Leadership as to status of facility and operations.
- Coordinate communication between field personnel when normal communication systems are degraded or unavailable.
- Maintain a communications log documenting significant events, requests, and responses.

Operations Staff

- Follow the HAP and ERP procedures
- Conduct site inspections
- Operate treatment and collections systems during the storm as safely as possible
- Report on hazards or damage
- Document actions taken
- Support recovery efforts

Compliance Specialist / Safety Officer

- Serve as backup Woodard & Curran representative to the Manatee County Emergency Operations Center (EOC) when requested by the City and provide coordination and communication support between the EOC and utility operations personnel.
- Oversees compliance with regulatory reporting
- Ensures safety protocols during and after the storm
- Documents spills, exposures, or incidents
- Coordinates with DEP/WATERTracker reporting and Mutual Aid Assistance needs

Contractors / Vendors

- Support equipment maintenance, site security, clean-up, and supply replenishment as coordinated by Chief Operator or Project Manager-Collections.

Critical Collections Infrastructure

Identify and maintain a list of critical lift stations based on:

- High flow/volume – Master Lift Stations
- Proximity to environmentally sensitive areas
- History of SSOs or surcharging

Prioritize these locations for:

- Generator deployment
- Fuel supply
- Increased inspection frequency during storm events

This list shall be maintained and updated annually and prior to hurricane season and shall be included as an attachment or maintained within the CMOM program documentation.

Preparations (Pre-storm)

June–July, or as otherwise designated by NOAA

Proactive measures shall be taken to reduce the likelihood of sanitary sewer overflows (SSOs), including system capacity optimization, debris removal, and pre-storm drawdown of critical assets. Generator deployment shall prioritize critical lift stations, treatment processes necessary for permit compliance, and locations with a history of SSOs or high inflow and infiltration.

Area Manager

- Discuss staffing plans with the Project Manager-Collections and Project Manager-WRF
- Confirm equipment and vehicles needed for severe weather are available and in good repair. Make repairs that are needed
- Allow employees who will be on duty during a storm to plan for the protection of their home and family
- Inform the Client that the project is ready for a hurricane event.

Plant Manager-Collections

- Ensure all lift stations are fully operational with no active alarms or deficiencies
- Verify telemetry/SCADA communication with all lift stations
- Lower wet well levels at key lift stations to maximize storage capacity prior to storm arrival
- Inspect and secure all manhole covers in flood-prone areas
- Identify and stage portable bypass pumps for high-risk lift stations
- Inspect force mains for known weak points or prior repair locations
- Purchase/replenish all supplies for the comfort and well-being of personnel who will be on duty during a hurricane
    - Non-Perishable foods - Store at least a three-day supply of non-perishable food per person
    - Water - Keep at least a three-day supply of water per person (two quarts for drinking, two quarts for each person for food preparation/sanitation)
    - Sleeping Cots, Blankets, Pillows
    - Flashlights and Batteries
    - 2-way radio or other secondary communication devices
- Ensure first aid kits are available and stocked
- Maintain battery charge levels and adequate fuel supplies sufficient to operate auxiliary and emergency equipment for a minimum of 10–14 days

WRF Chief Operator

- Purchase/replenish all supplies for the comfort and well-being of personnel who will be on duty during a hurricane
    - Non-Perishable foods - Store at least a three-day supply of non-perishable food per person
    - Water - Keep at least a three-day supply of water per person (two quarts for drinking, two quarts for each person for food preparation/sanitation)
    - Sleeping Cots, Blankets, Pillows
    - Flashlights and Batteries
    - 2-way radio or other secondary communication devices
- Ensure first aid kits are available and stocked

- Maintain battery charge levels and adequate fuel supplies sufficient to operate auxiliary and emergency equipment for a minimum of 10–14 days
- Check all essential chemical inventories (ammonium sulfate, sodium hypochlorite, ferric sulfate, lime, sodium bisulfite, and polymer) to make sure that they are adequately stocked in amounts that will last 10- to 14-days
- Ensure chemical storage areas are secured against flooding and wind damage
- Remove diseased and damaged limbs from trees, then strategically remove branches so wind can blow through
- Review and prepare emergency treatment process configurations as needed
    - WRF SOP-059 – Disk Filter Operation Protocol
    - WRF SOP-060 – Temporary EQ Tank Operation Protocol
    - WRF SOP-061 – Clarifier #3 Manual WAS Line Operation Protocol

Chief Operator / Lead Operator

- Review the Hurricane Plan with all staff and create a staffing schedule
- Review the emergency contact list and ensure it is up to date
- Ensure emergency generators are in good repair
    - Test emergency generators under load and document testing results in accordance with facility procedures
- Ensure adequate supplies of personal protective equipment and rain gear are available at the project
- Test 2-way radio system to ensure it is operational
- Increase inspection frequency of high-risk lift stations and known trouble spots
- Confirm all level sensors, floats, and alarms are functioning properly
- Verify backup generators (permanent and portable) are operational and accessible
- Coordinate staging of portable generators at critical lift stations

At the announcement of a Hurricane (At least 72 hours in advance)

Personnel shall utilize the Hurricane Quick Response Checklist (WRF & Collections System) to guide and document critical preparedness, response, and recovery actions.

Project Manager

- Alert all staff to the incoming storm to allow for any last-minute personal preparations
- Work with staff to make accommodation for people who may need to evacuate
- Coordinate with facility staff and the City to authorize use of City vehicles, as approved, to support staff access to the facility during the storm event.
    - This allows staff to access the facility

Plant Manager-Collections / WRF Chief Operator

- Review all essential chemical inventories
- Ensure first aid kits are available and stocked
- Top off all bulk chemicals and diesel fuel

- Obtain extra sludge trailers
- Direct operations staff to prepare all "trouble spot gravity sewer lines" as identified in the CMOM
    - LSC SOP-024 CMOM Trouble Spot Collection System Strom Preparation
- Inspect and secure all manhole covers in flood-prone areas
    - LSC SOP-023 Manhole Inspection & Condition Assessment
- Lower wet well levels
    - LSC SOP-006 Lift Station Alarm Response

Chief Operator / Lead Operator

- Coordinate with on-site contractors to secure the area
- Test generator operation
    - Stage generators to locations within the collections system for easy access during a storm event
- Secure vehicles inside if possible
    - Move the forklift inside screw press building
- Secure all buildings
    - Put up storm shutters on admin building
- Walk the WRF site and lift stations, and secure or remove anything that can become a projectile.
- Fill all vehicle fuel tanks
- Check all pump systems and level indicators
- Clear preliminary treatment systems, such as screens and grinders at headworks
- Check all inlet and outlet gates and valves for operational function

During the Hurricane

Facility operations during hurricane conditions shall prioritize personnel safety and protection of critical infrastructure. Non-essential personnel shall not remain on site during hurricane conditions unless authorized by the Project Manager or Chief Operator.

- Stay inside when wind speeds exceed 40 miles per hour
- Listen to local officials for updates and follow instructions
- Watch out for debris and downed power lines
- Avoid walking or driving through flood waters. Six inches of moving water has the force to knock you down, and fast-moving water can sweep your vehicle away
- Avoid flood water as it may be electrically charged from underground or downed power lines and may hide dangerous debris or places where the ground is washed away
- Be aware that the storm will continue after the "eye" of the hurricane passes over and the winds will blow from the opposite direction. Trees, shrubs, buildings, and other objects damaged by the first winds can be broken or destroyed by the second winds
- Be alert for tornadoes which can develop during or after a hurricane

- Continuously monitor lift station levels, alarms, and system status via SCADA where available. In the event of communication failure, implement manual monitoring protocols as conditions allow.
- Implement alternative or emergency treatment processes as necessary to maintain permit compliance and manage hydraulic loading (Refer to applicable SOPs: WRF SOP-059, WRF SOP-060, WRF SOP-061)
- Prioritize response to lift stations approaching overflow conditions
    - LSC SOP-006 Lift Station Alarms General Response Actions (CMOM)
    - LCS SOP-011 Overflow Containment (CMOM)
- Suspend field response when conditions are unsafe; resume as soon as conditions allow, prioritizing critical lift stations and locations at highest risk of SSO
- Utilize available storage within the collection system to minimize SSOs
- Maintain a storm-event activity log and ensure FROC forms are completed for all storm-related labor, including response, inspections, emergency repairs, monitoring, cleanup, and recovery work. Where feasible, document work by task and location so labor hours can be matched to the associated damage, repair, or operational need.

Post-Hurricane Recovery

- If needed, the Environmental Compliance Specialist will request assistance via Florida's WATERTracker.
    - If able, assistance will also be offered to other area utilities via Florida's WATERTracker..
- Survey and assess the damage. List repairs needed and estimated work time to correct the damage. Proceed on repairs according to a priority list.
    - Any major damage to the wastewater system, including conditions that may result in spills, bypasses, or permit noncompliance, shall be immediately reported to the appropriate regulatory agencies in accordance with the ERP.
    - Reports concerning any minor damage should be reported as soon as possible after the hurricane. Let the local DEP office know if assistance is needed.
    - Shut off electrical current to damaged equipment and repair
- Inspect all lift stations for electrical damage, pump operation, debris in wet wells
    - COL-CHK-002 Lift Station Inspection Checklist
- Remove debris from manholes and critical gravity lines
    - LSC SOP-010 Manhole Debris Removal from Street (Non-Entry)
    - LSC SOP-021 Sewer Cleaning & Flushing (CMOM)
- Inspect force mains for leaks, breaks, or pressure loss and repair/respond to failures as needed
    - LSC SOP-016 Sewer Force-Main Break (CMOM)
    - LSC SOP-025 Force Main Condition Inspection
- Deploy CCTV inspection for priority sewer lines where infiltration or blockage is suspected
    - LSC SOP-022 CCTV Inspection
- Document and report all SSOs in accordance with ERP and regulatory requirements
    - WRF SOP-024 Non-Compliance Event - 24hr Reporting
    - WRF SOP-025 Non-Compliance Event - 5-day Reporting

  - WRF SOP-054 SSO Documentation & Tracking
- Estimate SSO volumes
  - LSC SOP-018 Estimating SSO Volumes (CMOM)
  - COL-CAL-001 Estimated Flows through Manhole Cover Vent & Pick Holes
  - COL-CAL-002 Estimated SSO Flow out of a Manhole w/ Cover in Place
  - COL-CAL-003 Estimated SSO Flow out of a Manhole w/o Cover
- Return all lift stations to normal operating levels and confirm alarm functionality
- Return treatment processes from emergency or temporary configurations back to normal operation (Refer to applicable SOPs: WRF SOP-059, WRF SOP-060, WRF SOP-061)
- All restored systems shall be verified for proper operation, including alarm functionality, telemetry communication, and process performance prior to returning to normal operations.
- Evaluate performance of trouble spots and update CMOM documentation as needed
- Provide for lime application to decontaminate spills
  - Spills of 1,000 gallons or more need to be reported to the State Warning Point at 1-800-320-0519 within 24hrs of occurrence
  - Spill response and reporting actions shall be conducted in accordance with the ERP and applicable state reporting requirements.
- If power is lost:
  - Determine if the power loss is local or area wide
    - If loss is local, check all electrical circuits for shorts or system overload
    - If loss is area-wide, contact the power company and coordinate repair and start-up operations with them
- Flooding of wastewater or biosolids could expose personnel to hazards of waterborne diseases, areas or pockets of toxic and/or explosive gases, oxygen deficient areas, or electrical shock. Electrical current to submerged lines or equipment should be shut off.
  - Portable pumps should be provided to aid in the dewatering process
  - Do not enter closed areas alone and ventilate the area.
  - Do not use unprotected lights or electrical equipment during clean-up operations. Special consideration should be given to prevent contamination of the potable water supply.
- All actions regarding SSOs, bypasses, or spills shall comply with FDEP CMOM and ERP reporting requirements, including documentation on Florida's WATERTracker website.
  - All field documentation shall be completed using standardized forms and checklists to ensure consistency with CMOM program requirements.
- Coordinate with all vendors to replenish supplies
- Coordinate with on-site contractors to restart activities
- Document all recovery activities, including labor, equipment usage, and material expenses, for potential state or federal disaster assistance and regulatory review.
- Ensure that restoration of all telecommunications, data processing and similar services are fully operational
- Assess vulnerability by discussing the event after the storm. As new situations arise, incorporate any new activities and planning into the community's planning and preparation process.

Storm Event Closeout Documentation

At the conclusion of the storm-event response and recovery period, the Project Manager or designee shall ensure the event file is complete. The closeout package should include, as applicable, the State of Emergency activation documentation, demobilization date/time, staffing schedules, FROC forms, equipment and vehicle records, material and fuel records, contractor documentation, damage assessments, photographs, repair records, SSO/spill documentation, regulatory notifications and reports, and other City or disaster-assistance documentation.
The Compliance Specialist / Safety Officer shall coordinate retention of regulatory and compliance records associated with the event, while the Project Manager and City Liaison shall coordinate any City-required or disaster-assistance documentation.

Training & Review

- All personnel shall be trained on the HAP annually.
    - Personnel shall be trained on the use of the Hurricane Quick Response Checklist during annual HAP training.
- Post-hurricane lessons learned shall be incorporated into updates to the HAP and ERP.
- Documentation of training shall be maintained for regulatory and audit purposes.
- This plan shall be reviewed at least annually and following any hurricane event.

Revision History

Revision	Date	Description of Revision
1.0	08/26/25	Initial issue
1.1	01/09/26	Updated Emergency contact information, added language tying in ERP
1.2	03/31/26	Updated to include Collections, new equipment operating protocols
1.3	06/08/26	Updated to include Communications Hub Coordinator

Review & Approval

Name & Title	Date
Prepared by: Annah Jensen, Environmental Compliance Specialist	12/29/2025
Reviewed & approved by: Fred Rogers, Project Manager	12/29/2025
Revised by: Annah Jensen, Environmental Compliance Specialist	01/06/2026
Reviewed & approved by: Charles Tanner, Project Manager	01/06/2026
Revised by: Annah Jensen, Environmental Compliance Specialist	03/31/2026
Reviewed & approved by: Charles Tanner, Project Manager	03/31/2026
Revised by: Annah Jensen, Environmental Compliance Specialist	06/08/2026
Reviewed & approved by: Charles Tanner, Project Manager	06/08/2026
Revised by:	
Reviewed & approved by:	

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Jeremy Giddens, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: U.S. Department of Housing and Urban Development (HUD) Federal Award

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton has been awarded $3,000,000 in federal Community Project Funding (CPF) through HUD to support Phase II of the City Park Project. This grant provides financial assistance for eligible activities, including materials and construction. Staff is seeking approval to proceed with the grant application process in accordance with HUD requirements. Any material changes to the application or agreement will be presented to City Council for consideration and approval.

FINANCIAL IMPACT:
The City will receive up to $3,000,000 in federal HUD CPF funding for eligible Phase II project costs. The federal award identifies no cost-sharing.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed for form and legal sufficiency.

SUGGESTED MOTION:
Motion to authorize City staff to complete the application process and to authorize the Mayor or designee to execute the final HUD Federal Award Agreement and related documents for Phase II of the City Park Project upon completion.

ATTACHMENTS:
HUD Federal Award Agreement

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT **CPF**
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT **Grant**
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: City of Bradenton 101 Old Main Street,Bradenton, FL 34205	12. Assistance listing number and title: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous grants
2. Recipient's Unique Entity Identifier: P3FLJ98L86V8	13. Amount of federal funds obligated by this action: $3,000,000.00
3. Tax Identification Number: 596000283	14. Total amount of federal funds obligated: $3,000,000.00
4. Federal Award Identification Number (FAIN): B-26-CP-FL-0576	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒	16. Total federal award amount, including approved cost sharing: $3,000,000.00
6. Period of performance start and end dates: 02/03/2026 - 08/31/2034	17. Budget approved by HUD: $3,000,000.00
7. Budget period start and end dates: 02/03/2026 - 08/31/2034	18. Fiscal year: 2026
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: Public Law 119-75 and Joint Explanatory Statement for Division D of Public Law 119-75 contained in the House section of the Congressional Record on January 22, 2026.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-75
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): Not Applicable
11. Awarding official name and title: ,	22. Program regulations (if applicable): Not Applicable
23. Federal award description: Community Project Funding (CPF) program provides federal financial assistance to eligible recipients for specific projects identified by Congress and administered by the U.S. Department of Housing and Urban Development (HUD). Assistance is provided on a project-specific basis to carry out eligible activities consistent with HUD's statutory authorities, including but not limited to housing development, public facilities, community infrastructure, and economic development initiatives. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the parties hereto hereby agree as follows:

Authority and Agreement. This U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Federal Award Agreement (Agreement) between the U.S. Department of Housing and Urban Development (HUD) and the grant recipient herein above named (Recipient) (collectively the parties hereto or the Parties), regarding the award of Federal funding hereinabove described (Federal Award) is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). The relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Compliance with Administrative Requirements.* The Recipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information. The Recipient is responsible for updating and maintaining current and accurate information in SAM.gov, including updating the UEI or Employer Identification Number (EIN), as necessary, if administration of the award is transferred to a different subcomponent, division, or location within the Recipient's organization that uses a different UEI or EIN. Recipients must require Subrecipients to comply with the requirements in this paragraph, as applicable. "Subrecipient" for purposes of this agreement has the same meaning as it is used in 2 CFR § 200.1 and means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency.
3. *Compliance with 2 C.F.R. part 200.* The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, with this agreement using Addendum #3 "Indirect Cost Rate Schedule". The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records*:

a. *Generally:* The Recipient hereby agrees to maintain complete and accurate documentation for this Federal Award and related activities to include, without limitation, financial records, supporting documentation, and statistical records, books of account, ledgers, financial and project reports, records, statements, data the originals of all agreements between the Recipient and any and all individuals or entities which receive funding pursuant to or arising out of this Agreement, whether directly from Recipient or from individuals or entities to whom Recipient has provided funding, any and all data on any individual or entity that receives money, in-kind assistance or services, or any benefit of any kind from or as a direct or indirect result of the Federal Award, including, without limitation, a Subrecipient or other entity that receives a subaward from a pass-through entity to carry out part of the Federal Award; contractor, vendor, consultant, any other entity performing activities funded in whole or in part under this Federal award; and any beneficiaries, participants, and other end-users of the funds, to the fullest extent permitted by law, and all such other documentation in such a manner as to permit the Recipient to prepare statements and reports in compliance with applicable HUD requirements and OMB requirements in 2 CFR part 200 for recordkeeping and reporting, which may be amended from time to time, (Grant Documentation). Recipient further agrees that the term Grant Documentation includes all Subrecipient data consistent with the above and 2 CFR 200.332 and to ensure that it obtains and maintains access to such Subrecipient data. Recipient agrees that the creation, maintenance, preservation and disclosure by Recipient of Grant Documentation is fundamental to the prevention of fraud, waste and abuse and to the satisfaction of its obligations to prevent fraud, waste and abuse and the performance of its obligations under this Agreement and applicable HUD rules and regulations.

b. *Access to Records and Personnel*: In addition to the foregoing, and in no way a limitation of anything contained in the foregoing or in this Agreement, or of HUD's rights and remedies available to it under the terms of this Agreement, applicable statutes, laws and regulations, and otherwise at law or equity, HUD, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives shall have the right of prompt, full, and complete access to any and all records of the Recipient and any other entities doing business with Recipient or otherwise receiving funds or benefits from Recipient, as specified in subsection a, and that are pertinent to the Federal Award to the fullest extent permitted by law, including records relevant to the administration, receipt, and use of this award and award activities, in order to perform audits, reviews and investigations, execute site visits, make or obtain copies thereof, or for any other official use. Such records include those that identify the source and application of funds, including relevant Grant Documentation data to the extent disclosure is not prohibited by law, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law. The right of access includes prompt, full, and complete access as HUD may require to the Recipient and other entities and persons identified in subsection and their personnel, for the purpose of interview and discussion at such dates, times and locations as HUD may require related to such documents or the Federal Award in general, to the fullest extent permitted by law. In lieu of or in addition to an on-site inspection, Recipient also agrees to furnish HUD such financial and project reports, records, statements, data, and documents in such form, from Recipient or other entity or person identified above, and accompanied by such reporting data as required by HUD. Recipient shall supply to HUD any and all Grant Documentation in legible and usable form as HUD may specify and within the time specified by HUD and at Recipient's expense. Recipient shall also make certifications, as HUD may request at such

times and in such manner and format as required by HUD, that all Documentation which Recipient supplies to HUD is true, accurate and complete in all aspects and regards.

c. *New Reporting Tools*: Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools for all Documentation and other documents and records pertinent to the Federal Award. Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its Subrecipients) using these new tools when they are released, and as updated, and to satisfy all requests for records pertinent to the Federal Award as described above. HUD will work with the Recipient to support the Recipient's transition to the new reporting tools. Once such new tools are implemented, Recipient shall make timely reporting utilizing such new reporting tools and such other reporting as is required by this Agreement and applicable statutes, laws and regulations. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, additional or more detailed reports, suspension or termination of disbursements, and all other legally available remedies, to the furthest extent permitted by law. Recipient shall also make certifications at such times and in such manner and format as required by HUD that its reporting and the information contained therein is true, accurate and complete in all aspects and regards.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take any and all remedial actions authorized by applicable statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, or regulations, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Fiduciary Relationship*. Recipient acknowledges and agrees that it stands in a fiduciary relationship to HUD and the American people with respect to the Federal Award. Recipient shall act solely for the benefit of HUD and the American people with respect to the Federal Award, and undertakes a duty of absolute loyalty, trust, and confidence. In performing its obligations under this Agreement, Recipient shall act in good faith, avoid all conflicts of interest, exercise the due care required of a fiduciary, and make full and complete disclosure of all material facts and business opportunities and other matters required to be disclosed by this Agreement and applicable law relating to this Agreement, the Federal Award and all funds derived therefrom.
12. *Waste, Fraud and Abuse*. Recipient acknowledges and agrees that the prevention, discovery, exposure and prosecution of waste, fraud and abuse in Federal grant programs and procurement and the activities which Federal funding supports, and recoveries therefrom, are in the best interests of Recipient and the American people. Accordingly, Recipient agrees to cooperate fully with HUD and the Task Force to Eliminate Fraud established in Executive Order 14395 of March 16,

2026, *Establishing the Task Force To Eliminate Fraud*, in all manners and respects as required by HUD.

13. *Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and Subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
14. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
15. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.
16. *Miscellaneous Provisions.*
    a. Headings are for convenience of reference only and shall not affect the construction, meaning, or interpretation of this Agreement.
    b. No modification of this Agreement shall be effective unless it is in writing and signed by both Parties. Further, the Recipient agrees to not change, edit or modify this Agreement or its terms before or after executing it and returning it to HUD. The Recipient agrees that any such changes shall be null and void and not binding upon HUD.
    c. If any part or provision of this agreement is enjoined or held to be void or unenforceable in any jurisdiction, it shall be ineffective as to such jurisdiction and only to the extent of such prohibition or enjoinment and shall not invalidate or affect the legality or enforceability of the remaining provisions and applications of this agreement. In the event the enjoinment of such provisions is stayed, dissolved or reversed, the full terms of this agreement, including such provisions, will automatically become effective. This clause is self-executing and will become effective, binding, and enforceable automatically upon execution of this agreement.

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C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date/ Federal Award Date
For the Recipient (name and title of authorized official)	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

5. This Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be Subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of Subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

10. Awards to Subrecipients made under, relating to or arising out of the Federal Award will not be used to engage in illegal racial discrimination including racial preferences.

11. Awards to Subrecipients made under, relating to or arising out of the Federal Award will not be distributed in a way that violates or otherwise is used to interfere with constitutional protections guaranteed for speech and religious beliefs and the free exercise of religion.

12. Awards made under, relating to or arising out of the Federal Award will not be used to fund any project, service provider, or organization that operates illegal drug injection sites or "safe consumption sites" in violation of 21 U.S.C. § 856, knowingly permit the use or distribution of illicit drugs on property under their control in violation of 21 U.S.C. 856(a)(2), or knowingly distribute drug paraphernalia in violation of 21 USC 863. This is not a requirement that program participants must be sober in order to receive assistance, participate in treatment in order to receive assistance, or be evicted or exited from assistance for a first-time violation of a drug-related program policy or lease requirement.

13. All agreements or contracts made under, relating to or arising out of the Federal Award must contain the same terms and conditions as those in the grant agreement issued by HUD. Any conflicting terms and conditions must be approved by HUD.

14. Recipient shall comply with all applicable workforce management requirements, regulations and statutes, including, without limitation, Title VII of the Civil Rights Act of 1964, 8 U.S.C. § 1324a, the Copeland "Anti-Kickback" Act, and the Drug-Free Workplace Act of 1988, as they may apply.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

14.251, Economic Development Initiative Community Project Funding, and Miscellaneous Grants

1. *Federal Award Description and Approved Budget.* The Recipient must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the "Project." The Recipient's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. The Recipient must use the Federal funds as provided by the Approved Budget. The Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement.

2. *Drawdown Requirements*. The Recipient must use DRGR or any such successor system to draw down Grant Funds and report to HUD on activities. Each drawdown of Grant Funds constitutes a representation by the Recipient that the funds will be used in accordance with this Grant Agreement.

3. *Project and Budget Changes*. All changes to the Recipient's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the approved Project Narrative or Budget, the Recipient must submit a formal letter to HUD's Office of Economic Development - Congressional Grants Division (CGD). The Recipient is prohibited from making project or budget changes that would conflict with the applicable appropriations act(s) and statutory authority (box 19 and 20).

4. *Pre-Award Costs*. Federal funds may be used to reimburse eligible costs incurred before execution of the grant agreement when the costs are incurred on or after the enactment date of the applicable appropriation act(s) (box 20) and:
    1. The costs are to meet the requirements under the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58.
    2. The costs would otherwise be allowable under 2 CFR 200.403(a) through (g).

5. *Environmental Review.* The Recipient must comply with the environmental review requirements under the National Environmental Policy Act (NEPA) and HUD's NEPA implementing regulations at 24 CFR Part 50 or 24 CFR Part 58. The environmental review and a Request for Release of Funds and certification must be approved by HUD prior to taking any choice limiting action and to avoid violations under 24 CFR 58.22, which prohibits limitations on activities pending clearance, and under Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant hard of historic properties prior to completion of the historic preservation review process known as Section 106 review.

6. *Restriction on Use of Funds for Computer Networks.* No Federal funds under this award may be used to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any

Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

7. *Performance and Financial Reporting Requirements*. The Recipients must submit a performance and financial report, including a report on the status of property acquired with CPF funds, on a semi- annual basis as proscribed by HUD, and consistent with 2 CFR 200.328-200.330 no later than 30 calendar days after the end of the reporting period. The first of these reporting period begins on the first of January or June, whichever occurs first, after the date this Grant Agreement is executed by HUD. No drawdown of funds will be allowed while the Recipient has an overdue performance or financial report.

8. *Project Closeout.* In accordance with 2 CFR Part 200, the Recipient must submit to HUD a written request to close out the grant no later than 30 calendar days after the Recipient has drawn down all grant funds and completed the Project as described in the approved Project Narrative and Budget. HUD will then provide a closeout agreement to the Recipient. The closeout process may include a HUD review to determine compliance with the Grant Agreement by all participating parties. The Recipient agrees to cooperate with any HUD review, including on-site inspection of property acquired or improved with grant funds. No later than 120 calendar days after the Period of Performance, Recipient shall provide to HUD the Grant closeout agreement, as well as required final financial, performance and property reports.

9. *Public Use/Eminent Domain.* No Federal Funds provided under this award may be used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

10. *Uniform Relocation Assistance and Real Property Acquisitions Policies Act*. Unless the Recipient is a Federally recognized Tribe, the Recipient must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise

specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.

11. *Lead Based Paint Requirements.* If grant funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, the Recipient must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

12. *Real and Personal Property Reporting Requirements*. The Recipient must report and account for all property acquired or improved with federal funds as provided by 2 CFR Part 200 using the applicable OMB approved forms on the Grants.gov website (https://grants.gov/forms/forms-repository/post-award-reporting-forms). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311, 200.312, and 200.314.

13. *Generally Applicable HUD Requirements*. Recipients and their subrecipients must comply with the generally applicable HUD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. Grants to Tribes and TDHEs are subject to the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a).

14. *Section 3 Requirements.* The Recipient must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR Part 75, as applicable, including the reporting requirements at 24 CFR 75.25.

15. *Suspension and Debarment*. The Recipient must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

16. *Conflicts of Interest.* In the procurement of property or services by recipients and subrecipients, the conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c) shall apply. In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), recipients and subrecipients must follow the requirements contained in paragraphs ii-v of the "Conflict of Interest" section in the applicable Community Project Funding Grant Guide.

17. *Prohibition Against Lobbying Activities.* Unless the Recipient is a Federally recognized Indian Tribe or

a TDHE established by a Federally recognized Indian Tribe under an exercise of that Indian Tribe's sovereign power, the Recipient must comply with Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment), and 24 CFR Part 87 and its Appendices. The Byrd Amendment and 24 CFR part 87 prohibit recipients of federal awards from using appropriated funds for lobbying the executive or legislative branches of the Federal government in connection with a Federal award.

18. *Drug-Free Workplace*. The Recipient must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, P.L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

19. *Trafficking of Persons*. The Recipient must comply with the award term in Appendix A of 2 CFR part 175.

20. *Violence Against Women Act*. The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

NARRATIVE

Project Address :

APPROVED BUDGET

SF424 – ESTIMATED FUNDING

Funding Name	Amount
NO_VALUE	NO_VALUE

CPF – ESTIMATED FUNDING

Funding Source	Estimated Funding
NO_VALUE	NO_VALUE

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the September 23, 2026, City Council Budget Hearing

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the September 23, 2026, City Council Budget Hearing.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the September 23, 2026, City Council Budget Hearing.

ATTACHMENTS:
09-23-2026 City Council Budget Hearing Minutes

BRADENTON CITY COUNCIL BUDGET HEARING MINUTES
5:01 p.m. Wednesday, September 23, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 5:01 p.m. on Wednesday, September 23, 2026.

Present: Mayor Gene Brown; Vice Mayor Ward I Jayne Kocher; Councilwoman Ward II Marianne Barnebey; Councilman Ward III Kemp Schuessler; Councilwoman Ward IV Lisa Gonzalez Moore; and Councilwoman Ward V Pam Coachman.

City Officials: Rob Perry, City Administrator; Lance Williams, Deputy City Administrator/Chief Operating Officer; Josh Cramer, Police Chief; Tim Geer, Fire Chief; Robin Singer, Planning and Community Development Director; Irvin Lee, Public Works and Utilities Director; Nilsa Taylor, Director of Administrative Services; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The hearing was called to order by Mayor Gene Brown at 5:01 p.m.

BUDGET DISCUSSION: None.

STATUTORY ANNOUNCEMENT OF TRIM REQUIREMENTS:

Tamara Melton, City Clerk, read the following into the record:

- Name of taxing authority: City of Bradenton
- Rolled-back rate: 5.6967
- Percent increase over rolled-back rate: .24%
- Millage rate to be levied: 5.7101

PUBLIC HEARINGS:

a) Finance: RESOLUTION 26-72 - SECOND PUBLIC HEARING

A RESOLUTION LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027, AND PROVIDING FOR THE DISBURSEMENT OF FUNDS ARISING FROM SAID LEVY; ALSO THE DISBURSEMENTS OF CERTAIN OTHER FUNDS.

b) Finance: RESOLUTION 26-73 - SECOND PUBLIC HEARING

A RESOLUTION ADOPTING THE BUDGET; AND SETTING REVENUES AND MAKING APPROPRIATIONS FOR CITY OF BRADENTON, FLORIDA FOR THE FISCAL YEAR 2026-27; PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION 26-72 was made by Vice Mayor Kocher and seconded by Councilwoman Barnebey. The motion passed 5-0.

MOTION TO APPROVE RESOLUTION 26-73 was made by Councilwoman Coachman and seconded by Councilman Schuessler. The motion passed 5-0.

CLOSING REMARKS:

Lance Williams, Deputy City Administrator/Chief Operating Officer, thanked the budgeting team and department heads for their efforts through the budget process.

Mayor Brown echoed his appreciation to City staff for being efficient.

The hearing was adjourned by Mayor Gene Brown at 5:05 p.m.

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Housing Finance Corporation Local Government Verification of Contribution Form for Newstar Development

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Newstar Development is proposing to redevelop a property at 1801 13th Avenue East, located in the Central CRA district. The proposed project will transform a 4.76-acre site, currently occupied by a commercial/industrial building, into a new affordable housing community. The development is designed to accommodate 100 units within one to three garden-style, three-story buildings. Tailored to serve families, the residential mix will offer 40 one-bedroom, 48 two-bedroom, and 12 three-bedroom apartments ranging from 22%-80% AMI.

Proposed amenities include full appliance packages with in-unit washers/dryers, granite countertops, Energy Star ceiling fans/lighting, community room, fitness center, playground, fenced dog walk area, and balconies.

To finance this project, the developer plans to utilize Low-Income Housing Tax

Credits (LIHTC) and submit an application for the 2026 Revitalization Request for Applications (RFA). This specific funding route requires an $84,000 local government commitment, which represents 3% of the tax credit request amount. The total project cost is estimated at $36,743,510, which will be covered by a mix of sources including a $6,400,000 permanent loan, federal tax credit equity, and an National Housing Trust Fund (NHTF) loan. The project timeline targets an RFA submission deadline of November 4, 2026, with a projected financial closing in January 2028, construction completion by July 2029, and full stabilization by December 2029.

On September 8, 2026, the Central CRA Community Advisory Committee unanimously approved a motion recommending the CRA Board approve a funding amount up to $84,000, the required amount needed from local government to submit the application.

On September 23, 2026, the CRA Board unanimously approved allocating the funding requirement in the amount up to $84,000.

This agenda item is before the City Council because, while the funding will be provided by the CRA, a CRA official is not authorized to sign the required Florida Housing Finance Corporation Local Government Verification of Contribution Form. Under Florida Housing rules, either the Mayor or City Administrator can sign the document to formally commit the funds.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:

Motion to approve authorization the Mayor to execute the Florida Housing Finance Corporation Local Government Verification of Contribution Form, formally committing up to $84,000 in approved CRA funds for Newstar Development's affordable housing project at 1801 13th Avenue East.

ATTACHMENTS:
Florida Housing Finance Corporation Local Government Verification of Contribution Form
Newstar Development - 1801 3th Avenue East

Florida Housing Finance Corporation Local Government Verification Of Contribution Form

Name of Development: Sawgrass Village

Development Location: 1801 13th Avenue E. Bradenton

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

Information regarding the Contribution*

Type of the ONE contribution to be used as a source*	Face amount of ONE contribution*	Net present value amount, if applicable	Contribution amount (face amount minus net present value)
Fee Deferral			
Fee Waiver		Not applicable	Not applicable
Grant	$ 84,000.00	Not applicable	Not applicable
Loan to be repaid			
Loan with forgiveness		Not applicable	Not applicable

*Each form can be used for one type of funding contribution. Use multiple forms if contributing multiple types of funding sources to the same Development (e.g. a combination of loans and grants).

This contribution will not be considered Local Government Area of Opportunity funding. In certain RFAs, this contribution may make the Development eligible for points or other preferences in the selection process. There is no limit on the number of such contributions the Local Government stated above may make to Developments competing in the same RFA. Additionally, loans and grants will be eligible to be considered as a source of funding for the Development.

Certification

This amount is valid for 12 months from the date signed and may be used in any RFA in which the Applicant applies during that time unless a specific RFA is designated here: 2026-212. (Designate an RFA number here if the contribution is only valid in a specific RFA and not intended to be submitted in any other RFA.)

The city/county of Bradenton commits the contribution stated above for the Applicant for its use solely for assisting the proposed Development referenced above. I certify that the foregoing information is true and correct, and that this commitment is effective at least through the date required in the applicable RFA.

	Gene Brown
Signature	Print or Type Name
Mayor	October 14, 2026
Print or Type Title	Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, such as the Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons as described above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 03-2025)

Newstar Development | Bradenton Central CRA
1801 13th Ave E Redevelopment
Agenda

- Introduction
  - Newstar Development and the Bradenton Central CRA partnered to develop Lincoln Village
  - Newstar wants to continue the partnership with the CCRA to develop a new site it has identified at 1801 13th Ave East
  - Populations served could be families or elderly

- Property Information
  - Location – 1801 13th Avenue East
  - 4.76 acres currently occupied by a commercial/industrial building
  - Current zoning / future land use designation – T4-O / RESMED
  - Frontage on 13th Ave East to the south
  - Multifamily to north, east, and west; some single family to the south
  - **Discuss affordable housing use with current entitlements and Live Local**

- Potential Development
  - Up to 105 units
  - 1-3 three-story buildings
  - Review preliminary site plan
    - Demographic – Family
    - Building type – Three-story, garden style
    - Unit mix – 42 1BR, 51 2BR, 12 3BR

- Financial Sources
  - Low-Income Housing Tax Credits (LIHTC)
    - 2026 Revitalization RFA – Due 11/4/26
    - 2027 Medium County RFA – Due August 2027
  - Funding Needs
    - Revitalization RFA requires a local government commitment equal to 3% of the tax credit request amount ($84,000)
    - 2027 Medium County RFA - Local Government Area of Opportunity (LGAO) funding ($460,000)
  - **Available City of CCRA funds?**

- Revitalization RFA Narratives (the CCRA assisted Newstar with Lincoln Village narratives)
  - Community Revitalization Plan
  - Developer experience with Community Revitalization Plans
  - How the Community Revitalization Plan benefits intended residents
  - How the proposed development enhances the priorities of the Community Revitalization Plan

- Timeline
    - RFA Due Date – November 4, 2026
    - FHFC Review Committee – December 1, 2026 at 2pm
    - FHFC Board Approval – December 18, 2026
    - Invitation to Credit Underwriting – April 2027
    - Complete Site and Building Design – September 2027
    - Complete Underwriting – December 2027
    - Closing – January 2028
    - Begin Lease-Up – May 2029
    - Completion of Construction – July 2029
    - Achieve 100% Occupancy – September 2029
    - Stabilization – December 2029

1801 13th Ave E - 9% LIHTC - 100 Units - Family

	9/3/2026
USES	
Land	$2,300,000
Soft Costs (Financing, Legal, LIHTC admin, etc.)	$5,412,786
Site Preparation	$1,500,000
Construction (incl. general conditions, overhead, and profit)	$21,000,180
Construction Contingency	$1,125,009
Developer Fees	$4,671,676
Working Capital	$160,000
Reserves	$581,746
TOTAL USES	**$36,751,397**
SOURCES	
Perm Loan (6.75%, 35 yrs.)	$6,550,000
Fed Tax Credit Equity	$23,797,620
NHTF Loan	$2,750,000
Bradenton CRA LGC (3% of TC request min.)	$84,000
Def Fee	$3,569,777
TOTAL SOURCES	**$36,751,397**

Proposed Sawgrass Village Development



SITE INFO

Areas

Gross Site Area (ac.)	4.93
Stormwater (TOB) (ac.)	1.19

FBC — Coverage & FAR

Ground-floor enclosed area (ft²)	39522
Enclosed cantilever above ground (ft²)	0
Lot coverage — FBC (ft²)	39522
Lot coverage — FBC (gross) (%)	18.4
Enclosed floor area — all levels (ft²)	116443
Floor Area Ratio	0.54
Balconies + porches — unenclosed (excl.) (ft²)	8414
Gross building area incl. unenclosed (ft²)	124857

Unit Count & Parking

1 Bedroom Count (DU)	40
2 Bedroom Count (DU)	48
3 Bedroom Count (DU)	12
Units (Overall) (DU)	**100**

Unit Mix

One Bed (%)	40.0
Two Bed (%)	48.0
Three Bed (%)	12.0

Target/Provided Parking

1 Bed Ratio (sp/du)	1.00
2 Bed Ratio (sp/du)	1.00
3 Bed Ratio (sp/du)	1.00
TargetParking (Spaces)	**100**
Provided Parking (Spaces)	**111**
Excess Parking (Spaces)	**11**

Average Unit Sizes

One Bed (ft²)	653
Two Bed (ft²)	1135
Three Bed (ft²)	1309
Overall Average (Gross) (ft²)	971

Square Footages (Non-Res)

Club (Gross) (ft²)	3179



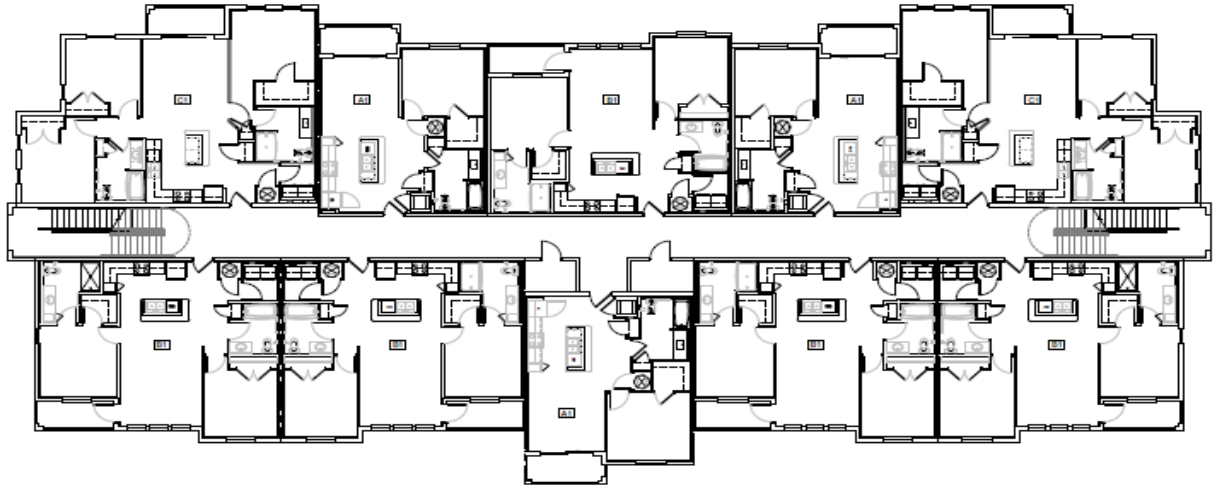


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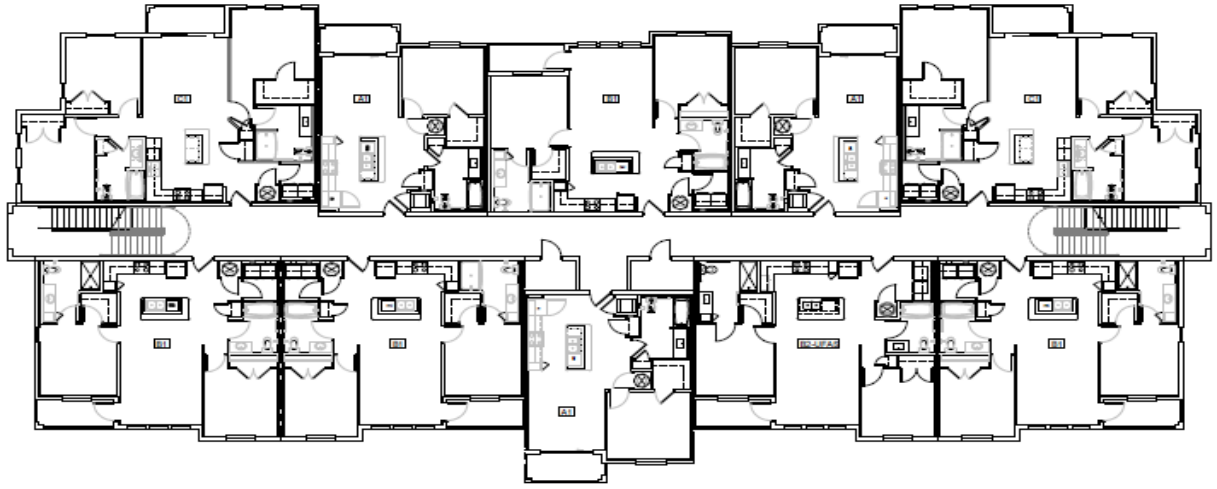
NORTH

SITE SKETCH

Typical Floor Plans



2 Second & Third Floor Plans



1 First Floor Plan

FORUM
ARCHITECTURE & INTERIOR DESIGN, INC.

Grand Oaks

Pinellas County, FL

Preliminary - Not For Construction

Building Type I Floor Plans

A5.11

Sawgrass Village Unit & Resident Information

Building & Unit Count/Mix		
	Size (SF)	Qty
1BR	653	40
2BR	1135	48
3BR	1309	12
Total		**100**

Income Set-Asides				
	22% AMI	30% AMI	60% AMI	80% AMI
1BR	4	6	22	8
2BR	5	7	26	10
3BR	1	2	6	3
Total	**10**	**15**	**54**	**21**

Maximum Income Restrictions				
	22% AMI	30% AMI	60% AMI	80% AMI
1BR	$18,260	$27,390	$54,780	$73,040
2BR	$22,820	$34,230	$68,460	$91,280
3BR	$26,480	$39,720	$79,440	$105,920

Rent Restrictions (Before UA)				
	22% AMI	30% AMI	60% AMI	80% AMI
1BR	$428	$642	$1,284	$1,712
2BR	$513	$770	$1,540	$2,054
3BR	$593	$890	$1,780	$2,374

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Law Enforcement Torch Run Manatee 5K

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: 1 City of Bradenton Public Works Staff and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Torch Run is a fundraiser for Special Olympics. The event will be held April 10, 2027, on the COB Approved Race Route with activities following at the Pavilion area. The event has an expectation of 125 participants.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Law Enforcement Torch Run Manatee 5K event with the stipulations recommended by staff.

ATTACHMENTS:
Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Law Enforcement Torch Run for Special Olympics Date of Application: 04/10/2027

Contact Name: Christopher Deshaies , Rick Alvarado Contact Phone 1: 603-540-1682

Contact Email: [redacted]

Contact Phone 2: 941-526-8559

Address: 100 10th St W

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Law Enforcement Torch Run Manatee 5K Event Date: 04-10-2027

Purpose of Event: Fund Raiser for Special Olympics

Description of Event: 5K

Event Location: Riverwalk

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	04-10-2027	Saturday	0630	0730	~~125~~
Event Day 1	04-10-2026	Saturday	0800	1000	125
Event Day 2					
Event Day 3					

Break Down	04-10-2027	Saturday	1000	1030	

Number of years event has been held: 4 Past Attendance: 100-125

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
10x10	8	530 Riverwalk Dr. W.

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: 4500

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? Manatee County Sheriff's Officer

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.

One speaker

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.

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.

(03/2022)

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, Christopher Deshaies, Rick Alvarado , applicant/event organizer for Law Enforcement Torch Run Manatee 5K(event), scheduled for 04-10-2027 , from 0630 to 1030 , hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

#174 MANATEE COUNTY SHERIFF

Signature of Applicant/Event Organizer

Organization Bradenton P.D.

R.E. ALVARADO Lt. Chris Deshaies 9-7-26

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.

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.

#174 MANATEE COUNTY SHERIFF

Signature of Applicant/Event Organizer

Organization Bradenton P.D.

R.E. ALVARADO Lt. Chris Deshaies 9-7-26

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: Christopher Deshaies and Rick Alverado

Name of Organization: Law Enforcement Torch Run for Special Olympics

Street Address: 100 10th St W

City: Bradenton State: FL Zip: 34205 Telephone: 603-540-1682, 941-526-8559 Email: [redacted]

Name of Event: Law Enforcement Torch Run 5k

Start Date: 04-10-2027 End Date: 04-10-2027 Start Time: 0630 End Time: 1030

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

- 15th St W at Barcarrota
- 14th St W at Barcarrota
- 13th St W at Barcarrota
- 12th St W at Barcarrota
- 10th St W at Barcarrota
- Riverside Dr E at 2nd St E
- 4th St E
- 6th St E at 1st Ave E
- 2nd Ave E
- 3rd Ave E
- 4th Ave E

Proposed detour route (include alternative road and map):



Additional notes and comments: Please see the attached documents for the exact 5K route.

LAW ENFORCEMENT
TORCH RUN®
FOR SPECIAL OLYMPICS
FLORIDA

5K Route Map



Special Olympics Florida

LAW ENFORCEMENT TORCH RUN® FOR SPECIAL OLYMPICS FLORIDA

Site Map

Special Olympics Florida

10x10 Vendor Booth/Tent



LAW ENFORCEMENT TORCH RUN® FOR SPECIAL OLYMPICS FLORIDA

Parking Map



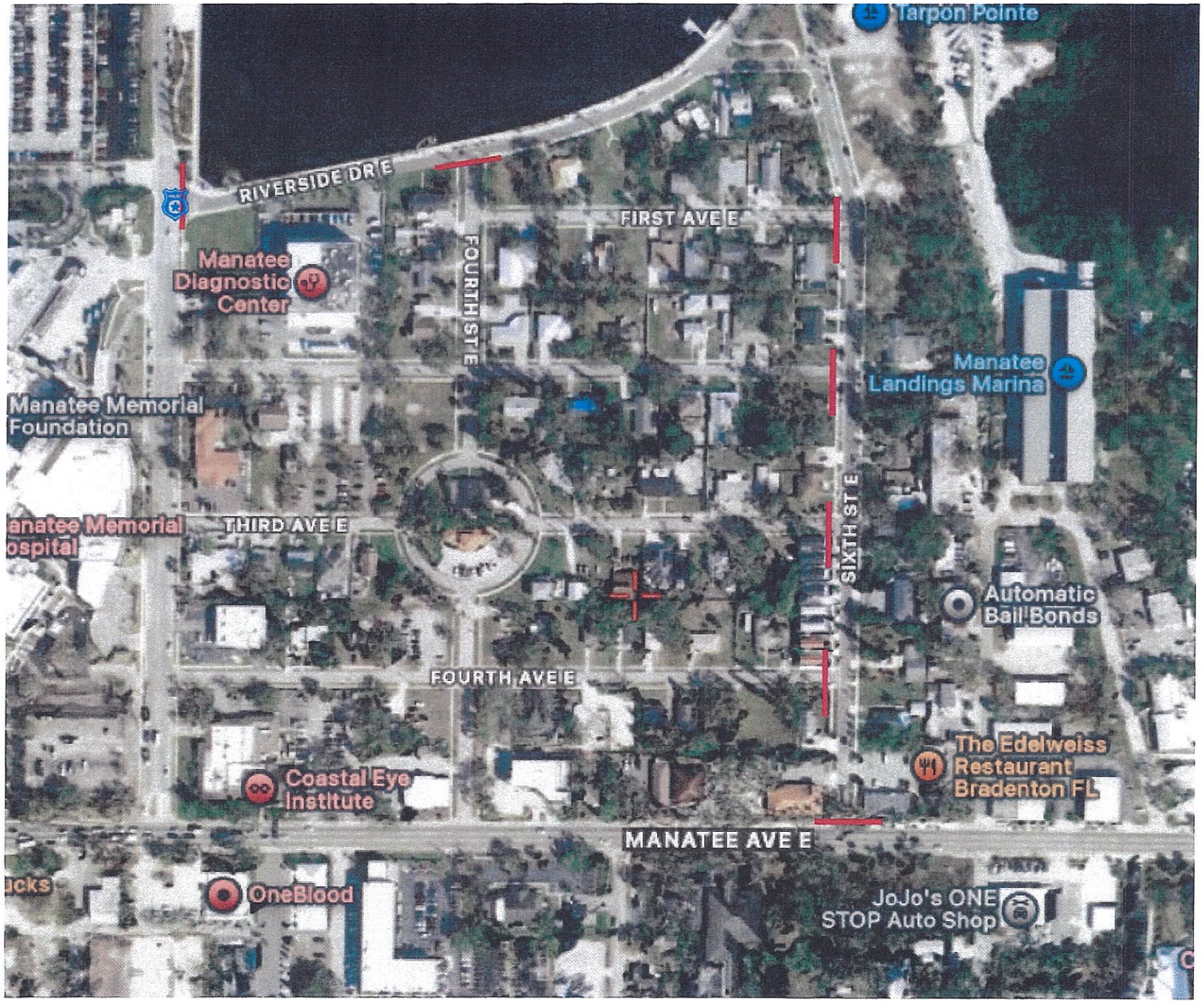
Special Olympics Florida

Riverwalk
Scenic waterfront park with a
3rd Ave
8th St W
4th Ave W
3rd Ave W
9th St W
9th St
Barcarrota Ave
The Bishop Museum of Science and Nature
Planetarium, aquarium & history museum
3rd Ave W
4th Ave W
10th St W
1st Ave W
Manatee Sculpture
City of Bradenton
4th Ave W
12th St W
12th St W
Bradenton Ghost Tours
3rd Ave W
13th St W
1st Ave W
Central Library
4th Ave W
Manatee County Public Library
2nd Ave W
3rd Ave W
14th St W
15th St W
Discovery Center


Riverwalk Splash Park
Suncoast GI Associates
Riverfront Blvd
Regatta Plaza
Rossi Park
4th St W
3rd Ave W
NeuroSpinal Associates PA
Manatee Memorial Hospital
2nd St E
2nd Ave

Riverside Dr E
1st Ave E
2nd Ave E
3rd Ave E
4th Ave E
4th St E
Waterside Dermatology
Manatee Southern Baptist Church
BAHRAM AHMADI
2nd St E
Riverfront Blvd
River walk workout
Manatee Memorial Hospital
Helipad

Road Closure/Type 3 Barricade



AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: LECOM 5K Run the Green Bridge

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: 3 Bradenton Police Department Extra Duty Officers, 2 City of Bradenton Public Works Staff and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
LECOM would like approval to host their annual LECOM 5K Run the Green Bridge on February 20, 2027, in the downtown area of Bradenton and over the Green Bridge. This event runs as partners with the Bradenton Regatta. This is the third year for the 5K and they have an expectation of 500-900 participants.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve LECOM 5K Run the Green Bridge event with the stipulations recommended by staff.

ATTACHMENTS:

Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Lake Erie College of Osteopathic Medicine-Bradenton Date of Application: 9/10/2026

Contact Name: Santiago Lorenzo, Ph.D. Contact Phone 1: 214-562-0719

Contact Email: [redacted] Contact Phone 2: 941-782-5974

Address: 5000 Lakewood Ranch Blvd.

City: Bradenton State: FL Zip: 34211

Event Information

Name of Event: LECOM 5k Run the Green Bridge Event Date: 02/20/2027

Purpose of Event: Fitness event to encourage healthy lifestyles

Description of Event: 5k Race and 1-mile Fun Walk/Run

Event Location: Downtown Bradenton (start/finish 15th St W and 4th Ave W), over the Green Bridge and back. In conjunction with the Bradenton Area River Regatta

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

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	02/20/2027	Saturday	6:00 am	8:00 am	15-20
Event Day 1	02/20/2027	Saturday	8:00 am	11:00 am	500-900
Event Day 2					
Event Day 3					
Break Down	02/20/2027	Saturday	11:00 am	12:00 pm	15-20

Number of years event has been held: 3 Past Attendance: 500

(03/2022)

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

Will any tents be used for the event? Yes

Tent Size	Number of Tents	Tent Location
10x10	8-10	Start/Finish line

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? No

Will the event require electricity? Yes Type of electrical power: _____

Will a generator be used? No Size of generator: _____

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

Vendor Information

Will the event offer food? Yes

Where will the food be prepared? Snacks, fruits and breakfast items. No preparation of cooking on site

Will cooking equipment be used? No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes

Will amplified sound equipment be used? Yes

Will musical entertainment be used? Yes

Please describe any type of entertainment and sound equipment.

Radio DJ and music at the Start/Finish line

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

Are live animals planned to be at the event? No

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes

Solid Waste Service? Yes

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes

Please indicate how many and location on required site plan.

Sanitary facilities will already be in place for the Regatta

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 Note: Please complete the Street Closure Form.

May not need any additional street closures that was already planned for the Regatta

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, Santiago Lorenzo, applicant/event organizer for LECOM 5k Run the Green Bridge (event), scheduled for (date&hours), 02/20/2027 from 8:00 am to 11:00 am, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer	Lake Erie College of Osteopathic Medicine-Bradenton Organization
Santiago Lorenzo, Ph.D. Typed or Printed Name and Title	09/10/2026 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.

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 of Applicant/Event Organizer	Lake Erie College of Osteopathic Medicine-Bradenton Organization
Santiago Lorenzo, Ph.D. Typed or Printed Name and Title	09/10/2026 Date

(03/2022)

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

Name of Requestor: Santiago Lorenzo

Name of Organization: Lake Erie College of Osteopathic Medicine -Bradenton

Street Address: 5000 Lakewood Ranch Blvd.

City: Bradenton State: FL Zip: 34211

Telephone: 214-562-0719 Email: [redacted]

Name of Event: Start LECOM 5k Run the Green Bridge

Date: 02/20/2027 End Date: 02/20/2027 Start Time: 6:00 am End Time: 11:00 am

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

Approved race route from 2024 and 2025 attached with the appropriately marked road closures

Proposed detour route (include alternative road and map):

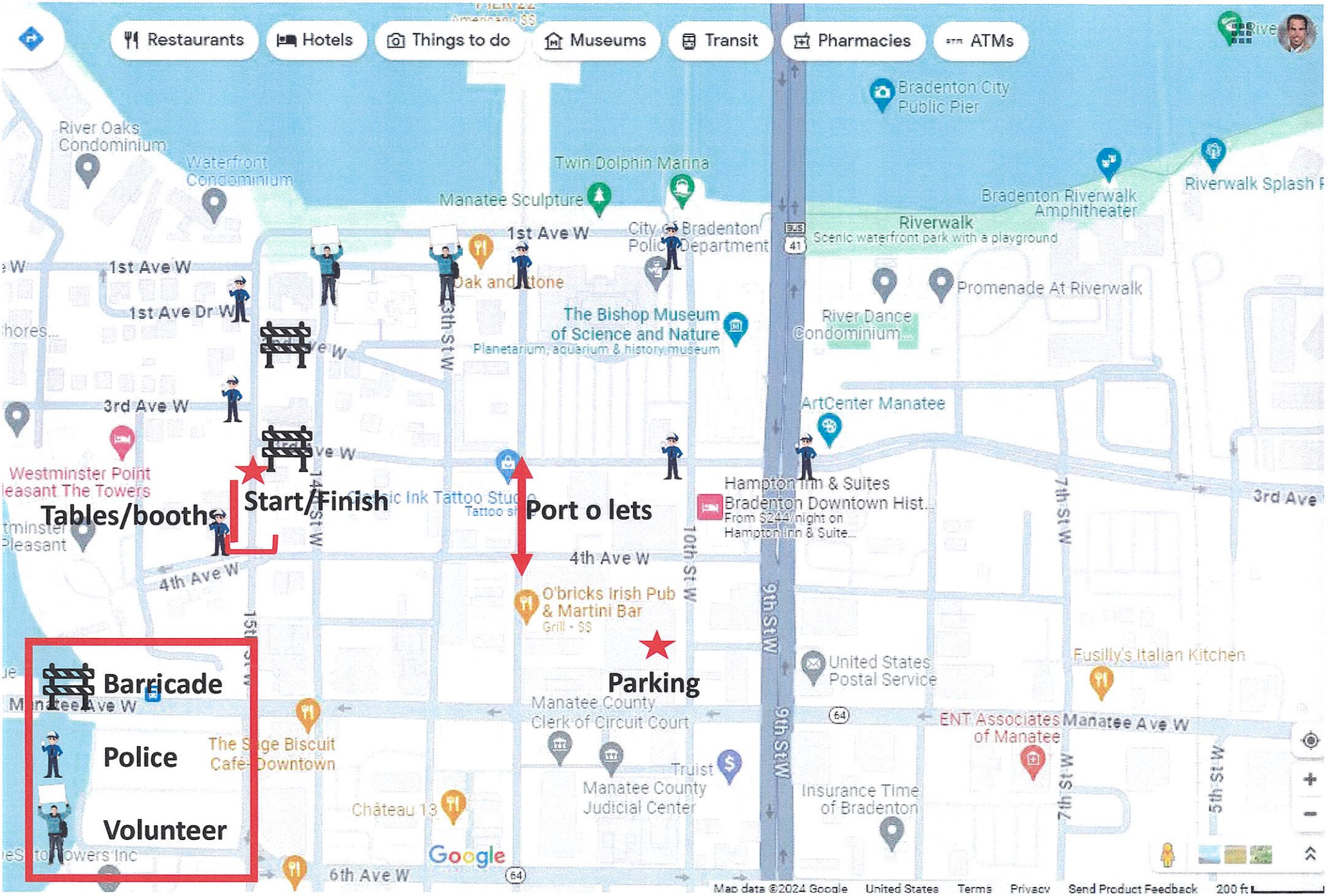
Additional notes and comments:

This event is being planned in conjunction wih the Bradenton River Regatta and alongside Mike Fetchko

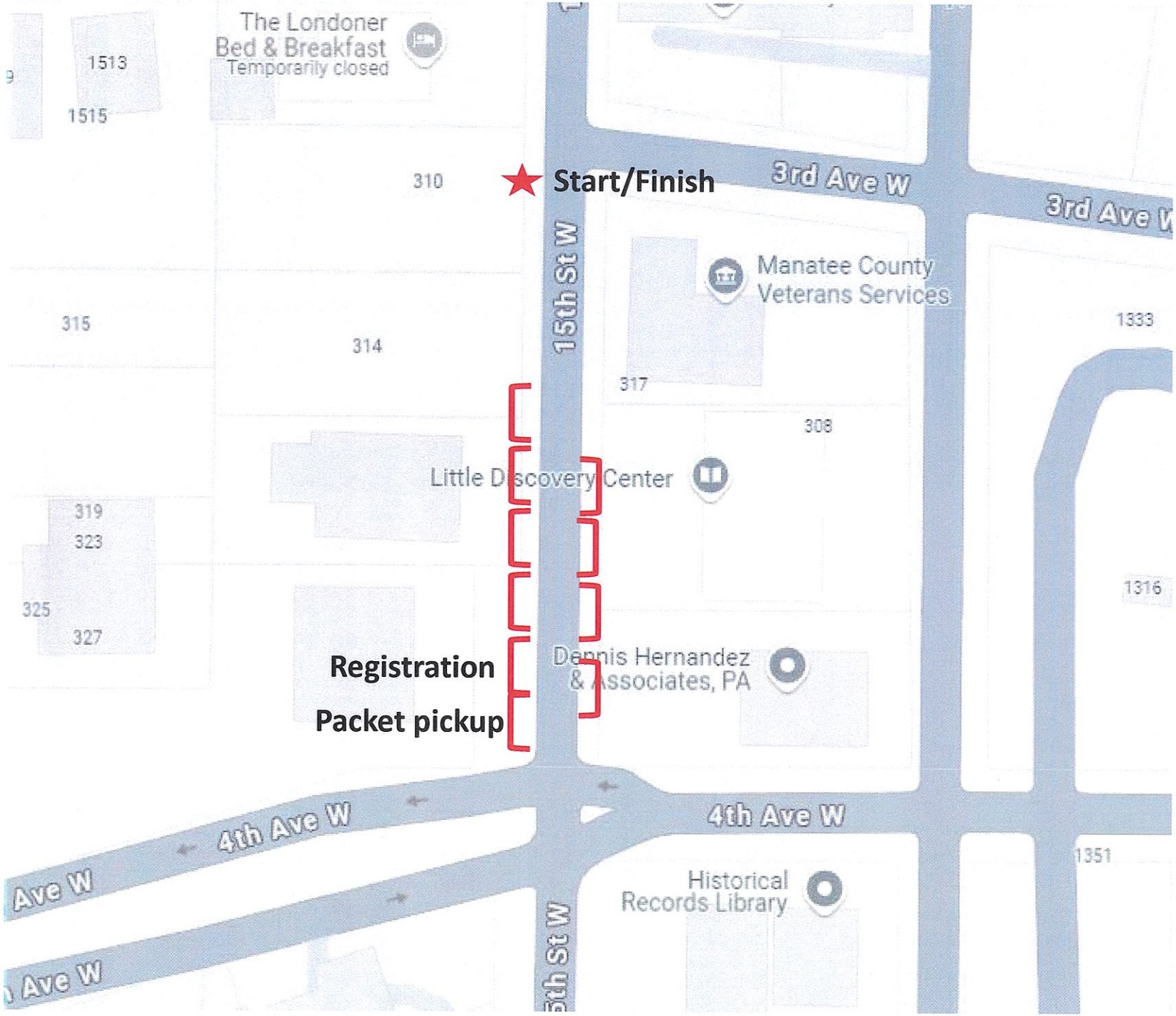
(03/2022)



LECOM
5K
Run the
Green
Bridge
2/20/27



2027 Lecom Run the Green Bridge
2/20/27



2027
Lecom
Run the
Green
Bridge

2/20/27

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Light Up My Life Ride

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: Bicycle lights and safety helmets as required and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Team Bradenton (Law Enforcement United) wishes to host a fundraiser for law enforcement with a family friendly bicycle ride with lights along Riverwalk Approved Race Route. This is a first-time event and has an expectation of up to 100 participants.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Light Up My Life event with the stipulations recommended by staff.

ATTACHMENTS:
Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: TEAM BRADENTON Date of Application: 09/18/2026

Contact Name: ANTHONY RAMDATH Contact Phone 1: 941-737-3799

Contact Email: [redacted] Contact Phone 2: _____

Address: 100 10TH ST W

City: BRADENTON State: FL Zip: 34205

Event Information

Name of Event: LIGHT UP MY LIFE Event Date: 02/06/2027

Purpose of Event: FUNDRAISER FOR LAW ENFORCEMENT UNITED

Description of Event: FAMILY FRIENDLY BICYCLE RIDE W/LIGHTS ON BICYCLES

Event Location: BRADENTON RIVER WALK

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	02/06/2027	SATURDAY	5:00 pm	6:00 PM	10
Event Day 1	02/06/2027	SATURDAY	6:00 PM	8:00 PM	LESS THAN 100 PEOPLE
Event Day 2	N/A	—	—	—	—
Event Day 3	N/A	—	—	—	—
Break Down	02/06/2027	SATURDAY	8:00 PM	8:30 PM	10

Number of years event has been held: Ø Past Attendance: Ø

(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
N/A		

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? N/A

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.

N/A

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.

N/A

(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, ANTHONY RAMDATH, applicant/event organizer for LIGHT UP MY LIFE (event), scheduled for (date&hours), 02/06/2027, from 6:00pm to 8:00pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

TEAM BRADENTON
Organization

ANTHONY RAMDATH (TEAM CAPTAIN)
Typed or Printed Name and Title

9/17/26
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.

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 of Applicant/Event Organizer

TEAM BRADENTON
Organization

ANTHONY RAMDATH (TEAM CAPTAIN)
Typed or Printed Name and Title

9/17/26
Date

(03/2022)

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

Name of Requestor: N/A

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

Start Date: _____ End Date: _____ Start Time: _____ End Time: _____

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

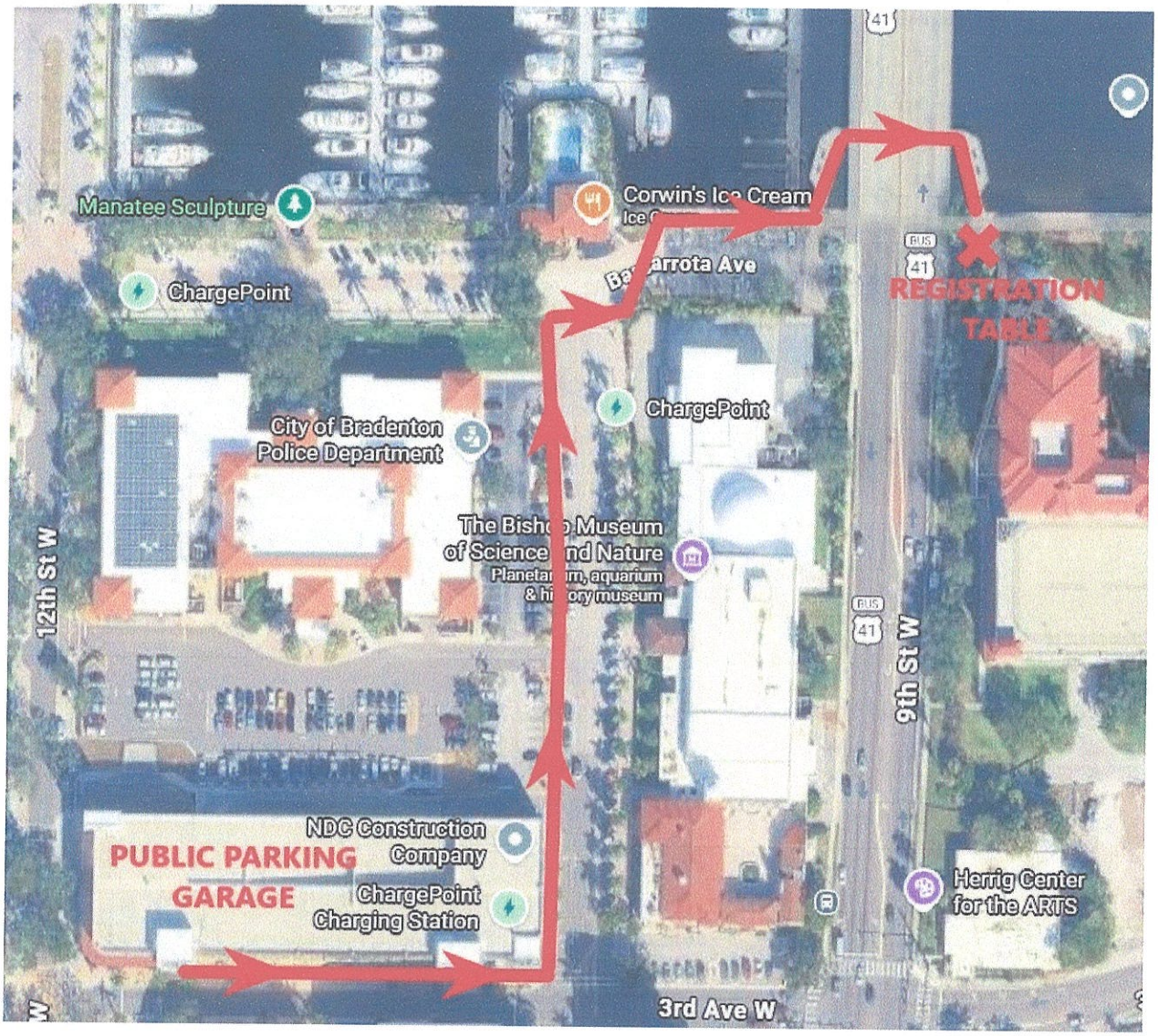
N/A

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)

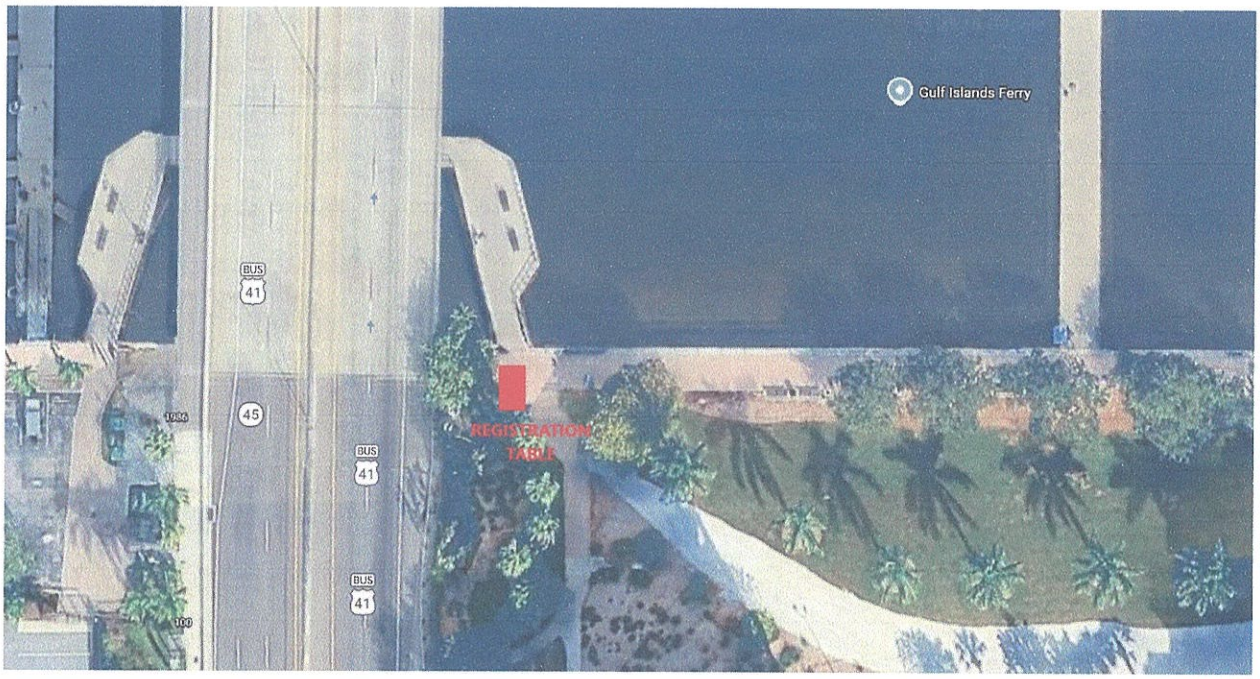
Light Up My Life Site Plan



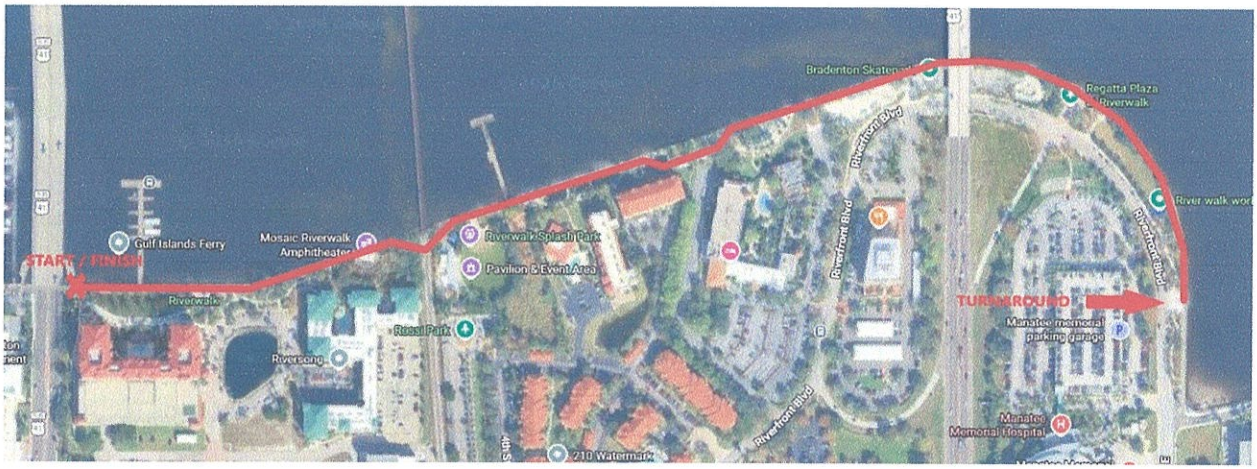
Parking at the public parking garage at 1100 3rd Ave W.

Participants then walk to the registration table at the River Walk Park along the route shown on the map.

Light Up My Life Site Plan



When participants arrive at the registration table, they can check in with the event staff and sign a waiver.



The bicycle route will start at The Riverwalk by the Green Bridge and proceed east to the turnaround location just north of the intersection of Riverside Drive East. The participants will then turn around and ride back to the finish location where they started at the Green Bridge. They can repeat the route throughout the time frame of the event.

Light Up My Life Site Plan



The turnaround location is the gravel area just north of the intersection of 2nd Street East and Riverside Drive East. An event staff member will be there to direct them to turn around.

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-77 - Fire Pension Board Reappointment

SUGGESTED ACTION: Approval and Confirmation

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Fire Pension Board has reappointed Steve Rissler for a term to expire October 2028. This is a board elected position.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 26-77.

ATTACHMENTS:
Resolution 26-77

RESOLUTION NUMBER 26-77

A RESOLUTION REAPPOINTING **STEVE RISSLER** TO THE **FIRE PENSION BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

WHEREAS, the City is desirous of appointing outstanding members of the community to this board.

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

The Fire Pension Board unanimously elected Steve Rissler, and the City Council approves and confirms the appointment from this date hereof:

STEVE RISSLER for a term to expire October 2028.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of October, 2026.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: CentralSquare OneSolution CAD/RMS Cloud Migration and System Upgrade - Utilizing the Florida Department of Law Enforcement Grant Award - BB010 for Year 1

SUGGESTED ACTION:
Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The Bradenton Police Department is requesting approval to upgrade its existing CentralSquare OneSolution Computer-Aided Dispatch (CAD) and Records Management System (RMS) and migrate the system from its current on-premises environment to a cloud-hosted environment. The project upgrades and modernizes the Department's existing CAD/RMS platform and includes implementation and migration services to Central Square One and associated system components, including Freedom and Centerline.

The City has received FDLE Grant Award BB010 in the amount of $500,000 to support the project. The estimated Year 1 cost for the CentralSquare portion of the project is $311,080.96, which includes first-year subscription costs and implementation services. The agreement provides for a five-year term and includes protections allowing the City to terminate without penalty under specified circumstances, including the inability to obtain necessary FDLE/CJIS approvals or

failure to successfully implement the hosted solution in accordance with project milestones and performance requirements.

The City’s Procurement Division has approved the procurement as a sole-source purchase. The City conducted a seven-day public advertisement of the proposed sole-source procurement and received no responses.

FINANCIAL IMPACT:

FDLE Grant Award BB010 funds implementation and Year 1 project costs in the amount of $500,000. The CentralSquare agreement identifies a Year 1 amount of $311,080.96.

Beginning in Year 2, annual recurring costs under the agreement are $315,074.80, representing a net annual increase of $97,436.80 over the City's current recurring costs of $217,638.00. The agreement provides for 0% annual subscription increases through Year 5. The City is pursuing additional grant funding for this project.

ATTORNEY REVIEW/RECOMMENDATION:

The Police Legal Advisor reviewed the agreement for legal sufficiency and form; the agreement includes various recommendations.

SUGGESTED MOTION:

Motion to approve the Amendment to the Sungard HTE Inc., Software License and Services Agreement for the CAD/RMS cloud migration and system upgrade, and utilize the FDLE Grant Award BB010, and approve the sole-source procurement and associated agreement with CentralSquare Technologies, authorizing the Mayor to execute the amendment.

ATTACHMENTS:

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Department of Transportation (FDOT) Impaired Driving Enforcement Grant – Project No. M5HVE-2027-00411

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The Bradenton Police Department has been awarded $26,500 through the Florida Department of Transportation for the FY 2026–2027 Impaired Driving Enforcement Grant, Project No. M5HVE-2027-00411.

Grant funding will support enhanced impaired-driving enforcement and educational activities designed to reduce crashes, injuries, and fatalities associated with impaired driving. The approved project budget provides $25,000 for law enforcement overtime associated with high-visibility impaired-driving enforcement activities and $1,500 for Fatal Vision impairment simulation goggles to support impaired-driving education and outreach efforts. Council approval will allow city staff to complete grant documents and forward the finalized agreement to the Mayor for signature, and authorize the Mayor to execute any amendments.

FINANCIAL IMPACT:

The City will receive $26,500 in grant funding from the Florida Department of Transportation. The grant provides $25,000 for overtime and $1,500 for Fatal Vision impairment simulation goggles. No ongoing costs are anticipated.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed by Police Legal Advisor for sufficiency and form.

SUGGESTED MOTION:

Motion to approve acceptance of the FY 2026–2027 FDOT Impaired Driving Enforcement Grant, Project No. M5HVE-2027-00411, in the amount of $26,500.

ATTACHMENTS:
FDOT Impaired Driving Enforcement Grant

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** M5HVE-2027-00411	**FDOT Contract Number:**
Federal Funds Awarded: $26,500	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2026

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Safe Roads DUI 2027 Initiave
2. Federal Funding: $26,500 Match: $0 Total Cost: $26,500

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of Bradenton	Agency Name:	Bradenton Police Department
Address:	101 Old Main Street	Address:	100 10th St West
City:	Bradenton	City:	Bradenton
State:	Florida	State:	Florida
Zip:	34205	Zip:	34205

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 596000283

6. Federal Unique Entity Identifier (UEI) Number: P3FLJ98L86V8

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Rob Perry	Name:	Jeremy Giddens
Address:	101 Old Main Street	Address:	100 10th St West
City:	Bradenton	City:	Bradenton
State:	Florida	State:	Florida
Zip:	34205	Zip:	34205
Telephone:	(941) 932-9442	Telephone:	(941) 932-9350
E-mail:	Rob.Perry@bradentonFL.gov	E-mail:	Jeremy.Giddens@bradentonpd.com
9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Sandy Orsino	Name:	Alexandra Emrich
Title:	Fiscal Services	Title:	Lieutenant
Telephone:	(941) 932-9362	Telephone:	(941) 932-9368
E-Mail:	Sandra.Orsino@bradentonpd.com	E-Mail:	Alexandra.Emrich@bradentonpd.com

11. Payment Remittance Address:
    - Name: City of Bradenton
    - Address: 101 Old Main Street
    - City: Bradenton
    - State: Florida
    - Zip: 34205

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

Impaired driving continues to be a significant and measurable traffic safety problem in the city of Bradenton and aligns with statewide concerns identified by the Florida Department of Transportation (FDOT). Statewide in 2024, Florida recorded 380,579 traffic crashes, resulting in 3,125 fatalities and 246,008 injuries. Of those crashes, 5,292 were alcohol- or drug-related, representing approximately 2.05% of all crashes. Alcohol-related crashes statewide resulted in 608 fatalities and 3,152 serious bodily injuries. Florida continues to rank among the highest states nationally in traffic fatalities, reinforcing impaired driving as a priority emphasis area.

Between 2019 and 2025, total crashes within Bradenton increased from 1,881 crashes in 2019 to 2,035 crashes in 2025. Although crashes declined to 1,601 in 2020, totals rebounded in subsequent fiscal years: 1,810 in 2021, 1,835 in 2022, 1,661 in 2023, and 1,738 in 2024. The 2025 total of 2,035 crashes represents the highest crash volume recorded during the seven-year review period and reflects a continued upward trajectory in crash exposure.

Alcohol-related crash data demonstrates fluctuation followed by a significant resurgence in 2025. According to Bradenton Police Department (BPD) RMS data, alcohol-related crashes accounted for 16 (0.85%) in 2019, 27 (1.67%) in 2020, and 39 (2.15%) in 2021. Alcohol-related crashes declined in 2022 (18 crashes, 0.98%), 2023 (21 crashes, 1.26%), and 2024 (12 crashes, 0.69%). However, in 2025, alcohol-related crashes increased sharply to 49 incidents.

The increase from 12 alcohol-related crashes in 2024 to 49 in 2025 represents a 308% increase in one fiscal year. With 2,035 total crashes in 2025, alcohol-related crashes accounted for approximately 2.41% of all crashes within the city. This percentage exceeds the statewide average of 2.05% and represents more than a threefold increase compared to 2024.

Severity data further underscores the scope of the problem. Signal Four Analytics indicates that alcohol-related crashes resulted in one fatality in 2019, one in 2020, and one in 2021. 2022 recorded three alcohol-related fatalities. 2023 and 2024 each recorded one alcohol-related fatality.

In 2025, alcohol-related crashes resulted in eight fatalities and 28 serious bodily injuries, the highest number of alcohol-related fatalities and serious injuries during the seven-year review period. The increase from one fatality in 2024 to eight fatalities in 2025 reflects a 700% increase in alcohol-related fatalities in a single fiscal year.

Of the 36 alcohol-related injury crashes recorded in 2025, 28 resulted in serious bodily injury and eight resulted in fatalities, meaning the majority of alcohol-related injury crashes resulted in severe or fatal outcomes. This reflects not only an increase in frequency, but a substantial escalation in crash severity.

Driving under the influence (DUI) enforcement activity has remained ongoing during this period. The Bradenton Police Department made 68 DUI arrests in 2019 and 97 in 2020. Arrest totals declined to 65 in 2021 and 58 in 2022, increased to 87 in 2023, declined again to 56 in 2024, and increased modestly to 64 in 2025. Despite continued enforcement activity, DUI arrests increased only slightly from 2024 to 2025, while alcohol-related crashes increased by 308% and alcohol-related fatalities increased by 700% during the same period. This divergence indicates impaired driving remains prevalent and continues to contribute to serious crash outcomes.

According to the FDOT Highway Safety Matrix (Group II municipalities), Bradenton is ranked 29th out of 105 cities statewide for impaired driving. This places Bradenton within the top 28% of ranked municipalities for impaired driving crash activity and confirms impaired driving as a documented priority issue within the jurisdiction.

Bradenton encompasses approximately 16 square miles and serves as the largest incorporated municipality in Manatee County. The city experiences ongoing residential growth, increased commuter traffic, and seasonal

tourism. As the southern spring training home of the Pittsburgh Pirates, Bradenton experiences seasonal traffic surges that increase exposure risk and traffic density on five major state roadways and numerous county and local roads.

Data from 2019 through 2025 demonstrate that impaired driving continues to contribute to crash frequency and severity in the city of Bradenton. Total crashes have reached a seven-year high, alcohol-related crash percentages exceed statewide averages, and 2025 recorded the highest number of alcohol-related fatalities and serious injuries during the review period. Based on multi-year crash trends and Highway Safety Matrix ranking, impaired driving remains a significant and ongoing traffic safety problem within the city.

2. Proposed Solution:

Bradenton Police Department's 2027 impaired driving enforcement program is designed to reduce alcohol-related crashes, serious bodily injuries, and fatalities within the city of Bradenton through sustained, high-visibility enforcement (HVE) and community education. Based on recent crash data demonstrating an increase in alcohol-related crashes and a significant rise in alcohol-related fatalities and serious injuries in 2025, BPD will intensify proactive enforcement efforts during this subgrant period.

With additional funding provided through this subgrant from the Florida Department of Transportation (FDOT), the Bradenton Police Department will implement evidence-based countermeasures outlined in the 11th edition of the National Highway Traffic Safety Administration's publication Countermeasures That Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices. Chapter's one and two strategies emphasize deterrence, education, high-visibility enforcement, saturation patrols, zero-tolerance enforcement, open-container enforcement, and integrated enforcement. The primary objective is to increase the perceived and actual risk of arrest for impaired driving within the city.

During the grant period, the Bradenton Police Department will conduct at least fifteen (15) high-visibility impaired-driving enforcement campaigns. These operations will be strategically scheduled during high-risk periods, including weekends, holidays, special events, and peak evening hours. Patrol locations will be selected based on crash data analysis, DUI arrest trends, areas with documented alcohol-related crashes, and citizen complaints.

The city's downtown corridor contains numerous bars and restaurants that experience increased patronage on weekend nights, contributing to elevated traffic volume and increased exposure risk. Additional establishments throughout the city and county further contribute to nighttime traffic density. Officers working overtime through subgrant funds will conduct proactive patrols in these areas to identify impaired drivers, enforce open-container laws, and ensure compliance with underage-drinking regulations at local establishments, including bars, restaurants, and retail locations.

Each officer receiving overtime reimbursement during high-visibility enforcement operations will document activity using FDOT's Impaired Driving High Visibility Enforcement Activity Report. Grant-funded officers may also respond to traffic crashes where driver impairment is suspected as part of these operations. These enforcement activities are intended to increase DUI detection, reduce impaired driving behavior, and deter future violations.

In addition to enforcement, public awareness and education will play a critical role in reinforcing deterrence. The Bradenton Police Department will conduct at least twenty-five (25) public information and media campaigns during the subgrant period. These campaigns will include traditional media releases, social media messaging, and coordination with statewide impaired-driving mobilizations, such as Drive Sober or Get Pulled Over. The Department's Public Information Office and Social Media Manager will disseminate information on enforcement efforts and impaired-driving prevention messaging throughout the year.

The Department will also conduct at least two (2) youth-focused educational outreach programs addressing the dangers and consequences of impaired driving. Although underage drinking accounts for a relatively small percentage of crashes within the city, prevention and early education remain essential components of long-term traffic safety strategies.

Through increased overtime-funded high-visibility enforcement operations, targeted patrol deployment in high-risk areas, and sustained public information efforts, the Bradenton Police Department aims to reduce alcohol-related crashes and prevent further serious injuries and fatalities. These coordinated efforts are designed to support FDOT's statewide impaired-driving reduction priorities and enhance traffic safety in Bradenton.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.

b. Strive to decrease impaired driving crashes and fatalities citywide by 2% when compared to the 10/01 to 06/30 time period from the previous year.

c. Conduct a minimum of 15 impaired driving high visibility overtime enforcement operations during the project period.

d. Participate in the Drive Sober or Get Pulled Over campaign through impaired driving overtime enforcement operations and educational/community activities.

e. Conduct a minimum of 2 educational/community outreach events to increase impaired driving awareness during the project period and provide details.

f. Provide impaired driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 25 times during the project period.

4. Evaluation:

a. Enforcement activity start date.

b. Impaired driving crashes and fatalities are reduced by 2% citywide when compared to the 10/01 to 06/30 time period from the previous year.

c. The number of impaired driving high visibility overtime enforcement operations conducted during the project period.

d. The number of impaired driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Drive Sober or Get Pulled Over campaign.

e. Detail all educational/community outreach events conducted or participated in to increase impaired driving awareness during the project period.

f. The number of instances that impaired driving information and education is provided to the public through the use of multimedia outlets during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Safe Roads DUI 2027 Initiave

Project Number: M5HVE-2027-00411

FDOT Contract Number:

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary	Overtime Salary for sworn law enforcement personnel.	$25,000	$0	$25,000	No
	Subtotal:	**$25,000**	**$0**	**$25,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
Fatal Vision Alcohol Impairment Goggles	For the purchase of Fatal Vision Alcohol Simulation Goggles for program implementation and outreach.	$1,500	$0	$1,500	No
	Subtotal:	**$1,500**	**$0**	**$1,500**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$26,500**	**$0**	**$26,500**	

Part IV: PERFORMANCE REPORT

Project Title: Safe Roads DUI 2027 Initiave

Project Number: M5HVE-2027-00411

FDOT Contract Number:

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted impaired driving enforcement.
4. Conduct impaired driving high visibility enforcement operations.
5. Conduct and/or participate in outreach/educational events/activities for impaired driving.
6. Disseminate impaired driving information and education to the public through the use of either message boards, local media outlets, social media, and/or press releases during this claim period.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

   (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program; and/or
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. Offsets. If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. Buy America Act. The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. FHWA and/or NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. Clean Air Act and Federal Water Pollution Control Act. Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

(a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination (‘‘Federal Nondiscrimination Authorities’’). These include but are not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);

(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

(f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms ‘‘programs or activities’’ to include all of the programs or activities of the Federal aid recipients, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);

(g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and

(h) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

(1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

(2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

(3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;

(4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

(5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

        ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* ''grassroots'') lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 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 a public 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list 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 a public 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. Equipment. Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

(a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

(b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

(c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

(d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

(e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. Expense Purchases for $200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. How this Agreement is Affected by Provisions Being Held Invalid. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

(a) Failure to provide the required audits;

(b) Failure to provide required performance and final narrative reports in the required time frame;

(c) Failure to perform work described in Part II of this Agreement;

(d) Failure to provide reimbursement requests and performance reports in the required time frame;

(e) Providing fraudulent performance reports or reimbursement requests; or

(f) Misuse of equipment purchased with Federal highway safety funds.

60. Performance. In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

(a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

(b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as “overtime”, per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient’s payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

ii. Total contract amount;

iii. Scope of work/Services to be provided;

iv. Quantifiable, measurable, and verifiable units of deliverables;

v. Minimum level of service to be performed and criteria for evaluating successful completion;

vi. Budget/Cost Analysis; and

vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement**:
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** *(see Section 4 of Part V)*

iii. **Certification Regarding Federal Lobbying** *(see Section 21(a) of Part V)*

iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

v. **DBE Clause** *(see Section 10 of Part V)*

vi. **E-Verify Clause** *(see Section 33 of Part V)*

vii. **Nondiscrimination Clause** *(see Section 16(h) of Part V)*

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34(b) of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28(b) of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22(c) of Part V)*

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

Subrecipients will be reimbursed for indirect costs up to the first $50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

(a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

(b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

(m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcement.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods

(n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.

(o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.

(p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by …." or "Provided by …" may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words “Funding provided by the Florida Department of Transportation” or “Funded by FDOT” shall appear on or in all items. “Brought to you by” or “Provided by” may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo “Use of NHTSA Highway Safety Grant Funds for Certain Purchases” (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☐ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:** $26,500

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds - Project Number RS-2027-00413

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Bradenton Police Department has tentatively been awarded $38,000 through the Florida Department of Transportation for the FY 2026-2027 Work Zone Grant, Project Number RS-2027-00413. Grant funding will support enhanced traffic enforcement and officer visibility in and around designated work zones to promote vehicle and worker safety and reduce unsafe driving patterns. The approved budget includes $20,000 for law enforcement overtime associated with grant-funded enforcement activities and $18,000 to purchase a variable message board to support traffic safety messaging and enforcement operations. Upon Council approval and FDOT approval, grant documents will be forwarded to the Mayor for signature.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Police Legal Advisor for legal sufficiency and form.

SUGGESTED MOTION:

Motion to approve acceptance of the Subgrant for Highway Traffic Safety Funds and authorize city staff to finalize all grant-related documents and authorize the Mayor to execute the final agreement and any amendments.

ATTACHMENTS:
FDOT Subgrant for Highway Traffic Safety Funds

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** RS-2027-00413	**FDOT Contract Number:**
Federal Funds Awarded: $38,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2027

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Work Zone Speed Enforcement Initiative
2. Federal Funding: $38,000 Match: $0 Total Cost: $38,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of Bradenton	Agency Name:	Bradenton Police Department
Address:	101 Old Main Street	Address:	100 10th St West
City:	Bradenton	City:	Bradenton
State:	Florida	State:	Florida
Zip:	34205	Zip:	34205

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 596000283
6. Federal Unique Entity Identifier (UEI) Number: P3FLJ98L86V8

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Rob Perry	Name:	Jeremy Giddens
Address:	101 Old Main Street	Address:	100 10th St West
City:	Bradenton	City:	Bradenton
State:	Florida	State:	Florida
Zip:	34205	Zip:	34205
Telephone:	(941) 932-9442	Telephone:	(941) 932-9350
E-mail:	Rob.Perry@bradentonFL.gov	E-mail:	Jeremy.Giddens@bradentonpd.com

9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Sandy Orsino	Name:	Alexandra Emrich
Title:	Fiscal Services	Title:	Lieutenant
Telephone:	(941) 932-9362	Telephone:	(941) 932-9305
E-Mail:	Sandra.Orsino@bradentonpd.com	E-Mail:	Alexandra.Emrich@bradentonpd.com

11. Payment Remittance Address:
    - Name: City of Bradenton
    - Address: 101 Old Main Street
    - City: Bradenton
    - State: Florida
    - Zip: 34205

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

The City of Bradenton is experiencing sustained traffic growth and infrastructure expansion along major arterial corridors, contributing to increased crash exposure within active work zones. Primary state roadways including State Road 64 (Manatee Avenue), State Road 55 (U.S. 41/Tamiami Trail), and State Road 684 (Cortez Road West) function as high-volume regional connectors serving commuters, freight traffic, tourism, and local circulation throughout Manatee County and Florida Department of Transportation (FDOT) District 1.

Average Annual Daily Traffic (AADT) volumes along these corridors routinely range from approximately 30,000 to over 50,000 vehicles per day, depending on segment location. These high traffic volumes significantly elevate risk during construction operations due to increased vehicle interactions, congestion, and driver decision-making conflicts. Even minor reductions in speed compliance can substantially increase crash severity under these conditions.

Over the past several years, Manatee County has recorded thousands of traffic crashes annually, including fatal and serious injury incidents. Speeding and aggressive driving remain consistent contributing factors in severe crashes statewide. Nationally, the National Highway Traffic Safety Administration reports 899 work zone fatalities and approximately 39,000 work zone injuries in 2023, with an estimated 101,000 total work zone crashes nationwide, reflecting the elevated exposure present within high-growth and high-construction states.

Bradenton has been identified as a Group II Work Zone priority city, ranking 37th statewide for work zone crash concerns and 49th for speeding and aggressive driving among peer jurisdictions. These rankings reflect measurable crash patterns requiring targeted intervention.

The city was recently awarded approximately $3 million for SR 64 safety improvements, specifically focused on sidewalk enhancements and pedestrian infrastructure upgrades. While these improvements represent a long-term investment in corridor safety and accessibility, the construction phase will introduce extended active work zones including lane shifts, narrowed travel lanes, temporary traffic control devices, construction staging areas, and workers operating adjacent to live traffic. These temporary conditions significantly increase crash risk, particularly in high-speed environments where motorists fail to comply with posted reduced work zone speed limits.

Additionally, continued residential and commercial development throughout Bradenton has increased traffic demand on feeder roadways connecting to SR 64, SR 55, and SR 684. Seasonal tourism and commuter traffic further intensify congestion. As congestion increases, aggressive driving behaviors—including speeding, unsafe lane changes, tailgating, and distracted driving—become more prevalent. Work zones compound these risks by altering normal traffic patterns and reducing recovery space.

The presence of vulnerable road users along these corridors further elevates risk. SR 64 and adjacent local roadways include pedestrian crossings, transit stops, and access to commercial and residential areas. Construction activity may temporarily reroute pedestrian pathways, placing individuals closer to active traffic lanes. In 2023, 176 pedestrians were killed in work zones nationwide, highlighting the heightened vulnerability of individuals exposed to temporary traffic control environments. Excessive speed dramatically increases stopping distance and crash severity, reducing survivability for pedestrians, bicyclists, motorists, and roadway workers.

Work zone crashes also carry substantial economic consequences. National comprehensive crash costs associated with work zones are estimated at $34 billion annually. These impacts include medical expenses, lost productivity, congestion-related delays, and property damage, further underscoring the importance of proactive enforcement strategies.

This initiative also supports enforcement of Florida's Move Over / Slow Down law, which requires drivers to move over or reduce speed for stopped emergency and service vehicles, including those operating within work

zones. Compliance with this statute is critical to protecting first responders, construction personnel, and law enforcement officers working in temporary traffic control areas.

The proposed Work Zone Speed Enforcement Initiative directly aligns with the priorities of the Florida Department of Transportation (FDOT) Strategic Highway Safety Plan and Target Zero goals within FDOT District 1. Emphasis areas addressed include:

- Speeding and Aggressive Driving
- Work Zones
- Vulnerable Road Users
- High-Visibility Enforcement

Without proactive, data-driven enforcement during ongoing and planned construction projects, Bradenton faces continued exposure to preventable speed-related crashes within work zones. Grant funding will enable the city to deploy targeted, high-visibility enforcement operations along SR 64, SR 55, SR 684, and affected local roadways to increase compliance with reduced speed limits, deter aggressive driving behavior, and protect both roadway workers and the traveling public.

2. Proposed Solution:

To combat crashes in work zone areas, our efforts focus on countermeasures as listed in the National Highway Traffic Safety Administration's (NHTSA) Countermeasures That Work Guide 11th Edition Chapter 4 Speeding and Speed Management and Chapter 5 Distractive Driving.
- Chapter 4: Enforcement: Speed and Speed Management within work zone areas.
- Chapter 5: High-Visibility Cell Phone Enforcement within work zone areas and Communication Campaigns

The Bradenton Police Department (BPD) aims to reduce speed, aggressive and distracted drivers around the Work Zone areas. This will be done through education and enforcement focusing on Work Zone Traffic Safety. BPD will utilize resources to conduct high-visibility, zero-tolerance enforcement operations at work zone locations. BPD will also include utilizing message boards providing the motoring public advance notice of an upcoming work zone and using social media to warn the public of work zone areas.

Through subgrant-funded overtime assignments, officers will be deployed to active work zones and surrounding corridors during peak traffic periods, high-volume travel times, and phases of construction involving lane closures, traffic shifts, or reduced speed zones. Enforcement efforts will focus on violations that most directly threaten worker safety, including excessive speed, aggressive driving, failure to obey temporary traffic control devices, distracted driving, and improper lane changes.

Work zones present uniquely hazardous conditions due to reduced lane widths, altered traffic flow patterns, temporary signage, and the proximity of workers to live traffic. Even minor speed reductions have been shown to significantly reduce both crash likelihood and crash severity within these environments. By increasing enforcement visibility in and around active work areas, the Department seeks to reduce unsafe driver behaviors that contribute to worker intrusions, secondary crashes, and serious injury outcomes. Officers assigned to these operations will coordinate with public works personnel and project managers to identify high-risk project phases and ensure enforcement presence aligns with periods of elevated exposure.

The funding requested under this subgrant will support overtime personnel costs necessary to conduct sustained high-visibility enforcement operations in designated work zones throughout the city. By allocating dedicated enforcement hours to work zone safety, the Department will increase compliance with temporary traffic control measures, reduce speed-related risks, and enhance overall roadway safety for both workers and the traveling public. Funding will also support the coordinated implementation of public awareness efforts and deployment of roadway messaging tools that reinforce safe driving behaviors.
Project Objectives:

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.

b. Conduct a minimum of 5 work zone overtime enforcement operations during the project period.

c. Conduct and/or participate in a minimum of 3 educational/community outreach events to increase work zone safety awareness during the project period.

d. Provide work zone safety information and education to the public each month utilizing multimedia outlets (social media, message boards, and printed materials, etc.).

e. Strive to decrease work zone crashes and fatalities citywide by 5% when compared to the 10/01 to 06/30 time period from the previous year.

4. Evaluation:

a. Enforcement activity start date.

b. The number of work zone enforcement operations conducted during the project period.

c. Detail all educational/community outreach events conducted or participated in to increase work zone safety awareness during the project period

d. The number of instances that work zone safety messaging information and education was provided to the public.

e. Crash data will be collected and analyzed at the end of the project period to determine the increase or decrease of work zone crashes when compared to the 10/01 to 06/30 time period from the previous year.

Part III: PROJECT DETAIL BUDGET

Project Title: Work Zone Speed Enforcement Initiative

Project Number: RS-2027-00413

FDOT Contract Number:

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for sworn law enforcement personnel, benefits to include FICA (Social Security and Medicare), Retirement and Workers Compensation.	$20,000	$0	$20,000	No
	Subtotal:	**$20,000**	**$0**	**$20,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
	Subtotal:	**$0**	**$0**	**$0**	
D. Equipment Costing $10,000 or More					
Variable Message Board	Purchase of one Variable Message Board for program implementation.	$18,000	$0	$18,000	No
	Subtotal:	**$18,000**	**$0**	**$18,000**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$38,000**	**$0**	**$38,000**	

Part IV: PERFORMANCE REPORT

Project Title: Work Zone Speed Enforcement Initiative

Project Number: RS-2027-00413

FDOT Contract Number:

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted work zone safety.
4. Conduct work zone safety high visibility enforcement operations.
5. Conduct outreach/educational activities for work zone safety.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

   (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

    1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
    2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
    3. Wholly or partly suspend or terminate the Federal award;
    4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
    5. Withhold further Federal awards for the Project or program; and/or
    6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

    Office of Comptroller, MS 24
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
    FDOTSingleAudit@dot.state.fl.us

    The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

   The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. FHWA and/or NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

   Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

   To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. **Methods of Procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

(a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

    (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;

    (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

    (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);

    (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

    (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

    (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);

    (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and

    (h) Nondiscrimination Clause.

    During the performance of this subgrant, the Subrecipient agrees:

    (1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

    (2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

    (3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;

    (4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

    (5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

        ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.*, "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 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 a public 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list 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 a public 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. **Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. **Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. **Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. **Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

    (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

    (b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

        i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

        ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

    (c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

    (d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

    (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. **Expense Purchases for $200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. **Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

    Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

    If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. **How this Agreement is Affected by Provisions Being Held Invalid.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. **Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

    (a) Failure to provide the required audits;

    (b) Failure to provide required performance and final narrative reports in the required time frame;

    (c) Failure to perform work described in Part II of this Agreement;

    (d) Failure to provide reimbursement requests and performance reports in the required time frame;

    (e) Providing fraudulent performance reports or reimbursement requests; or

    (f) Misuse of equipment purchased with Federal highway safety funds.

60. **Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

(a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

(b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. **Term of this Agreement.** This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

64. **Travel.**

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. **Vehicles.** Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

    Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

    It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

    Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. **Allowable Costs**. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. **Subcontract Agreements.**

    (a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

    (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

        i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

        ii. Total contract amount;

        iii. Scope of work/Services to be provided;

        iv. Quantifiable, measurable, and verifiable units of deliverables;

        v. Minimum level of service to be performed and criteria for evaluating successful completion;

        vi. Budget/Cost Analysis; and

        vii. Method of compensation/Payment Schedule.

    (c) **Additional Required Clauses.**

        i. **All subcontract agreements shall contain the following statement**:
        "The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

        ii. **Buy American Act Clause** *(see Section 4 of Part V)*

        iii. **Certification Regarding Federal Lobbying** *(see Section 21(a) of Part V)*

        iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

        v. **DBE Clause** *(see Section 10 of Part V)*

        vi. **E-Verify Clause** *(see Section 33 of Part V)*

        vii. **Nondiscrimination Clause** *(see Section 16(h) of Part V)*

        viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34(b) of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28(b) of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22(c) of Part V)*

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

Subrecipients will be reimbursed for indirect costs up to the first $50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

(a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

(b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

   a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

   b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

   c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

(m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. **Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. **Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcement.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods

(n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.

(o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.

(p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by ...." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. **Public Information and Education Items.** Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation" or "Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☐ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:**	$38,000
Awarding Agency:	Florida Department of Transportation
Indirect Cost Rate:	0%
****Award is for R&D:**	No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Brenda Toscano, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment 1 to the Florida Department of Environmental Protection (FDEP) Agreement L0150 for the Lift Station 08 Project

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Grant funding will reimburse the City for construction services, which include demolition of the existing Lift Station 08, and building a new submersible pump station approximately 9 feet higher in elevation, located at 1310 4th Avenue West. The new Lift Station 8 will be constructed to exceed minimum flood-resistant construction standards of the Florida Building Code and FEMA floodplain requirements, with the wet well built above the 100-year floodplain elevation and critical electrical equipment and bypass pump systems elevated an additional 1.5 feet.

FINANCIAL IMPACT:
$1,000,000 in additional funding was awarded under the 2026-2027 General Appropriations Act, which totals $3,000,000 in funding for this Agreement.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Amendment 1 to appropriation grant Agreement L0150 with the

FDEP.

ATTACHMENTS:
Amendment 1 to Grant Agreement L0150

AMENDMENT NO. 1
TO AGREEMENT NO. L0150
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BRADENTON

This Amendment to Agreement No. L0150 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Bradenton (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Bradenton Lift Station 08 Relocation (Project), effective August 28, 2025; and,

WHEREAS, $1,000,000 in additional funding for this Project is provided under Line Item 1766A of the 2026-2027 General Appropriations Act; and the total funding for this Agreement is now $3,000,000; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1766A of the 2026-2027 General Appropriations Act begins on July 1, 2026; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a budget reallocation for the Project; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, the parties have agreed to add Exhibit J to the Agreement; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2029. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	**Funding Source?**	**Award #s or Line Item Appropriations:**	**Amount per Source(s):**
$3,000,000	☑ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	$2,000,000
	☑ State ☐ Federal	LP, GAA LI 1766A, FY 26-27, WPSPTF	$1,000,000
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			$3,000,000

3. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Grantee's Grant Manager
Name: Brenda Toscano
Address: City of Bradenton
101 Old Main Street
Bradenton, Florida 34205
Phone: 941 290-9401
Email: Brenda.Toscano@bradentonfl.gov

4. Exhibit J, OSTDS/EDH Grants Data Collection Tool is hereby added to the Agreement.

5. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

6. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

7. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BRADENTON

By: _____
Authorized Signature

Rob Perry, City Administrator
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Charity Hudson, DEP Grant Manager

_____
David M. Taylor, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	J	OSTDS/EHD Grants Data Collection Tool

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: Bradenton Lift Station 08 Relocation

PROJECT LOCATION: The Project will be located in the City of Bradenton within Manatee County; Lat/Long (27.4994, -82.5757).

PROJECT BACKGROUND: The purpose of the project is to storm harden the City of Bradenton (Grantee) sanitary sewer system by eliminating the existing Lift Station 08, originally constructed in the 1930s and located adjacent to the Manatee River. The lift station platform is underwater at least once a year during heavy rain events that coincide with a high tide, leading to excessive inflow and infiltration as well as the potential for electrical failure. The lift station will be rebuilt on nearby city-owned property that is approximately 9 feet higher in elevation, safely out of the floodplain. This project addresses public health and safety concerns, increases the resiliency of the collection system, and reduces the risk of sewage overflows into the river.

PROJECT DESCRIPTION: The Grantee will complete construction activities including removal of the existing Lift Station 08, construction of a new lift station; gravity sewer and force main rerouting, installation of electrical power, controls systems, and associated appurtenances.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the Bradenton Lift Station 08 Relocation project and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Project Management

Deliverables: The Grantee will perform project management related to the Bradenton Lift Station 08 Relocation project, to include field engineering services, construction observation and inspections, site

meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Construction

Deliverables: The Grantee will construct the Bradenton Lift Station 08 Relocation project in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit:

1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit:
3) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Budget Narrative: Impact fees (also called infrastructure or capital fees) are not eligible costs under this task.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$650,000	07/01/2025	06/30/2029
2	Project Management	Contractual Services	$350,000	07/01/2025	06/30/2029
3	Construction	Contractual Services	$2,000,000	07/01/2025	06/30/2029
		Total:	$3,000,000		

Note that, per Section 8 of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	$2,000,000	149950
Amendment 1	Florida Department of Environmental Protection	2026-2027	37.039	Statewide Water Quality Restoration Projects – LI 1766A	$1,000,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
				Total Award	$3,000,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit J
OSTDS/EHD Grants Data Collection Tool

The current **OSTDS/EHD Grants Data Collection Tool** for this grant can be found on the Department's website at this link:

https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/

This tool shall be used for grant agreements for construction of septic to sewer, septic upgrades, sewer extension, other sewer system improvements or for connection to central sewer to collect parcel-level data identifying collection system extensions; lift stations and other infrastructure associated. This requirement will be listed in the Deliverables section of the grant work plan if it is required.

The User Guide for this tool can be found here:

https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/page/User-Guide

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	October 14, 2026
SUBMITTED BY:	Brenda Toscano, Public Works & Utilities
ITEM TYPE:	Agreement
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Amendment 1 to the Florida Department of Environmental Protection (FDEP) Agreement L0154 for the Water Reclamation Facility (WRF) Off Line Storage Pond Project
SUGGESTED ACTION:	Approval by City Council to enter into the grant agreement with FDEP and authorization for the Mayor to sign the agreement on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
In September 2025, the City secured $2,000,000 in funds from the FDEP for the WRF Off Line Storage Pond via the Appropriations Act. The Off Line Storage Pond is a key part of a phased plan aimed at improving both reliability and resiliency at the WRF during severe wet weather events. It also plays a critical role in the facility's SB 64 compliance strategy. The project involves designing, bidding, and constructing a 3-million-gallon lined earthen basin; relocating the existing lift station maintenance facility and sludge drying beds; installing pipes and fittings from the existing bypass valve to the pond; and adding a pump station with appropriately sized piping to convey flow back to the treatment process. The Department awarded the City an additional $1,000,000 in appropriation funding, totaling $3,000,000, which will cover the design phase of the project, with the remaining costs to be applied to construction.

FINANCIAL IMPACT:

$1,000,000 in additional funding was awarded under the 2026-2027 General Appropriations Act, which totals $3,000,000 in funding for this Agreement.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille

SUGGESTED MOTION:
Motion to approve Amendment 1 to the FDEP grant agreement L0154 and authorize the Mayor to execute the agreement on behalf of the City.

ATTACHMENTS:
Amendment 1 to Grant Agreement L0154

AMENDMENT NO. 1
TO AGREEMENT NO. L0154
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BRADENTON

This Amendment to Agreement No. L0154 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Bradenton (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Bradenton Water Reclamation Facility (WRF) Off Line Storage Pond (Project), effective September 10, 2025; and,

WHEREAS, $1,000,000 in additional funding for this Project is provided under Line Item LI 1766A of the 2026-2027 General Appropriations Act; and the total funding for this Agreement is now $3,000,000; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item LI 1766A of the 2026-2027 General Appropriations Act begins on July 1, 2026; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to June 30, 2029. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	**Funding Source?**	**Award #s or Line Item Appropriations:**	**Amount per Source(s):**
$3,000,000	☑ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	$2,000,000
	☑ State ☐ Federal	LP, GAA LI 1766A, FY 26-27, WPSPTF	$1,000,000
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☐ State ☐ Federal		
	☐ Grantee Match		
		Total Amount of Funding + Grantee Match, if any:	$3,000,000

3. Section 11 of Attachment 2 is hereby revised as follows:

Subcontracting
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BRADENTON

By: _____
Authorized Signature

Rob Perry, City Administrator
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Olivia Atkins, DEP Grant Manager

_____
Katie Verdesca, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: Bradenton Water Reclamation Facility (WRF) Off Line Storage Pond

PROJECT LOCATION: The Project will be located in the City of Bradenton within Manatee County; Lat/Long (27.4820, -82.5644). See Figure 1 for a site plan.

PROJECT BACKGROUND: The City of Bradenton (Grantee) Water Reclamation Facility (WRF) experienced record high influent flows during the 2024 hurricane season, resulting in an excess of 150 million gallons of partially treated water overflowing the collection system and entering the Manatee River. This project will provide additional storage capacity, which will improve reliability and resiliency at the WRF by capturing excess flow during severe weather events. The partially treated flow can then be sent back through the treatment train to provide complete treatment prior to discharge, thereby reducing the amount of nitrogen and phosphorous load to the Manatee River thereby improving water quality.

PROJECT DESCRIPTION: The Grantee will complete construction of an approximately 3-million gallon lined earthen basin, relocation of the existing lift station facility and sludge drying beds, installation of pipe and fittings from bypass valves to a storage pond, and construction of a pump station to convey flow to the treatment train prior to discharge.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the storage pond, pump station and piping, and relocation of existing facilities and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the project.

Documentation: The Grantee will submit:

1) the public notice of advertisement for the bid;
2) the bid package; and
3) written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Construction

Deliverables: The Grantee will construct the Bradenton WRF Off Line Storage Pond Project in accordance with the final design. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit:

1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager.

Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

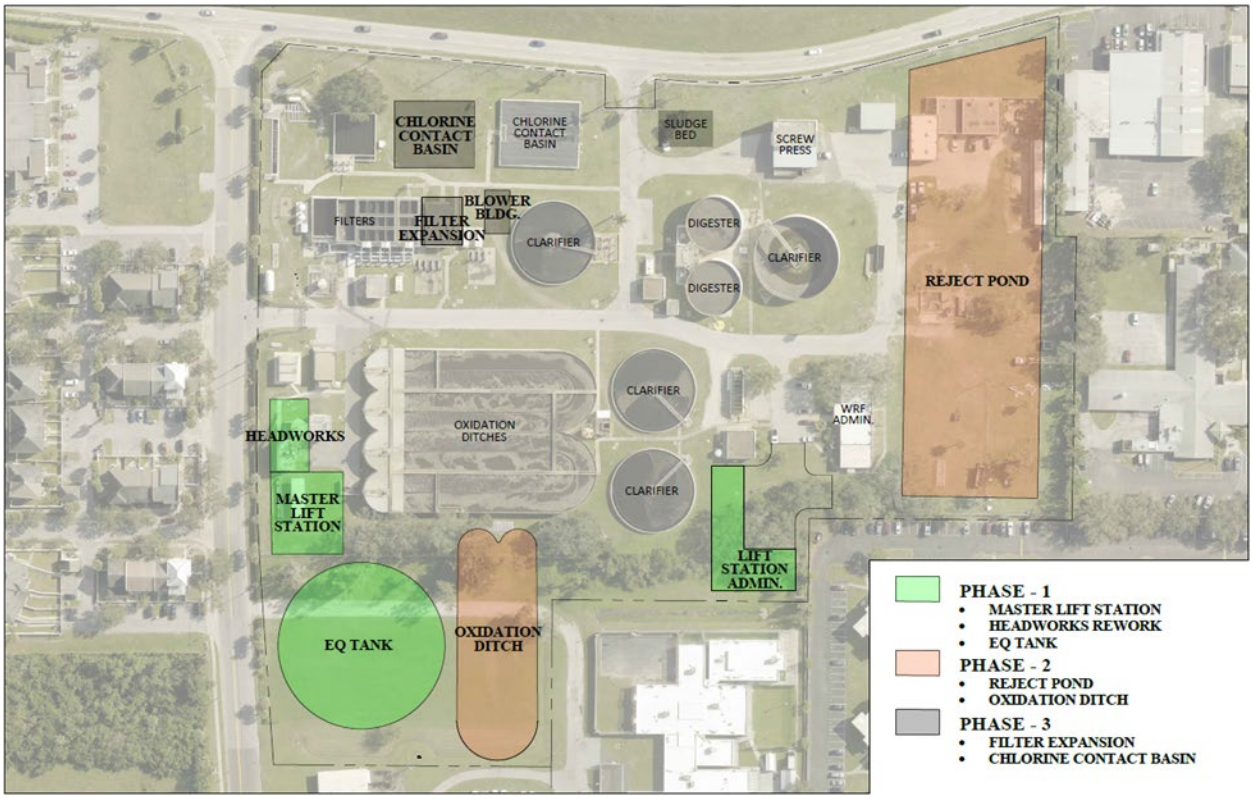
PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$250,000	07/01/2025	12/31/2028
2	Bidding and Contractor Selection	Contractual Services	$100,000	07/01/2025	12/31/2028
3	Construction	Contractual Services	$2,650,000	07/01/2025	12/31/2028
		Total:	$3,000,000		

Per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1: Site Plan



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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	$2,000,000	149950
Amendment 1	Department of Environmental Protection	2026-2027	37.039	Statewide Water Quality Restoration Projects – LI 1766A	$1,000,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$3,000,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Kristofer Eccles, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order No. 1 for the Tropicana Reuse Tank Modifications

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Change Order No. 1 for the Tropicana Reuse Tank Modifications includes additional work scope resulting from found conditions during the installation of the new flow meter for the Tropicana Reuse Pump Station, located at 2040 9th Street East. This purchase will furnish and install replacement piping, valving, and actuators for the on-site reclaimed water distribution infrastructure which were found to be inoperable during testing of the system. These upgrades will enhance reliability of reclaimed water service to customers.

FINANCIAL IMPACT:
Funded by GL 40859000-563000-25530.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Change Order No. 1 for the Tropicana Reuse Tank Modifications.

ATTACHMENTS:

Change Order No. 1

CHANGE ORDER (CO) NO. 1_____

OWNER/CLIENT: City of Bradenton, Florida PROJECT NO.: PB-23-18MK PROJECT MANAGER: Brian Norman

ENGINEER: PROJECT NO.: PROJECT MANAGER:

CONTRACTOR: Electrical & Mechanical Maintenance Inc. PROJECT NO.: MD4126-1 PROJECT MANAGER: Paul Rademaker

PROJECT NAME: Tropicana Reuse Tank Modifications

DATE OF ISSUANCE: October 14, 2026 EFFECTIVE DATE:

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☐ Calendar days
$129,587.54	Substantial completion (days or date):
	Ready for final payment (days or date):
[Increase/Decrease] from previously approved Change Orders No. _____to No. _____:	[Increase/Decrease] from previously approved Change Orders No. _____to No. _____:
	Substantial completion (days):
$0.00	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date):
$129,587.54	Ready for final payment (days or date):
[Increase/Decrease] of this Change Order:	[Increase/Decrease] of this Change Order:
	Substantial completion (days or date):
$135,157.40	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date):
$264,744.94	Ready for final payment (days or date):

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
Replace reclaimed pump station discharge piping (Proposal Q071026-3)		$53,705.79
Replace reclaimed valves V-06 & V-08 and actuator (Proposal J20170)		$81,451.61
TOTAL		$135,157.40

ATTACHMENTS
(List documents supporting change.)

Proposals from Contractor dated 8/28/2026 and 9/18/2026.

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:
By: Brian Norman Digitally signed by Brian Norman Date: 2026.10.05 14:54:00 -04'00'
Engineer (Authorized Signature)
Date:

ACCEPTED:
By:
Owner (Authorized Signature)
Date:

ACCEPTED:
By:
Contractor (Authorized Signature)
Date: 10-5-26

ESTIMATE

Electrical & Mechanical Maintenance Inc.

6115 31st Street East
Bradenton, FL 34203
Phone: (941) 351-5858

Job No.:	Q071026-3
Received Date:	10/05/26

Sold To:	**CITY OF BRADENTON** **101 12th St W.** **BRADENTON, FL 34205** **Attn: Finance - PWU Bradenton FL 34205** **Contact:** **Telephone:** 941-290-9344 RICKY CE	**Ship To:**	**TROPICANA PRODUCTS**

Job Number	Received Date	Sales Rep	Customer PO	Terms
Q071026-3	10/05/26	PR		Net 30

Item #	Description	Qty	Extension
	Replacing all discharge piping and installing new ductile piping; install two new swing check valves. Job to include work done by HDPE Inc, removal of existing piping, digging and cutting existing pipe, back filling the hole when done, installation of new piping. (Potentially pouring new concrete slab for the valve box if damage).		
SQ-0022551	TECH TO FUSE / FABRICATE CUSTOMERS 3" IPS SDR11 HDPE PIPE AND FITTING TECH TO HELP BOLT UP MATERIALS W/ CUSTOMER	1	5,924.48
06252026	TWO 3IN PLAIN SWING CHECK VALVES AND MATERIALS	1	14,477.83
SHOP SUPPLY	MISC JOB MATERIALS - Uni-strut and or pipe supports/hardware	600	900.00
SC	SERVICE CALL	1	8,500.00
	Pull two GOULDS 3196, 2X3-10 pumps and 40hp BALDOR EM4109T motors to bring back to shop for repair, reinstall and laser align.		
SC	PUSH / PULL SERVICE CALL	1	4,500.00
Labor-EMMI	SHOP LABOR	1	3,400.00
6312ZZ	BALL BEARING	2	262.80
6309ZZ	BALL BEARING	2	157.22

Repair estimate valid for 30 calendar days from the above date.
Total excludes sales tax if applicable.
Based upon our standard Terms and Conditions.

Total

Received By: _____ **Date:** _____

Electrical & Mechanical Maintenance Inc.

6115 31st Street East
Bradenton, FL 34203
Phone: (941) 351-5858

ESTIMATE

Job No.:	Q071026-3
Received Date:	10/05/26

Sold To:	**CITY OF BRADENTON** **101 12th St W.** **BRADENTON, FL 34205** **Attn: Finance - PWU Bradenton FL 34205** **Contact:** **Telephone:** 941-290-9344 RICKY CE	**Ship To:**	**TROPICANA PRODUCTS**

Job Number	Received Date	Sales Rep	Customer PO	Terms
Q071026-3	10/05/26	PR		Net 30

Item #	Description	Qty	Extension
IT2	POLARIS 2-14AWG MUTLI-TAP CONN	6	117.96
POLYREX EM	MOBILE GREASE POLYUREA	1	17.91
SHOP SUPPLY	MISC JOB MATERIALS	72	108.00
NonInventory	GOULDS PUMP KIT	2	1,350.00
FREIGHT	SHIPPING & HANDLING	1	55.00
	Undergound pipe repair.		
5166958	12 MJ 90 C153 IMP 12 STAR 3012 DIP REST MC IMP MULTI-COAT L/ACCSGDP12 12"MJ ACC SET L/GLAND COR BLUE 12 FLGXPE DI PIPE PR 6' PRIMED IMP 12 FLG 90 C110 IMP 12X1/8 FLG ACC RR FF 316SS B&N 12 BLIND FLG DI IMP 12 GA FIG 800 FLG BFV 150B W/GEAR & HW 1-84-00071-443	1	8,654.59
SC	SERVICE CALL	1	5,280.00

Repair estimate valid for 30 calendar days from the above date.
Total excludes sales tax if applicable.
Based upon our standard Terms and Conditions.

Total	$53,705.79

Received By: _____ **Date:** _____

Electrical & Mechanical Maintenance Inc.

6115 31st Street East
Bradenton, FL 34203
Phone: (941) 351-5858

ESTIMATE

Job No.:	J20170
Received Date:	9/18/2026

Sold To:	**CITY OF BRADENTON** **101 12th St W.** **BRADENTON, FL 34205** **Attn: Finance - PWU Bradenton FL 34205** **Contact:** **Telephone:** 941-290-9344 RICKY CE	**Ship To:**	**CITY OF BRADENTON** **101 12th St W.** **BRADENTON, FL 34205**

Job Number	Received Date	Sales Rep	Customer PO	Terms
J20170	9/18/2026	PR		Net 30

Item #	Description	Qty	Extension
	J20170 - TROPICANA REUSE VALVE REPLACEMENT		
5196324	V-06 16 GA FIG 800 MJ BFV 150B W/GEAR & OP NUT BURIED SERV	1	17,298.64
5196324	V-08 16 GA FIG 800 MJ BFV 150B W/GEAR & OP NUT BURIED SERV	1	17,298.64
AUEMO120V-18BFV	ACTUATOR	1	19,833.33
SHOP SUPPLY	MISC JOB MATERIALS	800	1,200.00
186792424	7.500 LB MINI EXCAVATOR RENTAL	1	3,146.00
SC	SERVICE CALL - VALVE REMOVAL AND INSTALLATION	1	16,500.00
SC	SERVICE CALL - ACTUATOR INSTALLATION	1	5,775.00
FREIGHT	SHIPPING & HANDLING	1	400.00

Repair estimate valid for 30 calendar days from the above date.
Total excludes sales tax if applicable.
Based upon our standard Terms and Conditions.

Total	$81,451.61

Received By: _____ **Date:** _____

AGENDA ITEM NO. 6.s

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Jean Totti, Public Works & Utilities

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order No. 5 with NDC Construction Company for the Bradenton Police Department Headquarters

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Change Order No. 5 to the construction contract with NDC Construction Company for the Bradenton Police Department Headquarters increases the contract by $100,266.50, from $29,889,406.56 to $29,989,673.06. The revised total remains below the original awarded contract amount of $33,904,806.89.

The change order covers additional disposal of contaminated soils, revised site modifications to address unexpected conditions, and additional labor and materials for power, data, and communications systems to equip the building with the latest technology.

FINANCIAL IMPACT:
The change order increases the contract by $100,266.50, bringing the revised contract total to $29,989,673.06.

ATTORNEY REVIEW/RECOMMENDATION:
Approved by Legal.

SUGGESTED MOTION:
Motion to approve Change Order No. 5 for the Bradenton Police Department

Headquarters.

ATTACHMENTS:
Change Order No. 5

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Bradenton Police Department Headquarters
705 3rd Street West
Bradenton, FL 34205

CONTRACT INFORMATION:
Contract For: General Construction
Date: 07-24-2024

CHANGE ORDER INFORMATION:
Change Order Number: 005
Date: 09-02-2026

OWNER: *(Name and address)*
City of Bradenton
101 Old Main Street
Bradenton, FL 34205

ARCHITECT: *(Name and address)*
AECOM
7650 West Courtney Campbell
Causeway, Suite 700
Tampa, FL 33607

CONTRACTOR: *(Name and address)*
NDC Construction Company
1001 Third Avenue W, Suite 600
Bradenton, FL 34205

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Provide equipment, materials and labor for scope changes due to revised drawings and owner request.

See attached Change Request for more detail. Change Requests included are 12.3.3, 12.3.4, 87, 95, 100, 105, 106, 107, 111, 112, 114, 115, 118, 119, 120, 123, 124, 127, 128, 130, 131, 132, 133, 134, 134.1, 135, 136 and 137.

The original Contract Sum was	$	33,904,806.89
The net change by previously authorized Change Orders	$	(4,015,400.33)
The Contract Sum prior to this Change Order was	$	29,889,406.56
The Contract Sum will be increased by this Change Order in the amount of	$	100,266.50
The new Contract Sum including this Change Order will be	$	29,989,673.06

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	CONTRACTOR *(Signature)*	OWNER *(Signature)*
Andrew Carr Digitally signed by Andrew Carr DN: CN=Andrew Carr, dnQualifier=A01410C0000019D0122122C0028AD1F, O=Unaffiliated, C=US Date: 2026.10.01 10:28:27-04'00'	Digitally signed by Adam Phillips	
Andrew Carr, Architect AR103372	BY: Adam Phillips, Vice President	
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
10/01/2026	09/09/2026	
Date	*Date*	*Date*

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AGENDA ITEM NO. 6.t

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Brenda Toscano, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Grant Agreement 27SRP03 with the Florida Department of Environmental Protection (FDEP) for the Lift Station 08 Relocation

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Grant funding will reimburse the City for construction services, which include demolition of existing Lift Station 08 and building a new submersible pump station approximately 9 feet higher in elevation located at 1310 4th Ave. W. The new Lift Station 8 will be constructed to exceed minimum flood-resistant construction standards of the Florida Building Code and FEMA floodplain requirements, with the wet well built above the 100-year floodplain elevation and critical electrical equipment and bypass pump systems elevated an additional 1.5 feet.

FINANCIAL IMPACT:
Through State Appropriation Grant, the City will be reimbursed up to $3,000,000 for the reconstruction of LS08 (50% match). The City will match $2,000,000 using impact fees.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Grant Agreement 27SRP03 with the FDEP.

ATTACHMENTS:
Grant Agreement 27SRP03

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Bradenton Lift Station 8 Relocation

Agreement Number: 27SRP03

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Bradenton

Entity Type: Local Government

Grantee Address: 101 Old Main Street, Bradenton, Florida 34205

FEID: 59-6000283

(Grantee)

3. Agreement Begin Date: 7/1/2026

Date of Expiration: 6/30/2029

4. Project Number: *(If different from Agreement Number)*

Project Location(s): Manatee County, Florida

Project Description: This project will demolish the existing Lift Station 8 and construct a new, relocated submersible pump station with elevated critical equipment.

5. Total Amount of Funding: $2,000,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 26-27 GAA Line Item #1880	$ 2,000,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☑ Grantee Match		$ 2,000,000.00
	Total Amount of Funding + Grantee Match, if any:	$ 4,000,000.00

6. Department's Grant Manager

Name: Karley Reyes or successor

Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399

Phone: 850-245-8449

Email: Karley.Reyes@FloridaDEP.gov

Grantee's Grant Manager

Name: Brenda Toscano or successor

Address: City of Bradenton
888 13th Ave East
Bradenton, Florida 34208

Phone: 941-290-9401

Email: brenda.toscano@bradentonFL.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Bradenton **GRANTEE**

Grantee Name

By

(*Authorized Signature)* Date Signed

Gene Brown, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

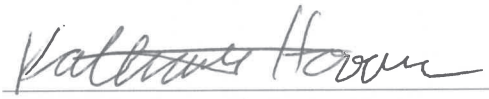
Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures



DEP Grant Manager, Karley Reyes



DEP QC Reviewer, Katharine Hoover

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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 a public 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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 a public 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 27SRP03

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Bradenton Lift Station 8 Relocation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2026 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $2,000,000 through cash or third party in-kind towards the work funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 27SRP03

ATTACHMENT 3

PROJECT TITLE: City of Bradenton Lift Station 8 Relocation

PROJECT LOCATION: The Project is located in the City of Bradenton within Manatee County, Florida. See Figure 1 for a map of the Project area.

CRITICAL ASSET(S) ADDRESSED: Lift Station 8

PROJECT DESCRIPTION:
The City of Bradenton (Grantee) will conduct the City of Bradenton Lift Station 8 Relocation (Project) by demolishing the existing Lift Station 8, located immediately adjacent to the Manatee River, and building a new submersible pump station approximately 9 feet higher in elevation located at 1310 4th Ave W Bradenton FL. The new Lift Station 8 will be constructed to exceed the minimum flood-resistant construction standards of the Florida Building Code and FEMA floodplain requirements, with the wet well built above the 100- year floodplain elevation and critical electrical equipment, and bypass pump systems elevated an additional 1.5 feet.

TASKS AND DELIVERABLES:

Task 1: Construction

Description: The Grantee will demolish the existing Lift Station 8 and construct a submersible pump station to exceed the minimum flood-resistant construction standards of the Florida Building Code and FEMA floodplain requirements, with the wet well built above the 100- year floodplain elevation and critical electrical equipment, and bypass pump systems elevated an additional 1.5 feet, in accordance with the construction contract documents. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, site clean-up, and mitigation projects. Project Administration and Management Report activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Timely implementation of this Project is an essential element of this task. The deadline to begin work required to complete construction should be on or before the estimated construction start date of September 1, 2027, to which the Grantee shall strictly adhere, unless prior Department approval is provided. If the Grantee does not have documented progress on completing construction activities, then this shall be considered an Event of Default pursuant to Paragraph 15 to Attachment 1, Standard Terms and Conditions, and will render this grant agreement subject to termination pursuant to Paragraph 13.b. to Attachment 1, Standard Terms and Conditions.

Deliverables: The Grantee will provide the following documentation:

- **1.1:** Final design documents marked "For Construction", signed and sealed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design (61G15-23.003(3)(e), F.A.C.) or other applicable Florida Licensed Professional in responsible charge of the design. **This is a no-cost deliverable and should be submitted prior to starting Construction**;

- **1.2:** A copy of the Record Drawings or as-built drawings reflecting all changes, signed and sealed by a Florida-registered Professional Engineer in responsible charge of the project (61G15-23.003(3)(e), F.A.C.) or other applicable Florida Licensed Professional;
- **1.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project;
- **1.4:** The signed Final Site Visit Closeout Form received from Field Agent; and
- **1.5:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. When the Grantee has been reimbursed for 85% of the Total Task Amount, no further reimbursement will be issued for this Task based solely on the Project Administration and Management Report deliverable(s). The report(s) must clearly document the work performed during the performance period and include all of the following applicable items:
    - A summary of project activities and site inspection(s);
    - Meeting minutes to all attended meetings;
    - Field notes; and
    - Project photos.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Construction	Contractual Services	$2,000,000	$2,000,000	$4,000,000	7/1/2026	3/31/2029
		Total:	**$2,000,000**	**$2,000,000**	**$4,000,000**		

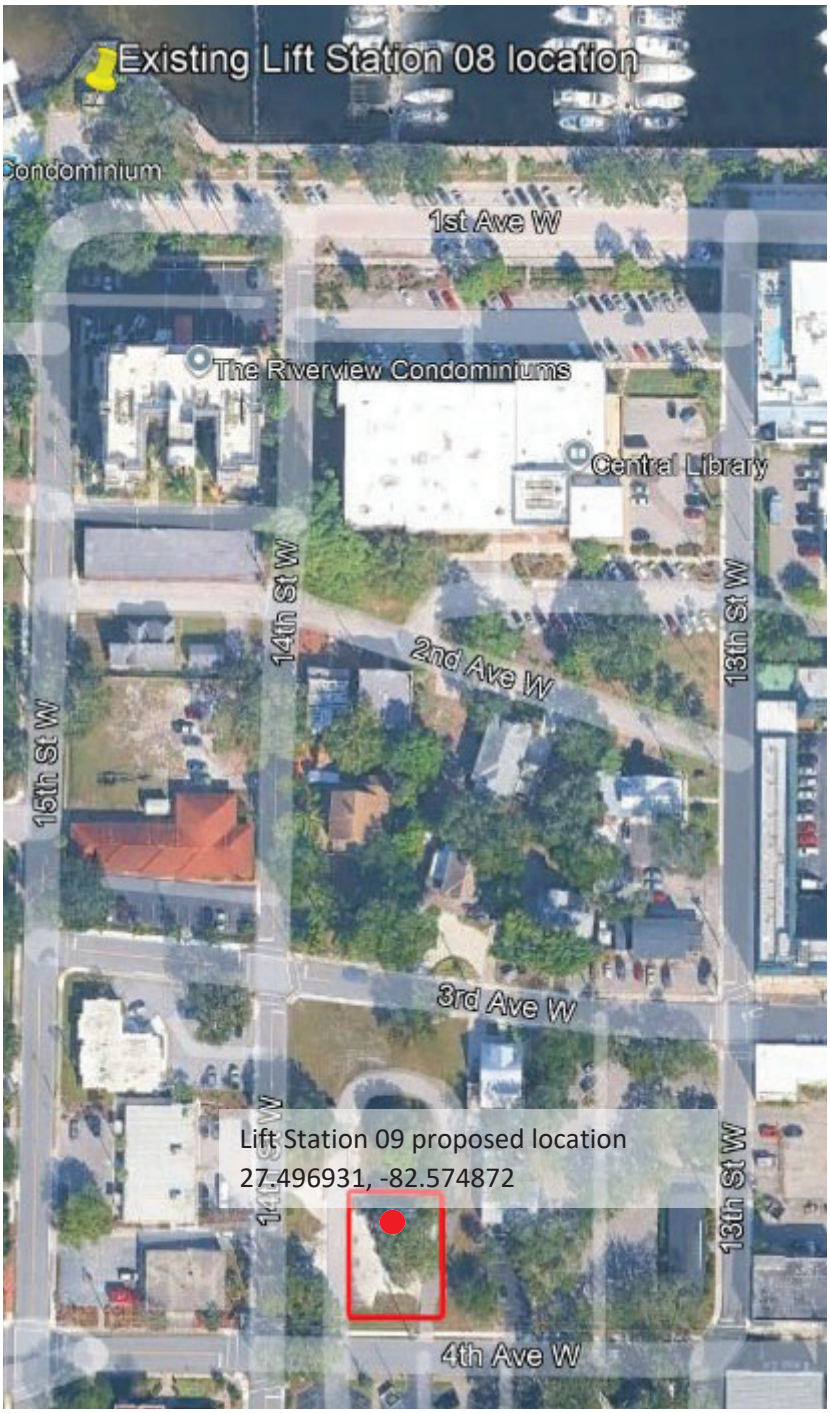


Figure 1. Map of project area and critical asset being addressed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 26-27	37.098	Resilient Florida Programs	$ 2,000,000	140065
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$ 2,000,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.

3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.

4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
   If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards, and raw data sources shall be defined within the associated metadata.

10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 27SRP03

CITY OF BRADENTON LIFT STATION 8 RELOCATION

City of Bradenton

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 27SRP03

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 27SRP03

Project Title: City of Bradenton Lift Station 8 Relocation

Grantee: City of Bradenton

Subcontractor:

Note: A separate Exhibit H is required for each of the Grantee's contractor(s).

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Bradenton is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

AGENDA ITEM NO. 6.u

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Brenda Toscano, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Grant Agreement L0412 with the Florida Department of Environmental Protection (FDEP) for the Water Reclamation Facility (WRF) Injection Well Pump Station Project

SUGGESTED ACTION: Approval by City Council to enter into the grant agreement with FDEP and authorization for the Mayor to sign the agreement on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is being awarded an appropriations grant for the Water Reclamation Facility (WRF) Injection Well Pump Station. The Injection Well Pump Station project includes construction of the injection well pump station, including pumps, piping, wellhead, electrical, instrumentation, control, and SCADA to connect the aquifer recharge well currently constructed at the WRF. This funding will cover the construction phase of the project.

FINANCIAL IMPACT:
The grant will reimburse $3,000,000 towards the construction phase.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the FDEP Grant Agreement L0412 and authorize the Mayor to

execute on behalf of the City.

ATTACHMENTS:
Grant Agreement L0412

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Bradenton Water Reclamation Facility Injection Well Pump Station**

Agreement Number: **L0412**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Bradenton**

Entity Type: **Local Government**

Grantee Address: **101 Old Main Street, Bradenton, FL 34205**

FEID: **59-6000283**

(Grantee)

3. Agreement Begin Date: **July 01, 2026**

Date of Expiration: **January 31, 2030**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (27.4820, -82.5644)**

Project Description: **The Grantee will complete the construction of the injection well pump station at the Bradenton Water Reclamation Facility.**

5. Total Amount of Funding: **$ 3,000,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐ Federal	**LP, GAA LI 1766A, FY 26-27, WPSPTF**	$ **3,000,000.00**
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **3,000,000.00**

6. Department's Grant Manager

Name: **Patricia Gedeo** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-2938**

Email: **Patricia.Gedeo@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Brenda Toscano** or successor

Address: **City of Bradenton**
888 13th Avenue
Bradenton, FL 34208

Phone: **941-290-9401**

Email: **Brenda.toscano@bradentonfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Bradenton **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Rob Perry, City Administrator

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Patricia Gedeo, DEP Grant Manager

_____

David M. Taylor, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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 a public 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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 a public 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0412

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Bradenton Water Reclamation Facility Injection Well Pump Station. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a

common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Bradenton Water Reclamation Facility Injection Well Pump Station

PROJECT LOCATION: The Project will be located in the City of Bradenton within Manatee County; Lat/Long (27.4820, -82.5644).

PROJECT DESCRIPTION: The City of Bradenton (Grantee) will complete the construction of the injection well pump station, including pumps, piping, well head, electrical, instrumentation, control, and SCADA to connect the aquifer recharge well currently constructed at the Bradenton water reclamation facility.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the Bradenton Water Reclamation Facility Injection Well Pump Station project in accordance with the final design. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit:

1) a copy of the final design (this is a no cost deliverable); and
2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager.

Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$3,000,000	07/01/2026	07/31/2029
		Total:	$3,000,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2026-2027	37.039	Statewide Water Quality Restoration Projects – LI 1766A	$3,000,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$3,000,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

AGENDA ITEM NO. 6.v

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Jean Totti, Public Works & Utilities

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Utility Easement with Florida Power and Light (FPL) for Parcel IDs 4342800002 and 4343500007 at City Park

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
FPL requested approval of a utility easement at City Park.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the utility easement with FPL at the future City Park facility.

ATTACHMENTS:
FPL Easement for City Park

FLORIDA POWER & LIGHT COMPANY
UTILITY EASEMENT (BUSINESS)

Prepared by:
Name: CITY OF BRADENTON
Street Address: 101 OLD MAIN ST
City, State, Zip Code: BRADENTON FL
Sec. 37, Twp 34, Rge 17
Parcel ID# 4342800002 + 4343500007

Return to:
Florida Power & Light Company
5657 McIntosh Rd
Sarasota Fl 34233

[Reserved for Circuit Court]

The undersigned ("Grantor"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408 a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the right for FPL to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent Grantor has the power to grant, if at all, the rights of ingress and egress over, along, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor has signed and sealed this easement on 14th day of October, 20 26.

Signed, sealed and delivered in the presence of:

_____
Witness Signature
Witness Print Name: _____
Post Office Address: _____
_____

_____
Witness Signature
Witness Print Name: _____
Post Office Address: _____
_____

Grantor:
INSERT NAME OF BUSINESS ENTITY

By: _____
Print Name: Gene Brown
Print Title: Mayor
Post Office Address: 101 Old Main Street
Bradenton, FL 34205

ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Manatee)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 14th day of October, 20 26 by Gene Brown as Mayor of City of Bradenton, a Florida Municipality, on behalf of the City of Bradenton, ☑ who is personally known to me **OR** ☐ has produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Notary: _____
Print Name: Tamara Melton
Notary Public, State of Florida
My commission expires: 06/04/2027

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land lying in Section 35, Township 34 South, Range 17 East, Manatee County, Florida being a variable width Florida Power & Light (FPL) Easement for access, installation and maintenance of utility lines and equipment, described as follows:

COMMENCE at the Northwest corner of lands described in Official Records Book 2509, Page 4206 of the Public Records of Manatee County, Florida, same being a point on the Easterly right-of-way of 9th Street West; thence along said right-of-way the following two (2) courses: (1) N00°28'57"E, 548.13 feet; (2) N00°31'12"E, 24.13 feet; thence perpendicular to said right-of-way S89°28'48"E, 206.28 feet to the **POINT OF BEGINNING** of the centerline of a 15-foot-wide FPL easement; thence N03°10'34"W, 15.00 feet to a point, hereinafter referred to as **"Point A"**, said point being also the **POINT OF TERMINUS**;

TOGETHER WITH:

BEGIN at aforementioned "Point A", the same being a point on a centerline of a 10-foot-wide easement; thence N10°41'34"W, 43.02 feet; thence N60°43'00"W, 12.26 feet; thence N86°31'21"W, 19.52 feet; thence S87°59'39"W, 47.83 feet; thence N89°08'15"W, 84.03 feet; thence N39°21'45"W, 5.51 feet; thence N01°19'47"W, 27.15 feet; thence N02°18'58"E, 47.90 feet; thence N01°30'00"E, 46.60 feet; thence N89°28'48"W, 32.79 feet to a point on the East right-of-way line of 9th Street West, said point also being **POINT OF TERMINUS** of said centerline and said easement.

The side lines of said easement are to be extended or shortened to their points of intersection and to meet any boundary or right-of-way line the centerline intersects.

Subject to pertinent easements, rights-of-way and restrictions of record.

This description is not complete without the sketch of Sheet 2

NOT A BOUNDARY SURVEY

SKETCH & DESCRIPTION
OF
CITY PARK FPL EASEMENT
LOCATED IN
SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

DRAWN: DML DATE: 2026.09.03

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PID 4343500007 & 4342500079
MANATEE COUNTY, FLORIDA

IF PRINTED THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED COMPLYING WITH FS 5J-17.062.

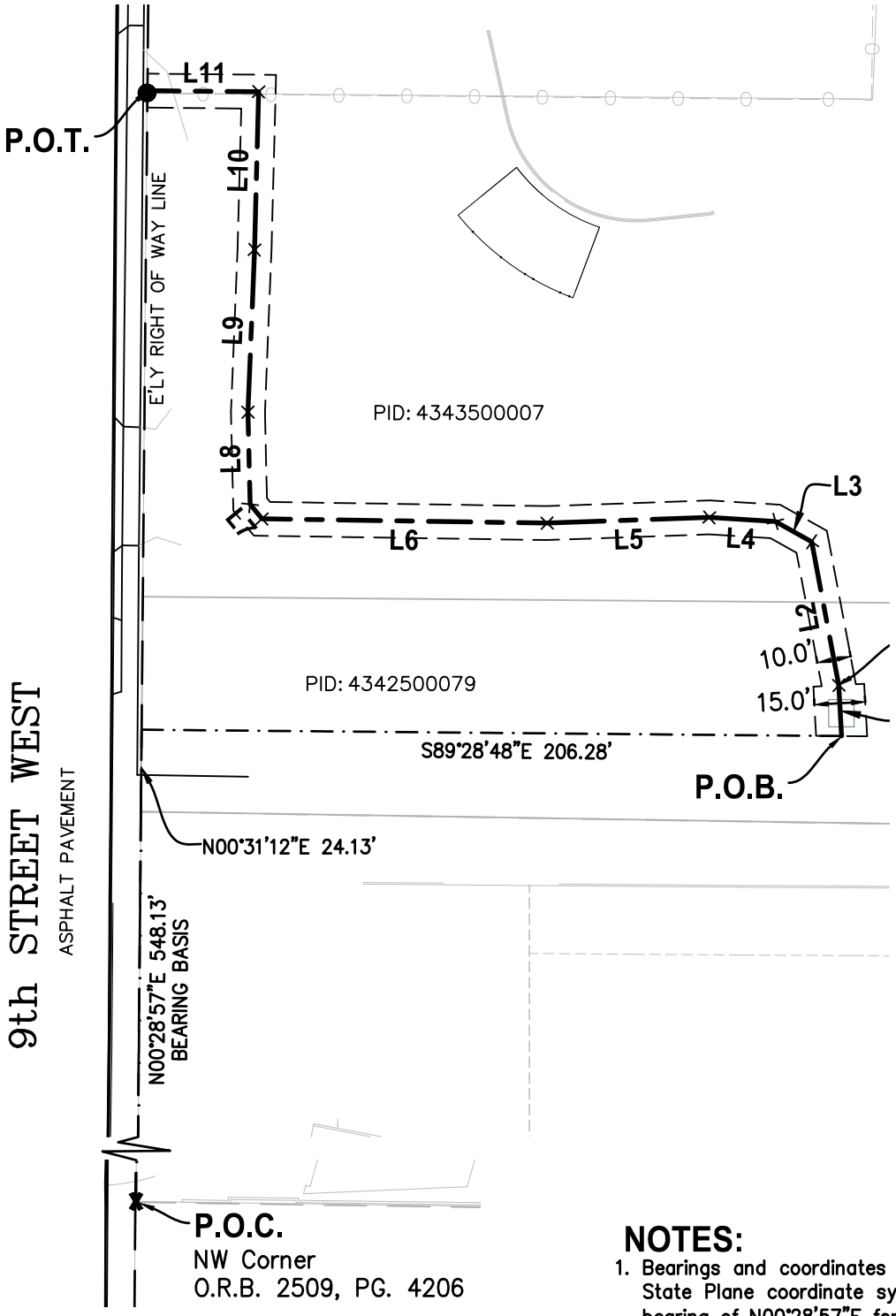
Digitally signed by Kavin Wilmott
Date: 2026.09.23 16:10:46-04'00'

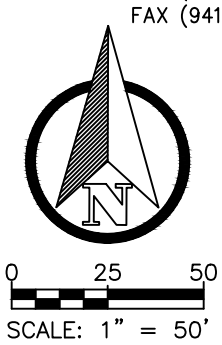
BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. LS6809

T:\Lecom Field\City Park (45903)\FPL\City Park FPL Easement-rev.dwg, Plot Date:9/23/2026 4:09 PM, By:KavinW

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747





LEGEND:

P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
P.O.T. – POINT OF TERMINUS
O.R.B. – OFFICIAL RECORDS BOOK
PG. – PAGE
PID – PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)

BOUNDARY LINE DATA		
LINE #	DIRECTION	LENGTH
L1	N03°10'34"W	15.00'
L2	N10°41'34"W	43.02'
L3	N60°43'00"W	12.26'
L4	N86°31'21"W	19.52'
L5	S87°59'39"W	47.83'
L6	N89°08'15"W	84.03'
L7	N39°21'45"W	5.51'
L8	N01°19'47"W	27.15'
L9	N02°18'58"E	47.90'
L10	N01°30'00"E	46.60'
L11	N89°28'48"W	32.79'

NOTES:

1. Bearings and coordinates shown hereon are based on the Florida State Plane coordinate system, West zone NAD 83/11, deriving a bearing of N00°28'57"E for the Westerly line of 9th Street West.
2. This sketch **DOES NOT** represent a boundary survey
3. This sketch has been prepared without the benefit of a current title report or abstract and therefore does not necessarily indicate all the encumbrances on the property.
4. This sketch is certified to the City of Bradenton.
5. Containing 3,891 Sq. Ft. Or 0.089 Ac., more or less.
6. This sketch is not complete with out the description on Sheet 1.

SKETCH & DESCRIPTION
OF
CITY PARK FPL EASEMENT
LOCATED IN
SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PID 4343500007 & 4342500079
MANATEE COUNTY, FLORIDA

T:\Lecom Field\City Park (45903)\FPL\City Park FPL Easement-rev.dwg, Plot Date:9/23/2026 4:09 PM, By:KevinW

AGENDA ITEM NO. 6.w

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment with GML Coatings LLC for Sanitary Manhole Lining Services

SUGGESTED ACTION: Motion to approve Work Assignment No. 2700 under Piggyback Agreement PB-21-012KC (Amendment No. 3) with GML Coatings LLC in an amount not to exceed $952,000 for the rehabilitation of approximately 200 sanitary manholes, with a completion date of December 4, 2026, fully funded through American Rescue Plan Act (ARPA) grant funds.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Pursuant to the City of Bradenton Agreement for Manhole Lining Services, Work Assignment No. 2700 authorizes GML Coatings to perform rehabilitation services on approximately 200 sanitary sewer manholes under Amendment No. 3 of Agreement PB-21-012KC. The scope of work encompasses cleaning and inspecting existing manholes to assess their physical condition, followed by lining each structure to effectively seal cracks, prevent inflow and infiltration, enhance overall structural integrity, and extend operational service life.

FINANCIAL IMPACT:
This $952,000 project will be 100% funded using remaining ARPA funds, with no impact on local tax or utility funds. The contract's December 4, 2026 completion date ensures full invoice disbursement prior to the federal December 31, 2026 expiration deadline.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Work Assignment with GML Coatings LLC under Piggyback Agreement PB-21-012KC.

ATTACHMENTS:
Work Assignment for Manhole Lining Services

WORK ASSIGNMENT

WORK ASSIGNMENT NO. 2700

WORK ASSIGNMENT TITLE: Manhole Lining

Pursuant to the City of Bradenton, Agreement for Manhole lining Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and GML Coatings LLC., hereinafter referred to as "Contractor," a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Agreement, and Contractor is hereby authorized to perform or render the particular services of work described as follows:

Contractor shall perform Tasks as follows:

Rehabilitation of approximately 200 sanitary manholes. The work includes cleaning and inspecting the existing manholes to assess their condition, followed by lining the manholes to seal cracks, prevent further deterioration, enhance structural integrity, and extend their service life.

Compensation to the Contractor for all of the above identified Services shall not exceed **$952,000**.

Completion date for the Contractor to complete all of the above identified Services shall not exceed **December 04, 2026**

City may authorize, in writing, in advance, adjustments to the compensation for particular Tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Contractor agrees to perform or render Services in accordance with Amendment No. 3 of PB-21-012KC – Sanitary Sewer, Stormwater, Line, & Manhole Rehabilitation Services and this Work Assignment dated October 6, 2026.

Contractor

BY: _____

Printed Name: DALE FLOCKER

Title: SVP

Date: 10/6/26

CITY OF BRADENTON

BY: _____

Date: _____

AGENDA ITEM NO. 6.x

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Brenda Toscano, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment with Insituform Technologies, LLC for Sanitary Manhole Lining Services

SUGGESTED ACTION: Motion to approve Work Assignment No. 2701 under Piggyback Agreement PB-24-013NT (Amendment 2) Insituform Technologies, LLC in an amount not to exceed $380,107.00 for the rehabilitation of approximately 10,000 linear feet of sanitary sewer to include cleaning and TVing, with a completion date of December 4, 2026, fully funded through American Rescue Plan Act (ARPA) grant funds.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Pursuant to the City of Bradenton Agreement for Sanitary Lining Services, Work Assignment No. 2701 authorizes Insituform Technologies, LLC to perform rehabilitation services on approximately 10,000 linear feet of sanitary sewer pipe through Amendment No. 2 of Agreement PB-24-013NT. The scope of work encompasses cleaning, inspecting, TVing, and lining to improve structural integrity and extend service life.

FINANCIAL IMPACT:
This $380,107 project will be 100% funded using remaining ARPA funds, with no impact on local tax or utility funds. The contract's December 4, 2026 completion date ensures full invoice disbursement prior to the federal December 31, 2026 expiration deadline.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Work Assignment with with Insituform Technologies, LLC under Piggyback Agreement PB-24-013NT.

ATTACHMENTS:
Work Assignment for Sanitary Manhole Lining Services

WORK ASSIGNMENT

WORK ASSIGNMENT NO. 2701

LS07D

WORK ASSIGNMENT TITLE: Sanitary Sewer Pipelining Project

Pursuant to the City of Bradenton, Agreement for Pipe lining Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Insituform., hereinafter referred to as "Contractor," a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Agreement, and Contractor is hereby authorized to perform or render the particular services of work described as follows:

WORK ASSIGNMENT TITLE:

Contractor shall perform Tasks as more specifically detailed in Exhibits as follows:

> The project consists of rehabilitating approximately 10,000 linear feet of sanitary sewer pipe using cured-in-place pipe (CIPP), including cleaning, inspection, and lining to improve structural integrity and extend service life. The contractor will have until December 04, 2026, to complete the project.

Compensation to the Contractor for all of the above identified Services shall not exceed $380,107.00. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Cleaning & Tving, as well as lining approximately 10,000 linear feet of sanitary Pipe.

City may authorize, in writing, in advance, adjustments to the compensation for particular tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Contractor agrees to perform or render Services in accordance with this Agreement No. PB-24-013NT for pipelining Services and this Work Assignment dated October/07/2026. _____.

Contractor
Insituform Technologies, LLC
BY: _____
Printed Name: Diane Partridge
Title: Contracting and Attesting Officer
Date: 10/7/2026

INSITUFORM TECHNOLOGIES, LLC LIMITED LIABILITY SEAL DELAWARE

CITY OF BRADENTON

BY:_____

Date: _____

AGENDA ITEM NO. 6.y

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Jonathan Styles, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-26-049JS with The Toro Company

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Toro Company agrees to enter into an agreement with the City of Bradenton to provide Grounds Maintenance Equipment and Related Attachments to the City and its participating entities. This Agreement is in accordance with the specifications per that certain contract dated January 30, 2025, between Supplier and Sourcewell, a local government unit and service cooperative created under the laws of the State of Minnesota, for the provision of Grounds Maintenance Equipment and Related Attachments to Sourcewell; a copy of which is attached hereto and incorporated herein as Exhibit "A", with a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through January 31, 2029, with the option of three additional one-year terms upon written approval of both parties.

FINANCIAL IMPACT:
Funded by GL account 49057220 (Golf Course) -563000 (Improvements Capital Outlay)-27545.

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

SUGGESTED MOTION:

Motion to approve Agreement PB-26-049JS with The Toro Company.

ATTACHMENTS:
Agreement PB-26-049JS wth The Toro Company

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-26-049JS BETWEEN THE CITY OF BRADENTON AND THE TORO COMPANY.

The Toro Company ("Supplier"), agrees to enter into an agreement with the City of Bradenton, Florida (the "City"), to provide Grounds Maintenance Equipment and Related Attachments to the City and its participating entities (the "Agreement"). This Agreement is in accordance with the specifications per that certain contract dated January 30, 2025, between Supplier and Sourcewell, a local government unit and service cooperative created under the laws of the State of Minnesota, for the provision of Grounds Maintenance Equipment and Related Attachments to Sourcewell (the "Contract"); a copy of which is attached hereto and incorporated herein as Exhibit "A", with a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through January 31, 2029, with the option of three additional one-year terms upon written approval of both parties. subject to the following modifications:

1. All references to "Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479" shall be replaced with "City of Bradenton, 101 Old Main Street, Bradenton, FL 34205."

2. All references to "State of Minnesota" shall be replaced with "State of Florida."

3. **Audit**. Article 2, Section 11 of the Contract shall be deleted in its entirety and replaced with the following:

   The books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the City for a minimum of five (5) years from the end of the Agreement. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Agreement.

4. **Indemnification.** Article 2, Section 17 of the Contract shall be deleted in its entirety and replaced with the following:

Supplier hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against all judgments, losses, damages, or costs (including reasonable attorneys' fees) to the extent directly resulting from (i) Supplier's performance, non-performance, or material breach of any provision of this Agreement or of Supplier's duties or obligations under this Agreement; or (ii) Negligence, gross negligence or willful misconduct on behalf of Supplier in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities directly related to services performed by or payments received for services provided by Supplier; and this indemnity shall include injury or death to person(s) or property that have been caused by some defect, design, condition, or performance of Included Solutions under this Agreement.

5. **Data Practices.** Article 2, Section 18 of the Contract shall be deleted in its entirety and replaced with the following:

   Supplier and City shall comply with sections 501.171 and 282.3185, Florida Statutes, as it applies to: (i) cybersecurity practices; (ii) all confidential information and data provided by or provided to the City under this Agreement; and (iii) all data created, collected, received, maintained, or disseminated by the Supplier under this Agreement.

6. **Governing Law, Jurisdiction, and Venue.** Article 2, Section 20 of the Contract shall be deleted in its entirety and replaced with the following:

   The substantive and procedural laws of the State of Florida will govern this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state court in Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida.

7. **Insurance.** Article 2, Section 22(a) of the Contract shall be modified to add the following:

   Workers' Compensation. Workers' Compensation coverage as required under Florida Administrative Code, 69L-6.032 for all Contractor employees. The minimum amounts of coverage required by this Agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

   (Bodily Injury-Each Accident): $500,00.00
   (Disease-Policy Limit): $500,00.00
   (Disease-Each Employee): $500,000.00

Commercial Automobile Liability. Commercial Automobile Liability insurance coverage for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Agreement. The minimum amount of coverage required by this Agreement shall be:

(Each Accident; Combined Single Limit): $1,000,000.00

8. **Insurance.** Article 2, Section 22 of the Contract shall be modified to add the following:

All insurance policies shall provide that should any of the above-described policies be cancelled before the expiration date thereof, notice will be provided in accordance with the policy provisions. By way of execution of this Agreement, Supplier agrees that any insurance policies shall not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide the same.

9. **Public Records.** A new provision, Public Records, shall be added to the Agreement as follows:

Pursuant to §119.0701, Fla. Stat., and to the extent applicable under Florida law, and only insofar as it relates specifically to this Agreement, Supplier shall comply with Florida's public records laws as follows:

A. Supplier shall keep and maintain public records required by the City in order to perform the service;

B. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law; Supplier shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Supplier does not transfer the records to the City;

C. Supplier shall upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Supplier or keep and maintain public records required by the City to perform the service. If Supplier transfers all public records to the City upon completion of the Agreement, Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Supplier keeps and maintains public records upon completion of the Agreement, Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

D. Supplier acknowledges that all information relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

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

CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street, Bradenton, FL 34205

10. **E-Verify.** A new provision, E-Verify, shall be added to the Agreement as follows:

    Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Supplier hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Supplier further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Agreement. Supplier hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Supplier has a contract terminated by a public employer for any such violation during the term of this Agreement, it shall provide immediate notice thereof to the City.

This Contract is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

The Toro Company

_____, Government Contracts Manager
The Toro Company

10/01/2026
Date

_____
Gene Brown, Mayor
City of Bradenton

_____
Date

Nicholas Toth Digitally signed by Nicholas Toth
Date: 2026.10.01 14:22:21 -04'00'

10/01/2026
Date

Nicholas Toth CPPB, Purchasing Manager
City of Bradenton

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MASTER AGREEMENT #112624
CATEGORY: Grounds Maintenance Equipment and Related Attachments
SUPPLIER: The Toro Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420-1196 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances. To be effective, additional extensions must be in writing and agreed upon by all parties.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:

   a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;

   b) Irrigation and aeration equipment, systems, parts, and installation; and

   c) Beach and waterfront maintenance equipment and accessories.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier, as such relates to these licenses.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for undisputed unpaid or undisputed underpaid Administrative Fees due under this Agreement. Failure to remit an undisputed payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices directly relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell or Supplier to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, directly arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees, unless such claim or cause of action is the result of the negligence of Sourcewell or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by a defect in design, condition, or performance

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of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

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court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

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subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	The Toro Company
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Brooke Carey 1279DCB06D184BD...
By: _____	By: _____
Jeremy Schwartz	Brooke Carey
Title: Chief Procurement Officer	Title: Federal Contracts Manager
Date: 1/30/2025 | 6:43 PM CST	Date: 1/30/2025 | 2:12 PM CST

EXHIBIT A

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name:	The Toro Company
Does your company conduct business under any other name? If yes, please state:	Toro
Address:	8111 Lyndale Ave S Bloomington, Minnesota 55420
Contact:	Ryan Miller
Email:	ryan.miller@toro.com
Phone:	330-642-7130
HST#:	41-1953040

Submission Details

Created On:	Monday October 14, 2024 11:17:32
Submitted On:	Tuesday November 26, 2024 12:27:02
Submitted By:	Ryan Miller
Email:	ryan.miller@toro.com
Transaction #:	f0bca2a0-3d9e-45a8-8231-280b53539d39
Submitter's IP Address:	24.239.253.93

EXHIBIT A

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	The Toro Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	The Toro Company will execute the Master Agreement and use local distributor/dealers for the performance.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1ZCN0	*
5	Provide your NAICS code applicable to Solutions proposed.	333112	
6	Proposer Physical Address:	8111 Lyndale Avenue South Bloomington, MN 55420-1196	*
7	Proposer website address (or addresses):	www.toro.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Edric Funk Group VP, Golf, Grounds, & Irrigation Edric.Funk@Toro.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Miller Government Contract Manager ryan.miller@toro.com 330-749-9957	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	In the event Ryan Miller cannot be reached, please email ToroGOV@toro.com.	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

EXHIBIT A

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis. We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites. Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world. The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Minnesota, Ohio, Virginia, and Ontario Canada. Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of dealers for our Landscape Contractor, Siteworks Systems, Irrigation, BOSS, and Ventrac product lines.	*
12	What are your company's expectations in the event of an award?	Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes. We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment. Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals. For fiscal year 2023, The Toro Company achieved $4.55 billion in net sales (a 1.0% increase over fiscal year 2022), and $443.5 million in adjusted net earnings. See attached 2023_financial_summary taken from The Toro Company's 2023 Annual Report, which is publicly available on the Toro website.	*
14	What is your US market share for the Solutions that you are proposing?	As we are a publicly-traded Company, Toro considers information about specific market share confidential. However, below is a representation of The Toro Company revenue available in our 2023 Annual Report. Professional 81% / Residential 19% Equipment 89% / Irrigation 11% United States 79% / International 21%	*
15	What is your Canadian market share for the Solutions that you are proposing?	As we are a publicly-traded Company, Toro considers information about specific market share confidential.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	There are none.	*

EXHIBIT A

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Toro Company would best be described as a manufacturer. As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers. For our Commercial Division, which accounts for the majority of our Government Contracts business, we have 23 distributors throughout the United States and Canada with many satellite offices to meet member needs. They have protected territories, which allows them to make significant investments in their facilities and people to support the equipment and services they provide. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. The other brands that round out our portfolio offering also use a network of independent dealers throughout the US and Canada. These networks are not exclusive the way our Commercial Distributors are. They will handle all sales, order processing, billing, and service work for the product lines they carry.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electro-magnetic compatibility) regulatory arrangements. The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporatedin Delaware:Arkansas, California, Colorado, Florida, Hawaii, Indiana, Iowa, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, New Jersey, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin. Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate. In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Toro has no suspension or disbarments to disclose.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Fortune World's Most Admired Companies The Toro Company was recognized by Fortune Magazine as one of the World's Most Admired Companies for 2024. Ranking fifth in the construction and farm machinery category, this achievement reflects The Toro Company's ongoing commitment to excellence and innovation. Newsweek World's Most Trustworthy Companies Built around a culture of integrity and caring relationships, The Toro Company was named one of the World's Most Trustworthy Companies for 2023 by Newsweek. This recognition highlights the company's commitment to enriching the lives, communities and industries we serve by providing innovative solutions customers can trust. EPA WaterSense® 2023 Excellence Award In 2023, The Toro Company received its 9th consecutive Water Excellence Award from the U.S. Environmental Protection Agency (EPA). This prestigious award recognizes companies that demonstrate a commitment to promoting water efficiency and reducing waste. WaterSense, a voluntary partnership program sponsored by EPA, is both a label for water-efficient products, programs and homes, and a resource for helping consumers learn ways to save water. Underground Construction Technology Association Community Impact Award The Underground Construction Technology Association recognized Ditch Witch, a division of The Toro Company, with the Community Impact Award in 2023 for helping to establish and facilitate water infrastructure across Africa. Worth Magazine Most Sustainable Companies 2022 In 2022, Worth Magazine identified The Toro Company as one of ten global companies across a broad range of sectors that has made sustainability part of its DNA and having an impact. Instrumental to this recognition is Toro's efforts in water stewardship and

		electrification. The company's advanced irrigation and water management systems increase efficiency and sustainable water withdrawal for some of the world's most renowned golf courses, sports fields, greenspaces, and essential agricultural acreages. Toro has also continued to expand its suite of battery-electric and smart-connected solutions with a focus on energy efficiency, labor optimization and improved productivity. FOCUS ON ENERGY® 2022 Energy Efficiency Excellence Award for the Tomah Facility In 2022, The Toro Company facility in Tomah, Wisconsin, received the Energy Efficiency Excellence Award from Focus on Energy for reducing energy waste and environmental impact. Through a 20-year partnership with Focus on Energy, The Toro Company has worked to advance the energy efficiency of operating equipment and manufacturing processes to support Focus on Energy's commitment to eliminate energy waste in Wisconsin. Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground Innovative Iron Awards, 2020 The Toro e-DingoSelected as a "game-changer" for its zero emissions and lithium-ion battery. Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall. Rental Magazine 2020 Editor's Choice Award The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software. Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike. Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders. The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers.	*
21	What percentage of your sales are to the governmental sector in the past three years?	As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue available in our 2023 Annual Report. Professional 81% / Residential 19% Equipment 89% / Irrigation 11% United States 79% / International 21%	*
22	What percentage of your sales are to the education sector in the past three years?	As we are a publicly-traded Company, Toro considers information about our customers confidential.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	State Contracts - AK, HI, KS, KY, MO, MT, NE, NM, RI, SD, WV, WI, MA, NY, VA. Many of our Distributor partners hold additional state and local contracts directly. Cooperative Contracts - Sourcewell, OMNIA Partners, Kinetic, GovMVMT Sourcewell - 2021 - $12mil / 2022 - $30 mil / 2023 - $41 mil As we are a publicly traded Company, the detailed sales information for our other contract partners is considered confidential.	*

EXHIBIT A

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Contract # 47QSMS25D000U	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Cedar Rapids	Joy Huber	319-286-5886	*
Sarasota County General Services Letter Attached - 'Sarasota_Reference'	Erinn DeJonge	941-861-0733	*
Town of Markham	Albert Chan	905-477-2700; 2041	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, BOSS, and Ventrac products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcewell.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our network of authorized sellers is the connection between Toro and the end-user customer. Most of our distributors and dealers are privately-owned companies. The sales managers of these companies lead a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of Commercial Distributors. The local Distributor can also be found by visiting comm.toro.com/lookup and entering a ZIP code. Due to the size of the dealer networks for our other brands and divisions, which is in the thousands, local dealers can be found by visiting their respective dealer locator tools online. Dealer locator tools – BOSS - www.bossplow.com/en/Locator Golf Irrigation - www.toro.com/en/Locator – Select: Golf > Irrigation RESCOM Irrigation - www.toro.com/en/Locator – Select: Contractor > Irrigation RLC - www.toro.com/en/Locator – Select: Contractor > Mowers SWS - www.toro.com/en/Locator – Select: Contractor > Compact Utility Loaders & Attachments Ventrac - www.ventrac.com/dealers	*

EXHIBIT A

28	Service force.	Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 23 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	To best serve Sourcewell members, they will work directly with their local authorized distributor/dealer for quoting, submitting orders, billing and after sale service. Sourcewell members can contact Toro directly to verify a specific distributor/dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at www.toro.com/locator. Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract. Dealers are provided clear guidance for selling to Sourcewell members at the agreed-upon prices. Toro distributors/dealers supporting the Sourcewell contract are incentivized by receiving rebates from Toro for equipment sold under the Sourcewell contract. Toro distributors/dealers are required to report all Sourcewell sales and may be required to submit additional documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.	*

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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The Toro Company's commercial sales and fulfillment model is exclusively through a distributor channel. Each distributor has protected territories, which allows them to make significant investments in their facilities and people. As a result, they have a contractual obligation to provide product, parts and service support to end-customers. There is a total of 23 Commercial distributors in the United States and Canada with more than 50 branch locations geographically located within territory lines to meet customer needs. All distributors maintain a parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. They also maintain service facilities, brick and mortar and mobile service, that enables them to respond quickly to the customer. The majority of the distributor's service and parts staff are enrolled in Toro's RED Certified program. This comprehensive training and development program requires participants to complete both technical and soft skills to acquire service knowledge while demonstrating product competencies. Certifications can range from Level 1 (L1) to Level 4 (L4) depending on the functional area they work within, and the level of technical knowledge needed to support the breadth of equipment. The L1 curriculum is interactive and on-line. As the personnel advances, their amount of time invested, and depth of knowledge is expanded to include in-person training and a technical capstone. As an example, a service technicians L1 is required to complete 30+ hours of curriculum and demonstrate their knowledge and aptitude through a hands-on assessment in order to achieve a L2 or higher certification status. The Toro Company is highly vested in their channel, providing tools, resources and programs to support their people, customers, products and advance their business operation. Toro staffs a centralized technical assistance center that is exclusive to the dealer and distributor service channels. The advanced technical team is specialized in diagnostic troubleshooting and has advanced product knowledge and access to design engineers to get to root cause. Additionally, Toro will provide on-site support to distributor partners and end-customers when a product issue cannot be improved or resolved at the distributor level. In 2022, the organization expanded their reach to include level 1 end-customers support for specialized and more advanced products including; Geolink and subscription products. This has proven to increase customer response time while allowing the local technician to repurpose time to serve customer needs more quickly in-market. The centralized technical assistance center is part of a broader customer care team that provides warranty operations support and business operations consulting. Toro team members work with their channel partners to design a service operation that meets the wants and need of the customer while striving to meet established industry standard key performance indicators (KPIs). A few examples of these KPIs include a repair turn-around time (TaT) of 3-days or less, Fixing it Right the First Trip (FRFT) and Customer Overall Satisfaction (OSAT) scores above 9.0. Distributors who exceed industry standard benchmarks are recognized and rewarded through the Partners In Excellence program. It is a tremendous accomplishment and sense of pride when a channel partner is recognized among the best of the best in their peer group.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Toro has the ability to fully support the needs (products and service) of public agencies throughout the US. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements andprovides financial support for those who do. Furthermore, most our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.	*

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34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	While not prevalent, we have seen a few situations where a privately operated golf course has an affiliated non-profit that purchases goods and services from cooperative contracts. As of this response, we are treating those organizations the same as any other cooperative member. However, as Toro is heavily invested in the golf market, we do reserve the right to treat those entities different if it is deemed necessary during this contract. In the event of an awarded contract, any changes would be submitted to Sourcewell for approval and would not be implemented without an official amendment.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Members in AK and HI may be subject to freight and delivery fees beyond those outlined in our price proposal. Any additional costs will be included in the customer's quote unless otherwise coordinated with the member.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its 20+ channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro's channel training platform, Toro University, hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor. b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. If awarded, our marketing department will integrate Sourcewell branding into marketing assets such as: websites, brochures, product catalogs, video/commercial content, and many other consumer facing tactics. They will also create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors to be used throughout the sales process and prominently displayed at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contact to customers. c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally. Toro's marketing team tracks numerous data points such as impressions, click through rate, and conversion to help make decisions regarding the use of their marketing and media spends. This allows for efficient use of funds while also making sure Toro is reaching the right audience at broadest scale.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquires directly about The Toro Company to Toro in order for The Toro Company to convert that inquire into a sale. b) Regarding the integration into our sales process, beyond those previously referenced, Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently offer any e-commerce solutions due to the nature of our product offering. We recognize the value of e-commerce and look forward to when we are able to offer our products in this way.	*

Table 5A: Value-Added Attributes (100 Points)

EXHIBIT A

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The Toro Company is highly vested in their channel, providing tools, resources and programs to support their people, customers, products and advance their business operation. Toro staffs a centralized technical assistance center that is exclusive to the dealer and distributor service channels. The advanced technical team is specialized in diagnostic troubleshooting and has advanced product knowledge and access to design engineers to get to root cause. Additionally, Toro will provide on-site support to distributor partners and end-customers when a product issue cannot be improved or resolved at the distributor level.	*
42	Describe any technological advances that your proposed Solutions offer.	In addition to being an industry leader with electrification, automation, and telematics, in 2022, the organization expanded their reach to include level 1 end-customers support for specialized and more advanced products including; Geolink and subscription products. This has proven to increase customer response time while allowing the local technician to repurpose time to serve customer needs more quickly in-market.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Sustainability is at the forefront of The Toro Company innovation plans and is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land. At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. The most relevant 'green' initiatives can be found on pp. 40-48 in the attached TTC 2023 Sustainability Impact Report. Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, we have recently launched numerous commercial-grade lithium powered products across our portfolio from our mowing products like the Groundsmaster® e3200 to vehicles like the Workman MDX Li. These products provide fuel savings, reduce noise levels and operating costs for our customers. In addition, we have light construction such as the e-provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies. Key sustainability initiatives and accomplishments include: • Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities. • Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award. • Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction. • Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader. • We participate in a “closed loop” recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced “Cured-in-Place Pipes” whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. Other sustainability-related awards include: - Wyland National Mayor's Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant	*

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44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	"Toro's proprietary HyperCell® battery system was designed from the ground up for outdoor power equipment, not adapted from technology developed for another use. In addition, our built-in intelligent Battery Management System (BMS) is engineered to reduce the risk of accidental shock by de-energizing the batteries by default. This also helps regulate the battery charge, discharge and temperature, which helps prolong the life of the battery. Toro's proprietary HyperCell® battery system is third-party certified by a Nationally Recognized Testing Labratory. Third-party certification is a way to verify that a product or component meets the appropriate industry and product safety standards. The battery chargers Toro uses for electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the ""BC"" mark. They also meet the U.S. DOE and NRCAN energy efficiency standards."	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that have varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer. As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.	*
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	Toro equipment is designed with operator safety in mind, integrating industry standard safety features. As Toro continually strives to improve the safety of our operators, below are a couple examples of innovative safety solutions - "- Automatic applied parking brake on many products. For Reelmaster 5410, 5510, 5610 and Groundsmaster 4300 the parking brake is automatically applied when key is turned off or when an operator gets out of the seat. The parking brake can also be applied with a switch located on the operator console. This feature is also on the Greensmaster 3360 and 3370 and some vehicles. - Operator bump stop on the control console of the ProCore 648s, ensuring the machine comes to a quick stop if contact is made.	
47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	Our products are engineered with the customer in mind. The individuals responsible for the development of these products have spent a considerable amount of time using them, giving them a deep appreciation for the importance of ergonomics in the product's design. This results in purposefully designed products, from handheld equipment to vehicles. Toro's Vista Series Passenger Vehicles have been designed from the ground up specifically for all-day, dependable, and comfortable transport. From the ergonomically designed seating system that provides generous legroom, to the independent suspension and coil over shocks creating a smooth ride, to hydraulic disk brakes that execute smooth, consistent stopping, the Vista Series is about comfortable transportation for our customers. Our Revolution Backpack from the Professional Handheld product line is built for comfort during all-day jobs. As the power source (battery storage) for our leaf blower, string trimmer, and hedge trimmer, it is essential that our customers are comfortable wearing this unit all-day. This is why it was designed with adjustable, padded shoulder straps and hip-belt along with a convenient integrated carrying handle. This next example is not included in the contract as it is from our homeowner product line, but it is a favorite in my household and is a testament to the ergonomic focus of Toro's engineers. Our walk behind mower includes two features that allow my 9-year-old to mow our lawn, which has a 17° slope, and do it well. First, the motor adjusts the speed of the wheels based on the pressure placed on the handle. It then adjusts the speed of the blade based on the speed of the unit and the thickness of the grass being cut. These features not only create a cut that is better than our previous mower, but allows it to be done quicker, and with significantly less fatigue.	
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	Toro is focused on managing greenspaces in an environmentally friendly way. Highlighting this focus is the breadth of battery powered equipment we have in our portfolio. Below is a list of products that highlight our commitment to battery and/or hybrid options. This list is not exhaustive. There are also attachments with further information on each product, the corresponding attachment name is in parentheses. - Handheld equipment like blowers and trimmers (Handheld_Sourcewell) - Professional grade rotary mower (e3200_Sourcewell) - Golf Course mowers (Fairway_Sourcewell, & Greens_Sourcewell) - Walk behind products (Walk-behind_Sourcewell) - Utility Vehicles (GTX_Sourcewell) - People movers (Vista_Sourcewell)	

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49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	MyTurf Pro is a powerful and easy-to-use, application that seamlessly connects customer assets and corresponding maintenance program, regardless of brand. Providing customer teams with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. “At a glance” overviews keep leaders informed of asset status. Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether customers are rebuilding rollers, replacing hydraulic hoses, or overhauling their cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	As a large, publicly traded company, we do not hold any relevant certifications. However, while the data is not publicly available, we do maintain a Small Business Spending plan as part of our GSA contract and partner with SDVOSB's while serving Veteran's Affairs entities and certain Military affiliated golf courses.	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	NA	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	NA	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	NA	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	NA	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	NA	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	NA	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	NA	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	NA	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Standard payment terms are 0% 30 days for cash, check, and EFT payments.	*

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60	Describe any leasing or financing options available for use by educational or governmental entities.	Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers. Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. As of this submission, Toro has partnership agreements in the US with PNC Equipment Finance and TCF Equipment Finance, as well as DLL who focuses on State and Local Government (SLG) Financing, see attachment DLL Muni Brochure for more information in the form of a FAQ. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing. Current program offerings are provided to our channel partners on a monthly or quarterly basis. In Canada, Toro's distributors hold direct relationships with financial institutions. Our other brands and divisions provide leasing and financing options as well, details can be found at the local dealer.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	As order processing and invoicing are handled by the local dealer, we do not have any standard transaction documents.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our proposed pricing model is discount by category. Most of our categories are percentage discount off MSRP, with two flat-rate discounts on specific categories. In addition to listing out those discounts in question 64, you will find them attached as Sourcewell_Pricing_Matrix_Toro. This sheet is intended to be posted in the event of an award, as it is on our current contract landing page. For reference, Toro also provides an MSRP file with each product categories' discount clearly listed. This file contains SKU information for convenience. You will find an example in attached - Sourcewell_MSRP_RFP.DRAFT As we are only able to upload one file for Pricing, these two items have been combined. The first page is the pricing matrix that will be posted to our contract landing page in the event of an award. To remain consistent with the current Sourcewell contract, ceiling price is contract price at time of delivery.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Commercial Equipment 22% Specialty Vehicles 7% Bullseye 5% LCE 27% LCE Snow 20% Sidewalk Base $500 off Sidewalk Atch $150 off Liquid De-Ice 10% Truck Plows 25% Truck Spreaders 25% Compact Equipment 25% Heavy Equipment 25% Golf Irrigation 40% ResCom 40% Toro Dxi 35% Rain Master Controllers 35% Rain Master Controller Parts 0% 4520 Series 8% 2120 Series 3% SiteWorks Systems (SWS) - 17%	*

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65	Describe any quantity or volume discounts or rebate programs that you offer.	Due to the breadth of product offering and the use of local independent dealerships, we do not offer a blanket volume discount. Toro does understand the value, so we have extended the option for our Commercial Distributors to offer another program to municipal customers if they choose. This program is a free goods program that extends a set dollar amount based on the total award value of product purchased on a single PO. Details of the current program can be requested from the local dealer. Attached are the details of the program as of this submission. SmartValue_Nov24	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Our network of independent dealers carry an array of related products. When a Sourcewell member chooses to include those items, they will - - be clearly labeled as open-market - not exceed the MSRP of that item - have any setup, delivery, or freight charges clearly labeled	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	SETUP When an order involves setup charges, it will be – a) Determined by the delivering dealer b) Clearly labeled as such unless otherwise requested by the customer. - In the event a quote is a lump-sum total, or other method that does not show line-item details, line-item details will be used to determine the contract price and will be available upon request. c) Calculated using one of the following methods - 1) Manufacturers Setup Time x Dealers posted labor rate, or 2) 5% of the total product cost, with an additional 5% for cabbed units Different methods are required due to the wide array of products being offered. Setup charges are consistent with market standards. TRAINING Standard training on equipment is included at time of delivery. If a customer requests additional training, either beyond standard operators training or at a time other than delivery, associated costs will be determined with the local dealer. INSTALLATION Many of our products can be installed on customer owned vehicles. While this service is available, due to the variety of factors involved in those type of sales, installation costs for contracted products on customer supplied vehicles will be determined with the local dealer and will be discussed up front and included on any quote.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is included for products within the Commercial Equipment category with a delivery address within the continental US. All other product categories may incur freight charges, which will be discussed with the customer up front and included on any quote. Delivery is not included. Standard delivery fees will not exceed 5% of the total cost of goods. Non-standard delivery charges will be discussed with the customer up front and included on any quote.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Discounts on products will remain the same for Alaska, Hawaii, or any offshore delivery. Freight costs for those sales will be determined by the local dealer and clearly communicated to the customer up front and included in any quote.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our Commercial Distributors are established partners in their areas of geographic coverage. This allows them to maintain a local inventory. Our Distributor partners have facilities throughout the US and Canada ranging from 10,000 sqft to 150,000 sqft. This allows customers to have the most efficient access to available products in their market.	*

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71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	As our sales process relies on the local dealer/distributor for quoting, ordering, and invoicing, we front load the pricing verification step. Each of our divisions provide their dealer network with current Sourcewell pricing that is required to be used until it is updated. For example, our Commercial products are loaded into our quoting system that contains Sourcewell Pricing managed by Toro. This allows our distributors to simply choose the Sourcewell Program pricing, and it will automatically pull the current contract price. We also include contact information on our contract landing page to reach out directly to a Toro Representative to validate a quote is in compliance with the Sourcewell contract. Toro will be paying all administrative fees, and we understand the value of proper reporting. To accomplish this, Commercial distributors are incentivized to submit accurate and timely reports. The Toro Company has a long history of accurate and timely reporting and administrative fee payments with Sourcewell and our other contract partners.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Toro will pay a 1% Administrative fee on the total award price for the sale of all contracted products.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	NA	*

EXHIBIT A

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance. • SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment. • GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment. • RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts. • OTHER BRANDS Toro is also including other brands under the The Toro Company; Boss, Bullseye, Siteworks, and Ventrac. These product lines round out our ground maintenance portfolio to create the most comprehensive Grounds Equipment offering we have found in the market. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)	*
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	(•) Yes ( ) No	Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.	*
78	Irrigation and aeration equipment, systems, parts, and installation	(•) Yes ( ) No	Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.	*
79	Beach and waterfront maintenance equipment and accessories	(•) Yes ( ) No	Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.	*

EXHIBIT A

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell_Pricing_Combined.pdf - Friday November 22, 2024 08:54:41
- Financial Strength and Stability - 2023_financial_summary.pdf - Friday November 15, 2024 15:35:46
- Marketing Plan/Samples - Toro_Sourcewell_Sell_Sheet_4_24.pdf - Friday November 15, 2024 15:39:41
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - Master Agreement_Grounds_Maintenance_Eqt_RFP_MD red.docx - Thursday November 21, 2024 05:55:26
- Upload Additional Document - TTC_Sourcewell_Zipped.Files.zip - Friday November 22, 2024 10:23:20

EXHIBIT A

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Edric Funk, Group VP, Golf, Grounds, and Irrigation, The Toro Company

EXHIBIT A

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	☑	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	☑	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	☑	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	☑	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	☑	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	☑	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	☑	2

Docusign Envelope ID: FF149638-A4B4-447D-B7FE-C38E8811FBEC

EXHIBIT A

AMENDMENT #1
TO
CONTRACT # 112624-TTC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **The Toro Company** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment and Related Attachments to Sourcewell and its Participating Entities, effective January 30, 2025, through January 31, 2029 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 64 of "Table 6: Pricing (400 Points)" of the Proposal is deleted in its entirety and replaced with the following:

   Toro offered discounts will range from 0%-40% off current MSRP.

2. Line item 67 of "Table 6: Pricing (400 Points)" of the Proposal is delete in its entirety and replaced with the following:

   SETUP
   When an order involves setup charges, it will be –
   a) Determined by the delivering distributor/dealer
   b) Clearly labeled as such unless otherwise requested by the customer.
      - In the event a quote is a lump-sum total, or other method that does not show line-item details, line-item details will be used to determine the contract price and will be available upon request.
   c) Calculated using one of the following methods -
      1) Manufacturers Setup Time x Distributor/Dealer posted labor rate, or
      2) 5% of the total product cost, with an additional 5% for cabbed units

   Different methods are required due to the wide array of products being offered. Setup charges are consistent with market standards.

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EXHIBIT A

TRAINING
Standard training on equipment is included at time of delivery. If a customer requests additional training, either beyond standard operators training or at a time other than delivery, associated costs will be determined with the local dealer.

INSTALLATION
Many of our products can be installed on customer owned vehicles. While this service is available, due to the variety of factors involved in those type of sales, installation costs for contracted products on customer supplied vehicles will be determined with the local dealer and will be discussed up front and included on any quote.

Installation/setup for autonomous solutions can be added at the discretion of the distributor, not to exceed 10% of the total product cost.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 3/17/2025 | 8:59 AM CDT

The Toro Company

By: Signed by: Brooke Carey 1279DCB06D184BD...
Brooke Carey, Federal Contracts Manager

Date: 3/17/2025 | 8:44 AM CDT

AGENDA ITEM NO. 6.z

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-26-046MK with Superior Asphalt, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Superior Asphalt, Inc., agrees to enter into an agreement with the City of Bradenton for the provision of road building materials and services to the City (the "Agreement"). This Agreement is in accordance with the specifications per that certain contract dated August 27, 2024, between the Contractor and Manatee County, Florida, for the provision of road building materials and services, procured pursuant to the Manatee County, Florida's Invitation to Bid No. 24-TA005220CD; copies of which are attached hereto and incorporated herein as Exhibit "A". with a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through September 1, 2027, with the option of two additional one-year terms upon written approval of both parties.

FINANCIAL IMPACT:
Funding by (00154100-553000).

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

SUGGESTED MOTION:
Motion to approve Agreement PB-26-046MK with Superior Asphalt, Inc.

ATTACHMENTS:

Agreement PB-26-046MK with Superior Asphalt Inc.

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-26-046MK BETWEEN THE CITY OF BRADENTON AND SUPERIOR ASPHALT, INC.

Superior Asphalt, Inc. (the "Contractor"), agrees to enter into an agreement with the City of Bradenton, Florida (the "City"), for the provision of road building materials and services to the City (the "Agreement"). This Agreement is in accordance with the specifications per that certain contract dated August 27, 2024, between the Contractor and Manatee County, Florida, for the provision of road building materials and services (the "Contract"), procured pursuant to the Manatee County, Florida's Invitation to Bid No. 24-TA005220CD (the "Solicitation"); copies of which are attached hereto and incorporated herein as Exhibit "A", with a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through September 1, 2027, with the option of two additional one-year terms upon written approval of both parties, subject to the following modifications:

1. All references to "Manatee County, Florida" shall be replaced with "City of Bradenton, Florida, 101 Old Main Street, Bradenton, FL 34205."

2. All references to the "County" shall be replaced with the "City."

3. **Invoices and Time of Payment.** Article 5 of the Contract shall be amended to add the following:

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

The Contractor shall submit invoices for payment for services pursuant to the deliverable payment schedule set forth in Exhibit B.

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

4. **Termination For Cause.** Section A.3 of Article 9 of the Contract shall be deleted in its entirety.

5. **Dispute Resolution.** Article 11 of the Contract shall be deleted in its entirety and replaced with the following:

   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 Contract, 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 Contract 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 Contract.

   F. This Contract 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 Contractor shall be required to continue its service and all other obligations under this Contract during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

6. **Notice.** Article 25 of the Contract shall be amended to reflect the City's contact information as follows:

CITY OF BRADENTON

Name:	Purchasing Department
Address:	101 Old Main Street
	Bradenton, Florida 34205
Telephone:	941-932-9467
E-Mail:	purchasing@bradentonfl.gov

7. **Taxes.** Article 30 of the Contract shall be amended to replace the County's Florida Sales Tax and Federal Excise and State Sales Taxes exemption certificate information with the City's applicable tax exemption certificate information.

This Contract is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Vice President

Oct. 5, 2026
Date

Superior Asphalt, Inc.

Gene Brown, Mayor
City of Bradenton

Date

Nicholas Toth

10/5/2026
Date

Nicholas Toth, CPPB, Purchasing Manager
City of Bradenton

AGREEMENT No. 24-TA005220CD

ROAD BUILDING MATERIALS AND SERVICES

between

MANATEE COUNTY
(COUNTY)

and

SUPERIOR ASPHALT, INC.
(CONTRACTOR)

AGREEMENT FOR ROAD BUILDING MATERIALS AND SERVICES

THIS AGREEMENT is made and entered into as of this 27th day of August, 2024 ("Effective Date"), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (**"COUNTY"**), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **SUPERIOR ASPHALT, INC.**, a Florida corporation, (**"CONTRACTOR")** with offices located at 4801 15th Street East, Bradenton, Florida 34203, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, CONTRACTOR engages in the business of road building mateials and services; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the non-professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONTRACTOR'S submission of a bid in response to Invitation for Bid No 24-TA005220CD and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in **Exhibit A**, Scope of Services ("Services"). "Task" as used in this Agreement, refers to particular categories/groupings of Services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and six (6) exhibits, which are as follows:

Exhibit A Scope of Services
Exhibit B Fee Rate Schedule
Exhibit C Affidavit of No Conflict
Exhibit D Insurance and Bond Requirements
Exhibit E Technical Specifications
Exhibit F Zone Map

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

A. This Agreement shall commence on the September 1, 2024 and remain in force for an initial term of three (3) years, unless terminated by COUNTY pursuant to Article 9.

B. COUNTY reserves the right to extend the initial term of three (3) years for an additional two (2), one-year periods.

ARTICLE 4. COMPENSATION

A. CONTRACTOR shall be compensated for the Services and all expenditures incurred in providing the Services.

B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.

B. COUNTY shall approve of all invoices prior to payment.

C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable.

D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.

E. All costs of providing the Services shall be the responsibility of CONTRACTOR.

F. Any dispute between COUNTY and CONTRACTOR with regard to the Services or CONTRACTOR'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.

B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement.

C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.

D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.

E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.

F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.

H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.

I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or

otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given advance written notice thereof.

B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Services.

C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.

D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.

E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.

F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
b. Failure to perform the Services within the time specified in this Agreement; or
c. Work that is at a rate that disrupts the overall performance of this Agreement.

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

   a. Stop the Services on the date and to the extent specified;
   b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
   c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
   d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the Services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the Services to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;

B. Executing the Transition Services plan activities;

C. Answering questions regarding the Services on an as-needed basis; and

D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 11. DISPUTE RESOLUTION

A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official.

B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 12. COMPLIANCE WITH LAWS

All Services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 15. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.

B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.

D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to

perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org

Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

ARTICLE 16. INDEMNIFICATION

A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim

is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 18. INSURANCE

A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.

B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 19. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 22. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Alan Mulvey, Vice President

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

ARTICLE 23. SUB-CONTRACTORS

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the fees specified in **Exhibit B** for any subcontractors utilized in the provision of the Services.

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the

performance of the Services.

ARTICLE 25. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
Public Works Department
Attn: Pavement Manager
1022 26th Avenue East
Bradenton, FL 34206
Phone: (941) 708-7450 ext 7613
Email: phil.catalano@mymanatee.org

To CONTRACTOR: Superior Asphalt, Inc.
Attn: Vice President
Alan Mulvey
4801 15th Street East
Bradenton, FL 34203
Phone: (941) 755-2850
Email: amulvey@superiorasphaltinc.net

ARTICLE 26. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 27. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or Services required hereunder.

ARTICLE 28. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform

the Services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

ARTICLE 29. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 30. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 31. FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 33. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

ARTICLE 35. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 36. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 37. LEGAL REFERENCES

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

ARTICLE 38. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 39. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 40. E-VERIFY

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

contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement.

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

ARTICLE 41. FUNDS FOR IDENTIFICATION DOCUMENTS

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

ARTICLE 42. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

SUPERIOR ASPHALT, INC.

BY: _____

Printed Name: Alan McIver

Title: Vice President

Date: Aug. 12, 2024

MANATEE COUNTY, a political subdivision of the State of Florida

_____

Jacob Erickson, MBA, CPPO, NIGP-CPP
Purchasing Official

Date: 8/27/24

EXHIBIT A, SCOPE OF SERVICES

1.01 BACKGROUND INFORMATION

This Agreement allows for the purchase of materials and services required in the maintenance of the County's infrastructure. This Agreement is used for Utility, Stormwater, Roads, Bridges, Earthwork and Traffic Signals repairs and installation. Annually this Agreement totals approximately ten million dollars in materials and services.

1.02 SCOPE

Successful Bidder (hereinafter in this Scope referred to as Contractor) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Road Building and Materials Services that will meet the requirements of the Agreement.

1.03 GENERAL REQUIREMENTS

Contractor shall provide the following requirements:

A. Materials. The road building materials portion of this Invitation for Bid shall consist of, but is not limited to, the supply and/or supply and delivery of road building materials to various job sites within Manatee County.

B. Services. The road building services portion of this Invitation of Bid shall consist of, but is not limited to, Road Building Services, at various job sites within Manatee County. Examples of specific services shall include but are not limited to excavation, grading, resurfacing, curbing, drainage, marking, signals, base work, etc. The road building services shall be for a job on a job site to be performed by Contractor in accordance with the scope of work provided by the County. The Contractor shall furnish any required shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required to complete specified road building services authorized by release order. The Contractor shall perform the work complete, in place and ready for continuous services and shall include any repairs, replacement, and/or restoration required as a result of damages caused prior to acceptance by the County.

1.04 SERVICE REQUIREMENTS

Contractor's services shall include but not be limited to:

All materials and services provided, delivered or installed pursuant to any Agreement issued in connection with this Invitation for Bid shall meet or exceed the following:

FDOT Standard Specifications for Road and Bridge Construction link is provided for you convenience.
http://www.fdot.gov/programmanagement/implemented/specbooks/default.shtm

Manatee County Transportations Standards, Utility Design Standards and Stormwater Design Standards link is provided for your convenience.
http://www.mymanatee.org/departments/public_works/infrastructure_engineering

A. Detailed Cost Package. The County will initiate a meeting with some or all Contractor(s) to review the scope of work and possibly conduct an on-site visit. The Contractor(s) shall then be required to prepare a detailed cost package using their unit prices bid. The detailed cost package shall include itemized costs based on Contractor's bid pricing, a detailed statement of work and shop drawings/sketches (if applicable) for the specific work required and a schedule for completion of the specific work. The Contractor(s) shall be expected to expeditiously prepare its detailed cost package and in no event shall the preparation time exceed 15 calendar days. The Contractor(s) shall submit its detailed cost package to the County, who will evaluate same and, if approved, will issue a written release order. The County reserves the right to not issue a release order for the specific work. The County has no obligation to issue a release order. The County reserves the right to use any Contractor which it deems to be in its best interest for any specific project. Selection of the Contractor for each project will be within the sole direction of the County.

B. Quality of Work. If at any time the labor used or to be used appears to the County as insufficient or improper for the securing the quality of Work required or the required rate of progress, the County may order the Contractor to increase its efficiency or to improve the character of its work, and the Contractor shall confirm to such an order. Any such order shall not entitle Contractor to any additional compensation or increase in Contract Time. The failure of the County to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of work or the rate of progress necessary to complete work satisfactorily. The County may require the Contractor to remove such personnel as the County deems incompetent, careless, insubordinate or otherwise objectional, or whose continued employment is deemed contrary to the County's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the work by the County shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

C. Quality Control. The Contractor shall:

   a. Develop and maintain a program to assure quality control of the services provided.

   b. Be responsible for and supervise all subcontractors, providing instructions when their effort doesn't conform to the requirements of the Agreement and/or release order.

   c. Continue to coordinate each subcontractor to ensure that corrections are made in a timely manner so as to not affect the mutually agreed schedule.

D. Layout of Work. The Contractor:

a. Where required, shall set construction stakes and batter boards for establishing lines, positions of structures, slopes, and other controlling points necessary for the proper prosecution of the work. The stakes, as set will be checked and approved by the County before construction is commenced. These stakes and marks shall constitute the field control by and in accordance with which the Contractor shall govern and execute the work.

b. Will be held responsible for the preservation of all stakes and marks; and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will immediately and accurately be replaced by the Contractor at no additional expense to the County.

E. Overtime Work. Only work specified by the County as requiring overtime work hours will be subject to an overtime surcharge. Any work done by the Contractor during overtime hours, but not specified as required by County will be considered normal hours and normal hourly rate(s) shall be applied. Overtime work shall be defined as work performed on Sundays and national/county holidays and all work performed between the hours of 7:00pm and 7:00am. Bidders shall include a per day surcharge on the bid form that will include all equipment, materials, labor and MOT required to take all the necessary precautions for the protection of the work and the safety of the public.

F. Warning Signs and Barricades. The Contractor shall provide adequate signs, barricades, flashing lights, flagmen and watchmen, and take all necessary precautions for the protection of the work and safety of the public. Traffic control warning signs and barricades shall be in strict accordance with the provisions of the FDOT Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operations (latest revision). All barricades and obstructions shall be protected at night by flashing signal lights which shall be of substantial for night visibility. Suitable warning signs shall be so placed and illuminated at night to show in advance where construction, barricades or detours exist. All work items are to include the cost of signing and traffic maintenance, except as related to shell and base preparation over 100' or overnight.

G. Protection of Work, Persons and Property. The Contractor shall:

a. Continuously maintain adequate protection of all work form damage and shall protect all property from injury or loss arising in connection with the contract. Successful bidder(s) shall make good any such damage, injury or loss, except such as may be directly due to error in contract documents.

b. Provide, protect, and maintain all passageways, guard fences, lights, and other facilities required by the public authority or local conditions.

c. Provide reasonable maintenance of traffic ways for the public and preservation of the continuation of the County's business taking into full consideration all local conditions.

d. Comply with Florida Department of Commerce Safety Regulation and any local safety regulations.

H. Clean-up. The Contractor shall:

a. Keep the construction site free of rubbish and waste material and restore to their original condition those portions of the site not designated for alteration by the scope of work. Clean up and restoration shall be accomplished on the continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity or the work.

b. Remove when no longer needed, all temporary structures markers and equipment used in its operations. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the scope of work be restored to their original condition or as nearly as possible.

I. Testing. All inspections and testing required for this contract will be performed by and independent laboratory retained by the County. Contractor shall be responsible for all failed test.

1.05 TECHNICAL REQUIREMENTS

Contractor's equipment, products, and services shall meet the technical specifications outlined in Exhibit E.

1.06 WARRANTY AND GUARANTEE PROVISIONS

All maintenance, repair and construction services furnished as defined herein shall be guaranteed and warranted by the Contractor for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and/or furnished and installed by the Contractor is warranted and guaranteed by the Contractor to meet the required standards specified herein and to accomplish the purposes and functions of the project.

The County shall, following discovery of faulty materials or workmanship, promptly give written notice to the Contractor of faulty materials, equipment, or workmanship within the period of the guarantee and the successful bidder(s) shall promptly replace any part of the faulty equipment, material, or workmanship at its own cost. These warranty and guarantee provisions create no limitations on the County as to any claims or actions for breach of guaranty or breach of warranty that the County might have against parties other than the Contractor, and do not constitute exclusive remedies of the County against the Contractor.

1.07 LIMITATIONS PER PROJECT

No single construction project estimated to exceed $299,999.99 shall be performed under this Agreement. A project exceeding $299,999.99 shall be solicited under a separate formal, sealed process in order to comply with FS 255.0525.

END OF EXHIBIT A

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

Fees for the goods and services detailed in this Agreement shall be as indicated in this **Exhibit B.**

2. ESCALATION/DE-ESCALATION

For all road building material only related release orders, the CONTRACTOR agrees the cost (per ton) of Liquid Asphalt shall be adjusted according to the FDOT Fuel and Bituminous Price Index effective the day of paving. CONTRACTOR shall submit a copy of the index and formula used with its invoice. The pay items that will be affected by the index are: IV.2, IV.3, IV.4, IV.5, IV.6, IV.7, IV.8, IV.9, IV.10, IV.19, IV.21 and IV.41.

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		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION I - AGGREGATE		
I.1 CRUSHED STONE #4 (FDOT SPEC 901)		
LOCATION OF VENDOR'S PLANT:		Palmetto
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		25 / MILES
PRICE F.O.B. VENDOR'S PLANT:		$70.00 / PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD:		
	4680 66th Street West, Bradenton FL 34210	$93.00 / PER TON
	5511 39th Street East, Bradenton FL 34203	$93.00 / PER TON
	2908 12th Street Court East, Bradenton FL 34208	$93.00 / PER TON
	36650 Arcadia Avenue, Myakka FL 34251 (MYAKKA YARD)	$93.00 / PER TON
	8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$93.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		10 / DAYS
I.2 CRUSHED STONE #57 (FDOT SPEC 901)		
LOCATION OF VENDOR'S PLANT:		Palmetto
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		25 / MILES
PRICE F.O.B. VENDOR'S PLANT:		$70.00 / PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD:		
	4680 66th Street West, Bradenton FL 34210	$93.00 / PER TON

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION I - AGGREGATE		
	5511 39th Street East, Bradenton FL 34203	$93.00 / PER TON
	2908 12th Street Court East, Bradenton FL 34208	$93.00 / PER TON
	36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$93.00 / PER TON
	8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$93.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		10 / DAYS
I.3 COARSE AGGREGATE 3/8" (FDOT SPEC 901)		
LOCATION OF VENDOR'S PLANT:		Palmetto
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		25 / MILES
PRICE F.O.B. VENDOR'S PLANT:		$70.00 / PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD		
	4680 66th Street West, Bradenton FL 34210	$93.00 / PER TON
	5511 39th Street East, Bradenton FL 34203	$93.00 / PER TON
	2908 12th Street Court East, Bradenton FL 34208	$93.00 / PER TON
	36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$93.00 / PER TON
	8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$93.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		10 / DAYS
I.4 COARSE MASONRY SAND (ASTM C144)		

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION I - AGGREGATE		
LOCATION OF VENDOR'S PLANT:		Lake Wales, FL
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		90 / MILES
PRICE F.O.B. VENDOR'S PLANT:		$38.00 / PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD		
	4680 66th Street West, Bradenton FL 34210	$67.00 / PER TON
	5511 39th Street East, Bradenton FL 34203	$67.00 / PER TON
	2908 12th Street Court East, Bradenton FL 34208	$67.00 / PER TON
	36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$67.00 / PER TON
	8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$67.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		10 / DAYS
I.4A TACK SAND (FDOT SPEC 902-6)		
LOCATION OF VENDOR'S PLANT:		Punta Gorda
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		90 / MILES
PRICE F.O.B. VENDOR'S PLANT:		$32.00 / PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD		
	4680 66th Street West, Bradenton FL 34210	$60.00 / PER TON
	5511 39th Street East, Bradenton FL 34203	$60.00 / PER TON
	2908 12th Street Court East, Bradenton FL 34208	$60.00 / PER TON

			Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION I - AGGREGATE			
		36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$60.00 / PER TON
		8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$60.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			10 / DAYS
I.5 CONCRETE SAND (ASTM C33)			
LOCATION OF VENDOR'S PLANT:			Lakw Wales, FL
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			90 / MILES
PRICE F.O.B. VENDOR'S PLANT:			$38.00 / PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD:			
		4680 66th Street West, Bradenton FL 34210	$67.00 / PER TON
		5511 39th Street East, Bradenton FL 34203	$67.00 / PER TON
		36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$67.00 / PER TON
		8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$67.00 / PER TON
		2908 12th Street Court East, Bradenton FL 34208	$67.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			10 / DAYS
I.6 FILL DIRT CY (FDOT SPEC 120-2)			
	ZONE 1	0 - 2,000 CY	$42.00 / PER CY
		OVER 2,000 CY	$42.00 / PER CY
	ZONE 2	0 - 2,000 CY	$42.00 / PER CY
		OVER 2,000 CY	$42.00 / PER CY

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SECTION I - AGGREGATE			
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 3	0 - 2,000 CY	$42.00 / PER CY
		OVER 2,000 CY	$42.00 / PER CY
	ZONE 4A	0 - 2,000 CY	$42.00 / PER CY
		OVER 2,000 CY	$42.00 / PER CY
	ZONE 4B	0 - 2,000 CY	$42.00 / PER CY
		OVER 2,000 CY	$42.00 / PER CY
	ZONE 5	0 - 2,000 CY	$42.00 / PER CY
		OVER 2,000 CY	$42.00 / PER CY
DELIVERY DAYS AFTER RECEIPT OF ORDER:			10 / DAYS
I.7 FILL DIRT TON (FDOT SPEC 120-2)			
LOCATION OF VENDOR'S PLANT:			Bradenton
PRICE F.O.B. VENDOR'S PLANT:			$13.00 / PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	$42.00 / PER TON
		OVER 500 TONS	$42.00 / PER TON
	ZONE 2	0 - 500 TONS	$42.00 / PER TON
		OVER 500 TONS	$42.00 / PER TON
	ZONE 3	0 - 500 TONS	$42.00 / PER TON
		OVER 500 TONS	$42.00 / PER TON
	ZONE 4A	0 - 500 TONS	$42.00 / PER TON
		OVER 500 TONS	$42.00 / PER TON
	ZONE 4B	0 - 500 TONS	$42.00 / PER TON
		OVER 500 TONS	$42.00 / PER TON

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SECTION I - AGGREGATE			
	ZONE 5	0 - 500 TONS	$42.00 / PER TON
		OVER 500 TONS	$42.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			10 / DAYS
I.8 SHELL BASE BANK RUN SHELL (FDOT SPEC 911)			
LOCATION OF VENDOR'S PLANT:			Punta Gorda
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			90 / MILES
PRICE F.O.B. VENDOR'S PLANT:			$19.00 / PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			$48.00 / PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	$48.00 / PER TON
		OVER 500 TONS	$48.00 / PER TON
	ZONE 2	0 - 500 TONS	$48.00 / PER TON
		OVER 500 TONS	$48.00 / PER TON
	ZONE 3	0 - 500 TONS	$48.00 / PER TON
		OVER 500 TONS	$48.00 / PER TON
	ZONE 4A	0 - 500 TONS	$48.00 / PER TON
		OVER 500 TONS	$48.00 / PER TON
	ZONE 4B	0 - 500 TONS	$48.00 / PER TON
		OVER 500 TONS	$48.00 / PER TON
	ZONE 5	0 - 500 TONS	$48.00 / PER TON
		OVER 500 TONS	$48.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			10 / DAYS

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SECTION I - AGGREGATE			
I.9	SHELL BASE BANK RUN SHELL @ <16% MOISTURE CONTENT (FDOT SPEC 911)		
	LOCATION OF VENDOR'S PLANT:		Punta Gorda
	DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		90 / MILES
	PRICE F.O.B. VENDOR'S PLANT:		$19.00 / PER TON
	PRICE VENDOR DELIVER TO MANATEE COUNTY YARD		
		4680 66th Street West, Bradenton FL 34210	$48.00 / PER TON
		5511 39th Street East, Bradenton FL 34203	$48.00 / PER TON
		2908 12th Street Court East, Bradenton FL 34208	$48.00 / PER TON
		36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$48.00 / PER TON
		8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$48.00 / PER TON
PRICE	ZONE 1	0 - 500 TONS	$48.00 / PER TON
		OVER 500 TONS	$48.00 / PER TON
	ZONE 2	0 - 500 TONS	$48.00 / PER TON
		OVER 500 TONS	$48.00 / PER TON
	ZONE 3	0 - 500 TONS	$48.00 / PER TON
		OVER 500 TONS	$48.00 / PER TON

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SECTION I - AGGREGATE			
VENDOR DELIVERED TO JOB SITE	ZONE 4A	0 - 500 TONS	$48.00 / PER TON
		OVER 500 TONS	$48.00 / PER TON
	ZONE 4B	0 - 500 TONS	$48.00 / PER TON
		OVER 500 TONS	$48.00 / PER TON
	ZONE 5	0 - 500 TONS	$48.00 / PER TON
		OVER 500 TONS	$48.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			10 / DAYS
I.10 SUBBASE STABILIZATION MATERIALS (FDOT SPEC 914)			
LOCATION OF VENDOR'S PLANT:			Punta Gorda
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			90 / MILES
PRICE F.O.B. VENDOR'S PLANT:			$13.00 / PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	$42.00 / PER TON
		OVER 500 TONS	$42.00 / PER TON
	ZONE 2	0 - 500 TONS	$42.00 / PER TON
		OVER 500 TONS	$42.00 / PER TON
	ZONE 3	0 - 500 TONS	$42.00 / PER TON
		OVER 500 TONS	$42.00 / PER TON
	ZONE 4A	0 - 500 TONS	$42.00 / PER TON
		OVER 500 TONS	$42.00 / PER TON
	ZONE 4B	0 - 500 TONS	$42.00 / PER TON
		OVER 500 TONS	$42.00 / PER TON

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SECTION I - AGGREGATE			
	ZONE 5	0 - 500 TONS	$42.00 / PER TON
		OVER 500 TONS	$42.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			10 / DAYS
I.11 WASHED SHELL 1/2"			
LOCATION OF VENDOR'S PLANT:			Punta Gorda
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			90 / MILES
PRICE F.O.B. VENDOR'S PLANT:			$51.00 / PER TON
PRICE VENDOR DELIVER TO MANATEE COUNTY YARD			
		4680 66th Street West, Bradenton FL 34210	$102.00 / PER TON
		5511 39th Street East, Bradenton FL 34203	$102.00 / PER TON
		36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$102.00 / PER TON
		8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$102.00 / PER TON
		2908 12th Street Court East, Bradenton FL 34208	$102.00 / PER TON
	ZONE 1	0 - 500 TONS	$102.00 / PER TON

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SECTION I - AGGREGATE			
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	OVER 500 TONS	$102.00 / PER TON
	ZONE 2	0 - 500 TONS	$102.00 / PER TON
		OVER 500 TONS	$102.00 / PER TON
	ZONE 3	0 - 500 TONS	$102.00 / PER TON
		OVER 500 TONS	$102.00 / PER TON
	ZONE 4A	0 - 500 TONS	$102.00 / PER TON
		OVER 500 TONS	$102.00 / PER TON
	ZONE 4B	0 - 500 TONS	$102.00 / PER TON
		OVER 500 TONS	$102.00 / PER TON
	ZONE 5	0 - 500 TONS	$102.00 / PER TON
		OVER 500 TONS	$102.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			10 / DAYS
I.12 WASHED SHELL 1"			
LOCATION OF VENDOR'S PLANT:			Punta Gorda
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			90 / MILES
PRICE F.O.B. VENDOR'S PLANT:			$46.00 / PER TON
PRICE VENDOR DELIVER TO MANATEE COUNTY YARD			
		4680 66th Street West, Bradenton FL 34210	$97.00 / PER TON

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SECTION I - AGGREGATE			
		5511 39th Street East, Bradenton FL 34203	$97.00 / PER TON
		36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$97.00 / PER TON
		8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$97.00 / PER TON
		2908 12th Street Court East, Bradenton FL 34208	$97.00 / PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	$97.00 / PER TON
		OVER 500 TONS	$97.00 / PER TON
	ZONE 2	0 - 500 TONS	$97.00 / PER TON
		OVER 500 TONS	$97.00 / PER TON
	ZONE 3	0 - 500 TONS	$97.00 / PER TON
		OVER 500 TONS	$97.00 / PER TON
	ZONE 4A	0 - 500 TONS	$97.00 / PER TON
		OVER 500 TONS	$97.00 / PER TON
	ZONE 4B	0 - 500 TONS	$97.00 / PER TON
		OVER 500 TONS	$97.00 / PER TON
	ZONE 5	0 - 500 TONS	$97.00 / PER TON
		OVER 500 TONS	$97.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			10 / DAYS

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SECTION I - AGGREGATE			
I.13 WASHED SHELL 3"			
LOCATION OF VENDOR'S PLANT:			Punta Gorda
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			90 / MILES
PRICE F.O.B. VENDOR'S PLANT:			$38.00 / PER TON
PRICE VENDOR DELIVER TO MANATEE COUNTY YARD			
		4680 66th Street West, Bradenton FL 34210	$9.00 / PER TON
		5511 39th Street East, Bradenton FL 34203	$90.00 / PER TON
		36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$90.00 / PER TON
		8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$90.00 / PER TON
		2908 12th Street Court East, Bradenton FL 34208	$90.00 / PER TON
	ZONE 1	0 - 500 TONS	$90.00 / PER TON
		OVER 500 TONS	$90.00 / PER TON

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SECTION I - AGGREGATE			
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 2	0 - 500 TONS	$90.00 / PER TON
		OVER 500 TONS	$90.00 / PER TON
	ZONE 3	0 - 500 TONS	$90.00 / PER TON
		OVER 500 TONS	$90.00 / PER TON
	ZONE 4A	0 - 500 TONS	$90.00 / PER TON
		OVER 500 TONS	$90.00 / PER TON
	ZONE 4B	0 - 500 TONS	$90.00 / PER TON
		OVER 500 TONS	$90.00 / PER TON
	ZONE 5	0 - 500 TONS	$90.00 / PER TON
		OVER 500 TONS	$90.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			10 / DAYS
I.14 SHELL SCREENINGS TDS 1/2"			
LOCATION OF VENDOR'S PLANT:			Punta Gorda
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			90 / MILES
PRICE F.O.B. VENDOR'S PLANT:			$38.00 / PER TON
PRICE VENDOR DELIVER TO MANATEE COUNTY YARD			

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SECTION I - AGGREGATE			
		4680 66th Street West, Bradenton FL 34210	$67.00 / PER TON
		5511 39th Street East, Bradenton FL 34203	$67.00 / PER TON
		36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$67.00 / PER TON
		8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$67.00 / PER TON
		2908 12th Street Court East, Bradenton FL 34208	$67.00 / PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	$67.00 / PER TON
		OVER 500 TONS	$67.00 / PER TON
	ZONE 2	0 - 500 TONS	$67.00 / PER TON
		OVER 500 TONS	$67.00 / PER TON
	ZONE 3	0 - 500 TONS	$67.00 / PER TON
		OVER 500 TONS	$67.00 / PER TON
	ZONE 4A	0 - 500 TONS	$67.00 / PER TON
		OVER 500 TONS	$67.00 / PER TON
	ZONE 4B	0 - 500 TONS	$67.00 / PER TON
		OVER 500 TONS	$67.00 / PER TON
	ZONE 5	0 - 500 TONS	$67.00 / PER TON

			Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION I - AGGREGATE				
		OVER 500 TONS	$67.00	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			10	/ DAYS
I.15 LIMEROCK BASE MATERIAL (FDOT SPEC SECTION 911)				
LOCATION OF VENDOR'S PLANT:			Punta Gorda	
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			90	/ MILES
PRICE F.O.B. VENDOR'S PLANT:			$19.00	/ PER TON
		5511 39th Street East, Bradenton FL 34210	$48.00	/ PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	$48.00	/ PER TON
		OVER 500 TONS	$48.00	/ PER TON
	ZONE 2	0 - 500 TONS	$48.00	/ PER TON
		OVER 500 TONS	$48.00	/ PER TON
	ZONE 3	0 - 500 TONS	$48.00	/ PER TON
		OVER 500 TONS	$48.00	/ PER TON
	ZONE 4A	0 - 500 TONS	$48.00	/ PER TON
		OVER 500 TONS	$48.00	/ PER TON
	ZONE 4B	0 - 500 TONS	$48.00	/ PER TON
		OVER 500 TONS	$48.00	/ PER TON
	ZONE 5	0 - 500 TONS	$48.00	/ PER TON

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SECTION I - AGGREGATE			
	ZONE 5	OVER 500 TONS	$48.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			10 / DAYS
I.16	CRUSHED CONCRETE AGGREGATE BASE MATERIALS (MANATEE CO SPECS)		
LOCATION OF VENDOR'S PLANT:			Bradenton
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			45 / MILES
PRICE F.O.B. VENDOR'S PLANT:			$32.00 / PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			$55.00 / PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	$55.00 / PER TON
		OVER 500 TONS	$55.00 / PER TON
	ZONE 2	0 - 500 TONS	$55.00 / PER TON
		OVER 500 TONS	$55.00 / PER TON
	ZONE 3	0 - 500 TONS	$55.00 / PER TON
		OVER 500 TONS	$55.00 / PER TON
	ZONE 4A	0 - 500 TONS	$55.00 / PER TON
		OVER 500 TONS	$55.00 / PER TON
	ZONE 4B	0 - 500 TONS	$55.00 / PER TON
		OVER 500 TONS	$55.00 / PER TON
	ZONE 5	0 - 500 TONS	$55.00 / PER TON

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SECTION I - AGGREGATE			
	ZONE 5	OVER 500 TONS	$55.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			10 / DAYS
I.17 GRADED AGGREGATE BASE (FDOT SPEC 204)			
LOCATION OF VENDOR'S PLANT:			Bradenton
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			45 / MILES
PRICE F.O.B. VENDOR'S PLANT:			$32.00 / PER TON
		5511 39th Street East, Bradenton FL 34210	$60.00 / PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	$60.00 / PER TON
		OVER 500 TONS	$60.00 / PER TON
	ZONE 2	0 - 500 TONS	$60.00 / PER TON
		OVER 500 TONS	$60.00 / PER TON
	ZONE 3	0 - 500 TONS	$60.00 / PER TON
		OVER 500 TONS	$60.00 / PER TON
	ZONE 4A	0 - 500 TONS	$60.00 / PER TON
		OVER 500 TONS	$60.00 / PER TON
	ZONE 4B	0 - 500 TONS	$60.00 / PER TON
		OVER 500 TONS	$60.00 / PER TON
	ZONE 5	0 - 500 TONS	$60.00 / PER TON
		OVER 500 TONS	$60.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			10 / DAYS
I.18 #7 COARSE AGGREGATE 1/2" (FDOT SPEC 901)			
LOCATION OF VENDOR'S PLANT:			Palmetto

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SECTION I - AGGREGATE			
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		25	/ MILES
PRICE F.O.B. VENDOR'S PLANT:		$70.00	/ PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD:			
	4680 66th Street West, Bradenton FL 34210	$132.00	/ PER TON
	5511 39th Street East, Bradenton FL 34203	$132.00	/ PER TON
	36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$132.00	/ PER TON
	2908 12th Street Court East, Bradenton FL 34208	$132.00	/ PER TON
	8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$132.00	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		10	/ DAYS

	Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION II - LIQUID ASPHALT	
II.1 ASPHALT EMULSION TYPE RS-1 (SPEC FDOT 300)	
LOCATION OF VENDOR'S PLANT:	Tampa
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD:	75 / MILES
PRICE F.O.B. VENDOR'S PLANT:	$13.00 / PER GAL
PRICE VENDOR DELIVER TO MANATEE COUNTY YARD	$33.00 / PER GAL
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10 / DAYS
II.2 ASPHALT EMULSION TYPE RS-2 (SPEC FDOT 300)	
LOCATION OF VENDOR'S PLANT:	Tampa
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD:	75 / MILES
PRICE F.O.B. VENDOR'S PLANT:	$13.00 / PER GAL
PRICE VENDOR DELIVER TO MANATEE COUNTY YARD	$33.00 / PER GAL
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10 / DAYS
II.3 EPRS (Emulsion Prime Type RS) (SPEC FDOT 300)	
LOCATION OF VENDOR'S PLANT:	Tampa
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD:	75 / MILES
PRICE F.O.B. VENDOR'S PLANT:	$13.00 / PER GAL

	Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION II - LIQUID ASPHALT		
PRICE VENDOR DELIVER TO MANATEE COUNTY YARD	$33.00	/ PER GAL
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS

			Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION				
III.1	SHAPE, MIX AND COMPACT MATERIALS FOR SUB-GRADE STABILIZATION OR EXISTING BASE - Specification: F.D.O.T. Sections 200 thru 290 as applicable. MC Standard 403 - 403.1			
	6" DEPTH	0 - 2,000 SY	$36.00	/ PER SY
		2,001 - 10,000 SY	$18.00	/ PER SY
		OVER 10,000 SY	$15.00	/ PER SY
	8" DEPTH	0 - 2,000 SY	$36.00	/ PER SY
		2,001 - 10,000 SY	$18.00	/ PER SY
		OVER 10,000 SY	$15.00	/ PER SY
	12" DEPTH	0 - 2,000 SY	$366.00	/ PER SY
		2,001 - 10,000 SY	$18.00	/ PER SY
		OVER 10,000 SY	$15.00	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		10	/ DAYS
III.2	PLACE, SHAPE, AND COMPACT SHELL, LIMEROCK, OR CRUSHED CONCRETE BASE, GRADED AGGREGATE - Specification: F.D.O.T. Sections 200 and 290 as applicable MC Standards 403 - 403.1			
	6" DEPTH	0 - 2,000 SY	$37.00	/ PER SY
		2,001 - 10,000 SY	$19.00	/ PER SY
		OVER 10,000 SY	$14.00	/ PER SY
	8" DEPTH	0 - 2,000 SY	$37.00	/ PER SY
		2,001 - 10,000 SY	$19.00	/ PER SY

			Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION				
		OVER 10,000 SY	$14.00	/ PER SY
	12" DEPTH	0 - 2,000 SY	$37.00	/ PER SY
		2,001 - 10,000 SY	$19.00	/ PER SY
		OVER 10,000 SY	$14.00	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		10	/ DAYS
III.3	PRIME AND MAT - Specification: Seal and Sand, (FDOT SPEC 300)			
	0 - 500 SY		$3.00	/ PER SY
	501 - 1,000 SY		$2.00	/ PER SY
	1,001 - 2,500 SY		$1.60	/ PER SY
	OVER 2,500 SY		$1.30	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		10	/ DAYS
III.4	EXCAVATION (DIRT REMOVAL) SEE SPEC			
	0 - 200 CY		$115.00	/ PER CY
	201 - 2,000 CY		$30.00	/ PER CY
	OVER 2,000 CY		$21.00	/ PER CY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		10	/ DAYS
III.5	GRADE AND SHAPE FORESLOPE, BACKSLOPE & PULLING OF DITCHES - SEE SPEC			
	0 - 200 SY		$250.00	/ PER SY

			Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION				
	201 - 2,000 SY		$30.00	/ PER SY
	OVER 2,000 SY		$21.00	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		10	/ DAYS
III.6	TRAFFIC MAINTENANCE SIGNS AND BARRICADES RENTAL			
(A)		BARRICADES		
		TYPE A (without light)	$1.00	/ PER UNIT DAY
		TYPE II (without light) - 48" minimum length	$1.00	/ PER UNIT DAY
		TYPE III (without light) - 72" minimum length	$1.00	/ PER UNIT DAY
(B)		BARRICADE LIGHTS		
		TYPE A - FLASHING	$1.00	/ PER UNIT DAY
		TYPE B - STEADY BURN	$1.00	/ PER UNIT DAY
(C)		TRAFFIC BARRELS - ORANGE PLASTIC WITH REFLECTIVE COLLARS		
		18" DIAMETER x 48" HIGH MINIMUM	$1.00	/ PER UNIT DAY
(D)		TRAFFIC CONES - ORANGE PLASTIC WITH REFLECTIVE COLLARS		
		24" HIGH	$1.00	/ PER UNIT DAY

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SECTION III - PAVEMENT BASE CONSTRUCTION			
	36" HIGH	$1.00	/ PER UNIT DAY
(E)	TRAFFIC SIGNS - REFLECTORIZED FACED WITH ENGINEERING GRADE OR BETTER MATERIAL. EXACT TYPE TO BE ORDERED TO FIT JOB SITE:		
	36" x 36"	$1.00	/ PER UNIT DAY
	48" x 48"	$1.00	/ PER UNIT DAY
	18" x 24"	$1.00	/ PER UNIT DAY
	60" x 30"	$1.00	/ PER UNIT DAY
	48" x 30"	$1.00	/ PER UNIT DAY
(F)	ARROW BOARDS - SELF CONTAINED, TRAILER MOUNTED, 48"H x 60"W MINIMAL SIZE		
	ARROW(S) ONLY	$50.00	/ PER UNIT DAY
	VARIABLE MESSAGE	$100.00	/ PER UNIT DAY
(G)	PRE-CAST CONCRETE TEMPORARY BARRIER WALL SECTIONS PER FLORIDA DOT INDEX NO. 415		
	PER SECTION - 12" MINIMUM LENGTH	$1,000.00	/ PER UNIT DAY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS

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SECTION III - PAVEMENT BASE CONSTRUCTION				
III.7	FILL DIRT PLACING (PLACE, SHAPE, AND COMPACT FILL) SEE SPEC			
	ZONE 1	0 - 200 CY	$65.00	/ PER CY
		201 - 2,000 CY	$25.00	/ PER CY
		OVER 2,000 CY	$15.00	/ PER CY
	ZONE 2	0 - 200 CY	$65.00	/ PER CY
		201 - 2,000 CY	$25.00	/ PER CY
		OVER 2,000 CY	$15.00	/ PER CY
	ZONE 3	0 - 200 CY	$65.00	/ PER CY
		201 - 2,000 CY	$25.00	/ PER CY
		OVER 2,000 CY	$15.00	/ PER CY
	ZONE 4A	0 - 200 CY	$65.00	/ PER CY
		201 - 2,000 CY	$25.00	/ PER CY
		OVER 2,000 CY	$15.00	/ PER CY
	ZONE 4B	0 - 200 CY	$65.00	/ PER CY
		201 - 2,000 CY	$25.00	/ PER CY
		OVER 2,000 CY	$15.00	/ PER CY
	ZONE 5	0 - 200 CY	$65.00	/ PER CY
		201 - 2,000 CY	$25.00	/ PER CY
		OVER 2,000 CY	$15.00	/ PER CY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		10	/ DAYS
III.8	HYDRO SEEDING (Water & Fertilizer are separate bid items) - SEE SPEC			

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SECTION III - PAVEMENT BASE CONSTRUCTION				
	ZONE 1	0 - 500 SY	$15.00	/ PER SY
		501 - 5,000 SY	$4.00	/ PER SY
		5,001 - 12,000 SY	$3.00	/ PER SY
		12,001 - 22,000 SY	$1.50	/ PER SY
		OVER 22,000 SY	$1.00	/ PER SY
	ZONE 2	0 - 500 SY	$15.00	/ PER SY
		501 - 5,000 SY	$4.00	/ PER SY
		5,001 - 12,000 SY	$3.00	/ PER SY
		12,001 - 22,000 SY	$1.50	/ PER SY
		OVER 22,000 SY	$1.00	/ PER SY
	ZONE 3	0 - 500 SY	$15.00	/ PER SY
		501 - 5,000 SY	$4.00	/ PER SY
		5,001 - 12,000 SY	$3.00	/ PER SY
		12,001 - 22,000 SY	$1.50	/ PER SY
		OVER 22,000 SY	$1.00	/ PER SY
	ZONE 4A	0 - 500 SY	$15.00	/ PER SY
		501 - 5,000 SY	$4.00	/ PER SY
		5,001 - 12,000 SY	$3.00	/ PER SY
		12,001 - 22,000 SY	$1.50	/ PER SY
		OVER 22,000 SY	$1.00	/ PER SY
	ZONE 4B	0 - 500 SY	$15.00	/ PER SY
		501 - 5,000 SY	$4.00	/ PER SY
		5,001 - 12,000 SY	$3.00	/ PER SY
		12,001 - 22,000 SY	$1.50	/ PER SY

			Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION				
		OVER 22,000 SY	$1.00	/ PER SY
	ZONE 5	0 - 500 SY	$15.00	/ PER SY
		501 - 5,000 SY	$4.00	/ PER SY
		5,001 - 12,000 SY	$3.00	/ PER SY
		12,001 - 22,000 SY	$1.50	/ PER SY
		OVER 22,000 SY	$1.00	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		10	/ DAYS
III.9	SODDING - BAHIA (Water & Fertilizer are separate bid items) SEE SPEC			
	ZONE 1	0 - 50 SY	$33.00	/ PER SY
		51 - 500 SY	$20.00	/ PER SY
		OVER 500 SY	$10.00	/ PER SY
	ZONE 2	0 - 50 SY	$33.00	/ PER SY
		51 - 500 SY	$20.00	/ PER SY
		OVER 500 SY	$10.00	/ PER SY
	ZONE 3	0 - 50 SY	$33.00	/ PER SY
		51 - 500 SY	$20.00	/ PER SY
		OVER 500 SY	$10.00	/ PER SY
	ZONE 4A	0 - 50 SY	$33.00	/ PER SY
		51 - 500 SY	$20.00	/ PER SY
		OVER 500 SY	$10.00	/ PER SY
	ZONE 4B	0 - 50 SY	$33.00	/ PER SY
		51 - 500 SY	$20.00	/ PER SY
		OVER 500 SY	$10.00	/ PER SY

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SECTION III - PAVEMENT BASE CONSTRUCTION				
	ZONE 5	0 - 50 SY	$33.00	/ PER SY
		51 - 500 SY	$20.00	/ PER SY
		OVER 500 SY	$10.00	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		10	/ DAYS
III.10	SODDING - ST. AUGUSTINE (Water and Fertilizer are separate bid items) SEE SPEC			
	ZONE 1	0 - 50 SY	$40.00	/ PER SY
		51 - 500 SY	$25.00	/ PER SY
		OVER 500 SY	$15.00	/ PER SY
	ZONE 2	0 - 50 SY	$40.00	/ PER SY
		51 - 500 SY	$25.00	/ PER SY
		OVER 500 SY	$15.00	/ PER SY
	ZONE 3	0 - 50 SY	$40.00	/ PER SY
		51 - 500 SY	$25.00	/ PER SY
		OVER 500 SY	$15.00	/ PER SY
	ZONE 4A	0 - 50 SY	$40.00	/ PER SY
		51 - 500 SY	$25.00	/ PER SY
		OVER 500 SY	$15.00	/ PER SY
	ZONE 4B	0 - 50 SY	$40.00	/ PER SY
		51 - 500 SY	$25.00	/ PER SY
		OVER 500 SY	$15.00	/ PER SY
	ZONE 5	0 - 50 SY	$40.00	/ PER SY
		51 - 500 SY	$25.00	/ PER SY
		OVER 500 SY	$15.00	/ PER SY

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SECTION III - PAVEMENT BASE CONSTRUCTION				
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		10	/ DAYS
III.11	SODDING - BERMUDA (Water & Fertilizer are separate bid items) SEE SPEC			
	ZONE 1	0 - 50 SY	$40.00	/ PER SY
		51 - 500 SY	$25.00	/ PER SY
		OVER 500 SY	$15.00	/ PER SY
	ZONE 2	0 - 50 SY	$40.00	/ PER SY
		51 - 500 SY	$25.00	/ PER SY
		OVER 500 SY	$15.00	/ PER SY
	ZONE 3	0 - 50 SY	$40.00	/ PER SY
		51 - 500 SY	$25.00	/ PER SY
		OVER 500 SY	$15.00	/ PER SY
	ZONE 4A	0 - 50 SY	$40.00	/ PER SY
		51 - 500 SY	$25.00	/ PER SY
		OVER 500 SY	$15.00	/ PER SY
	ZONE 4B	0 - 50 SY	$40.00	/ PER SY
		51 - 500 SY	$25.00	/ PER SY
		OVER 500 SY	$15.00	/ PER SY
	ZONE 5	0 - 50 SY	$40.00	/ PER SY
		51 - 500 SY	$25.00	/ PER SY
		OVER 500 SY	$15.00	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		10	/ DAYS
III.12	WATER FOR SEEDING, SODDING & TREES - SEE SPEC			
		0 - 50 GAL	$135.00	/ PER GAL

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SECTION III - PAVEMENT BASE CONSTRUCTION				
	ZONE 1	51 - 250 GAL	$10.00	/ PER GAL
		251 - 500 GAL	$7.50	/ PER GAL
		500 - 1000 GAL	$3.00	/ PER GAL
	ZONE 2	0 - 50 GAL	$135.00	/ PER GAL
		51 - 250 GAL	$10.00	/ PER GAL
		251 - 500 GAL	$7.50	/ PER GAL
		500 - 1000 GAL	$3.00	/ PER GAL
	ZONE 3	0 - 50 GAL	$135.00	/ PER GAL
		51 - 250 GAL	$10.00	/ PER GAL
		251 - 500 GAL	$7.50	/ PER GAL
		500 - 1000 GAL	$3.00	/ PER GAL
	ZONE 4A	0 - 50 GAL	$135.00	/ PER GAL
		51 - 250 GAL	$10.00	/ PER GAL
		251 - 500 GAL	$7.50	/ PER GAL
		500 - 1000 GAL	$3.00	/ PER GAL
	ZONE 4B	0 - 50 GAL	$135.00	/ PER GAL
		51 - 250 GAL	$10.00	/ PER GAL
		251 - 500 GAL	$7.50	/ PER GAL
		500 - 1000 GAL	$3.00	/ PER GAL
	ZONE 5	0 - 50 GAL	$135.00	/ PER GAL
		51 - 250 GAL	$10.00	/ PER GAL
		251 - 500 GAL	$7.50	/ PER GAL
		500 - 1000 GAL	$3.00	/ PER GAL

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SECTION III - PAVEMENT BASE CONSTRUCTION				
III.13	PAVEMENT REMOVAL - Excavate & remove existing pavement surface, base and subgrade as applicable SEE SPEC			
	4" DEPTH	0 - 100 SY	$195.00	/ PER SY
		101 - 250 SY	$70.00	/ PER SY
		251 - 500 SY	$30.00	/ PER SY
		OVER 500 SY	$20.00	/ PER SY
	6" DEPTH	0 - 100 SY	$200.00	/ PER SY
		101 - 250 SY	$75.00	/ PER SY
		251 - 500 SY	$35.00	/ PER SY
		OVER 500 SY	$25.00	/ PER SY
	8" DEPTH	0 - 100 SY	$205.00	/ PER SY
		101 - 250 SY	$80.00	/ PER SY
		251 - 500 SY	$40.00	/ PER SY
		OVER 500 SY	$30.00	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		10	/ DAYS
III.14	CEMENT TREATED AGGREGATE BASE - Manatee County Spec 403.1			
	LOCATION OF VENDOR'S PLANT:		MANATEE	
	PRICE F.O.B. VENDOR'S PLANT:		$48.00	/ PER TON
	PRICE VENDOR DELIVERED TO:			
	ZONE 1		$76.00	/ PER TON
	ZONE 2		$76.00	/ PER TON

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SECTION III - PAVEMENT BASE CONSTRUCTION			
	ZONE 3	$76.00	/ PER TON
	ZONE 4A	$76.00	/ PER TON
	ZONE 4B	$76.00	/ PER TON
	ZONE 5	$76.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
III.15	BASE RECONSTRUCTION - The existing surface & base shall be scarified and/or milled so as the maximum size material will pass a 2" screen. The material will then be mixed to produce a new monolithic base material; then spread across the full width of the road be to a uniform depth 1' wider than the proposed Asphaltic Concrete Surface. The new base shall be compacted to 98% modified ASHTO T180. Density shall be determined using test strips & Density Control Nuclear Method.		
	MOBILIZATION (LUMP SUM)	$5,000.00	/ EACH
	1,000 - 5,000 SY	$20.00	/ PER SY
	OVER 5,000 SY	$15.00	/ PER SY
	ADDITIVES	$200.00	/ TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
III.16	EQUIPMENT RENTAL - DUMP TRUCK		
	FORD LNT 8000 OR EQUIVALENT WITH 5 CY CAPACITY (with Operator)	$95.00	/PER HOUR
	FORD LNT 8000 OR EQUIVALENT WITH 5 CY CAPACITY (with Operator)	$5,000.00	/PER WEEK
	FORD LNT 8000 OR EQUIVALENT WITH 15 CY CAPACITY (with Operator)	$105.00	/PER HOUR
	FORD LNT 8000 OR EQUIVALENT WITH 15 CY CAPACITY (with Operator)	$5,300.00	/PER WEEK
	23 YARD DUMP TRAILER WITH ROAD TRACTOR (with Operator)	$130.00	/PER HOUR

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SECTION III - PAVEMENT BASE CONSTRUCTION			
	23 YARD DUMP TRAILER WITH ROAD TRACTOR (with Operator)	$6,700.00	/PER WEEK
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
III.17	EROSION CONTROL PER F.D.O.T. SECTION 104		
	BAILED HAY OR STRAW	$15.00	/ PER EACH
	FLOATING TURBIDITY BARRIERS	$20.00	/ PER LF
	SAND BAGGING	$135.00	/ PER CY
	STAKED SILT FENCE	$6.00	/ PER LF
	FILTER SOCK (INLET PROTECTION)	$100.00	/ PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
III.18	TOP SOIL FOR F.D.O.T. 162		
	MUCK BLANKET		
	0 - 200 SY	$250.00	/ PER SY
	201 - 2,000 SY	$75.00	/ PER SY
	OVER 2,000 SY	$50.00	/ PER SY
	TOP SOIL		
	0 - 200 SY	$250.00	/ PER SY
	201 - 2,000 SY	$75.00	/ PER SY
	OVER 2,000 SY	$50.00	/ PER SY

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SECTION III - PAVEMENT BASE CONSTRUCTION			
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
III.19	REWORKING AND SHOULDER SODDING ON EXISTING FACILITIES SEE SPEC		
	REWORK SHOULDERS	$75.00	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
III.20	CLIPPING OF SHOULDER AND CLEANUP FOR RESURFACING - SEE SPEC		
	0 - 200 LF	$15.00	/ PER LF
	201 - 2,000 LF	$4.00	/ PER LF
	OVER 2,000 LF	$2.00	/ PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
III.21	CLIPPING SHOULDER AND REMOVAL OF MATERIAL TO ESTABLISH DRAINAGE FINISHED SURFACE TO BE SODDED OR HYDRO -SEE SPEC		
	0 - 2,000 LF	$65.00	/ PER LF
	2,001 - 5000 LF	$26.00	/ PER LF
	OVER 5,001 LF	$13.00	/ PER LF
	TRUCK MEASURE REMOVAL OF MATERIAL	$150.00	/ PER CY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
III.24	SURVEYING - To be used with other Road Building Bid items when required - SEE SPEC		
	HOURLY RATE		
	0 - 10 HOURS	$190.00	/ PER HOUR

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SECTION III - PAVEMENT BASE CONSTRUCTION			
	11 - 21 HOURS	$190.00	/ PER HOUR
	21 - 40 HOURS	$190.00	/ PER HOUR
	40 + HOURS	$190.00	/ PER HOUR
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
III.25	TREE REMOVAL & DISPOSAL (To include removal and disposal of root system) SEE SPEC		
	ALL ZONES: 2" - 4"	$1,500.00	/ EACH
	5" - 8"	$2,000.00	/ EACH
	9" - 12"	$2,700.00	/ EACH
	13" - 24"	$3,400.00	/ EACH
	25" - 36"	$4,000.00	/ EACH
	OVER 36"	$5,500.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
III.26	6' CONCRETE CURB STOPS - SEE SPEC	$75.00	/ EACH
III.26a	CONCRETE CURB STOP REMOVAL AND REINSTALL	$100.00	/ EACH

			Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL				
IV.1	FURNISH AND INSTALL NON AGGREGATE FLOWABLE FILL GROUT - CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES REQUIRED FDOT SPEC 121			
	LOCATION OF VENDOR'S PLANT:			
	PRICE F.O.B. VENDOR'S PLANT:		$400.00	/ PER TON
	PRICE VENDOR DELIVER TO JOB SITE:			
	ZONE 1	0 - 500 TONS	$1,000.00	/ PER TON
		OVER 500 TONS	$1,000.00	/ PER TON
	ZONE 2	0 - 500 TONS	$1,000.00	/ PER TON
		OVER 500 TONS	$1,000.00	/ PER TON
	ZONE 3	0 - 500 TONS	$1,000.00	/ PER TON
		OVER 500 TONS	$1,000.00	/ PER TON
	ZONE 4A	0 - 500 TONS	$1,000.00	/ PER TON
		OVER 500 TONS	$1,000.00	/ PER TON
	ZONE 4B	0 - 500 TONS	$1,000.00	/ PER TON
		OVER 500 TONS	$1,000.00	/ PER TON
	ZONE 5	0 - 500 TONS	$1,000.00	/ PER TON
		OVER 500 TONS	$1,000.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		15	/ DAYS
IV.2	SAND ASPHALT HOT MIX - 1200# STABILITY - SEE SPEC			
	LOCATION OF VENDOR'S PLANT:		Oneco, FL	
	PRICE F.O.B. VENDOR'S PLANT:		$160.00	/ PER TON

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
PRICE VENDOR DELIVER TO JOB SITE:		
ZONE 1	0 - 500 TONS	$181.00 / PER TON
	OVER 500 TONS	$181.00 / PER TON
ZONE 2	0 - 500 TONS	$181.00 / PER TON
	OVER 500 TONS	$181.00 / PER TON
ZONE 3	0 - 500 TONS	$181.00 / PER TON
	OVER 500 TONS	$181.00 / PER TON
ZONE 4A	0 - 500 TONS	$181.00 / PER TON
	OVER 500 TONS	$181.00 / PER TON
ZONE 4B	0 - 500 TONS	$181.00 / PER TON
	OVER 500 TONS	$181.00 / PER TON
ZONE 5	0 - 500 TONS	$181.00 / PER TON
	OVER 500 TONS	$181.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		15 / DAYS
IV.3 ASPHALTIC BASE COURSE III - SEE SPEC		
LOCATION OF VENDOR'S PLANT:		Oneco, FL
PRICE F.O.B. VENDOR'S PLANT:		$119.00 / PER TON
PRICE VENDOR DELIVER TO JOB SITE:		
ZONE 1	0 - 500 TONS	$142.00 / PER TON
	OVER 500 TONS	$142.00 / PER TON
ZONE 2	0 - 500 TONS	$142.00 / PER TON
	OVER 500 TONS	$142.00 / PER TON

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
ZONE 3	0 - 500 TONS	$142.00	/ PER TON
	OVER 500 TONS	$142.00	/ PER TON
ZONE 4A	0 - 500 TONS	$142.00	/ PER TON
	OVER 500 TONS	$142.00	/ PER TON
ZONE 4B	0 - 500 TONS	$142.00	/ PER TON
	OVER 500 TONS	$142.00	/ PER TON
ZONE 5	0 - 500 TONS	$142.00	/ PER TON
	OVER 500 TONS	$142.00	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		15	/ DAYS
IV.4	FRICTION COURSE TYPE - FC 12.5 FDOT 337		
	LOCATION OF VENDOR'S PLANT:		
	PRICE F.O.B. VENDOR'S PLANT:	$147.00	/ PER TON
	PRICE VENDOR DELIVER TO JOB SITE:		
ZONE 1	0 - 500 TONS	$170.00	/ PER TON
	OVER 500 TONS	$170.00	/ PER TON
ZONE 2	0 - 500 TONS	$170.00	/ PER TON
	OVER 500 TONS	$170.00	/ PER TON
ZONE 3	0 - 500 TONS	$170.00	/ PER TON
	OVER 500 TONS	$170.00	/ PER TON
ZONE 4A	0 - 500 TONS	$170.00	/ PER TON
	OVER 500 TONS	$1,700.00	/ PER TON
ZONE 4B	0 - 500 TONS	$170.00	/ PER TON

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
ZONE 4B	OVER 500 TONS	$170.00	/ PER TON
ZONE 5	0 - 500 TONS	$170.00	/ PER TON
	OVER 500 TONS	$170.00	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		15	/ DAYS
IV.5 FRICTION COURSE TYPE - FC 9.5 FDOT 337			
LOCATION OF VENDOR'S PLANT:		Oneco, FL	
PRICE F.O.B. VENDOR'S PLANT:		$150.00	/ PER TON
PRICE VENDOR DELIVER TO JOB SITE:			
ZONE 1	0 - 500 TONS	$170.00	/ PER TON
	OVER 500 TONS	$170.00	/ PER TON
ZONE 2	0 - 500 TONS	$170.00	/ PER TON
	OVER 500 TONS	$170.00	/ PER TON
ZONE 3	0 - 500 TONS	$170.00	/ PER TON
	OVER 500 TONS	$170.00	/ PER TON
ZONE 4A	0 - 500 TONS	$170.00	/ PER TON
	OVER 500 TONS	$170.00	/ PER TON
ZONE 4B	0 - 500 TONS	$170.00	/ PER TON
	OVER 500 TONS	$170.00	/ PER TON
ZONE 5	0 - 500 TONS	$170.00	/ PER TON
	OVER 500 TONS	$170.00	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		15	/ DAYS

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
IV.6	EAM COLD MIX	
	LOCATION OF VENDOR'S PLANT:	Oneco, FL
	PRICE F.O.B. VENDOR'S PLANT:	$320.00 / PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15 / DAYS
IV.7	ASPHALTIC CONCRETE TYPE S-1 - SEE SPEC	
	LOCATION OF VENDOR'S PLANT:	Oneco, FL
	PRICE F.O.B. VENDOR'S PLANT:	$119.00 / PER TON
	PRICE VENDOR DELIVER TO JOB SITE:	
ZONE 1	0 - 500 TONS	$142.00 / PER TON
	OVER 500 TONS	$142.00 / PER TON
ZONE 2	0 - 500 TONS	$142.00 / PER TON
	OVER 500 TONS	$142.00 / PER TON
ZONE 3	0 - 500 TONS	$142.00 / PER TON
	OVER 500 TONS	$142.00 / PER TON
ZONE 4A	0 - 500 TONS	$142.00 / PER TON
	OVER 500 TONS	$142.00 / PER TON
ZONE 4B	0 - 500 TONS	$142.00 / PER TON
	OVER 500 TONS	$142.00 / PER TON
ZONE 5	0 - 500 TONS	$142.00 / PER TON
	OVER 500 TONS	$142.00 / PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15 / DAYS

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
IV.8	ASPHALTIC CONCRETE TYPE S-111 - SEE SPEC	
	LOCATION OF VENDOR'S PLANT:	Oneco, FL
	PRICE F.O.B. VENDOR'S PLANT:	$119.00 / PER TON
	PRICE VENDOR DELIVER TO JOB SITE:	
ZONE 1	0 - 500 TONS	$142.00 / PER TON
	OVER 500 TONS	$142.00 / PER TON
ZONE 2	0 - 500 TONS	$142.00 / PER TON
	OVER 500 TONS	$142.00 / PER TON
ZONE 3	0 - 500 TONS	$142.00 / PER TON
	OVER 500 TONS	$142.00 / PER TON
ZONE 4A	0 - 500 TONS	$142.00 / PER TON
	OVER 500 TONS	$142.00 / PER TON
ZONE 4B	0 - 500 TONS	$142.00 / PER TON
	OVER 500 TONS	$142.00 / PER TON
ZONE 5	0 - 500 TONS	$142.00 / PER TON
	OVER 500 TONS	$142.00 / PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15 / DAYS
IV.9	SUPER PAVE MIX 9.5 FDOT 334	
	LOCATION OF VENDOR'S PLANT:	Oneco FL
	PRICE F.O.B. VENDOR'S PLANT:	$122.00 / PER TON
	PRICE VENDOR DELIVER TO JOB SITE:	
ZONE 1	0 - 500 TONS	$145.00 / PER TON

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
ZONE 1	OVER 500 TONS	$145.00 / PER TON
ZONE 2	0 - 500 TONS	$145.00 / PER TON
	OVER 500 TONS	$145.00 / PER TON
ZONE 3	0 - 500 TONS	$145.00 / PER TON
	OVER 500 TONS	$145.00 / PER TON
ZONE 4A	0 - 500 TONS	$145.00 / PER TON
	OVER 500 TONS	$145.00 / PER TON
ZONE 4B	0 - 500 TONS	$145.00 / PER TON
	OVER 500 TONS	$145.00 / PER TON
ZONE 5	0 - 500 TONS	$145.00 / PER TON
	OVER 500 TONS	$145.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		15 / DAYS
IV.10 SUPER PAVE MIX 12.5 FDOT 334		
LOCATION OF VENDOR'S PLANT:		Oneco, FL
PRICE F.O.B. VENDOR'S PLANT:		$123.00 / PER TON
PRICE VENDOR DELIVER TO JOB SITE:		
ZONE 1	0 - 500 TONS	$146.00 / PER TON
	OVER 500 TONS	$146.00 / PER TON
ZONE 2	0 - 500 TONS	$146.00 / PER TON
	OVER 500 TONS	$146.00 / PER TON
ZONE 3	0 - 500 TONS	$146.00 / PER TON
	OVER 500 TONS	$146.00 / PER TON

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
ZONE 4A	0 - 500 TONS	$146.00	/ PER TON
	OVER 500 TONS	$146.00	/ PER TON
ZONE 4B	0 - 500 TONS	$146.00	/ PER TON
	OVER 500 TONS	$146.00	/ PER TON
ZONE 5	0 - 500 TONS	$146.00	/ PER TON
	OVER 500 TONS	$146.00	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		15	/ DAYS
IV.11	SWEEP, TACK, SPREAD & COMPACT SUPER PAVE MIXES <#100 - SEE SPEC		
	0 - 50 TONS	$211.00	/ PER TON
	50 - 200 TONS	$82.00	/ PER TON
	201 - 500 TONS	$64.00	/ PER TON
	OVER 500 TONS	$54.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.12	SWEEP, TACK, SPREAD & COMPACT SUPER PAVE MIXES >#100 - SEE SPEC		
	0 - 50 TONS	$213.00	/ PER TON
	50 - 200 TONS	$80.00	/ PER TON
	201 - 500 TONS	$47.00	/ PER TON

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
	OVER 500 TONS	$38.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.13	SWEEP, TACK, SPREAD AND COMPACT 100# / SY OR MORE - SEE SPEC		
	20 - 60 TONS	$144.00	/ PER TON
	61 - 100 TONS	$76.00	/ PER TON
	101 - 500 TONS	$49.00	/ PER TON
	OVER 500 TONS	$36.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.14	SWEEP, TACK, SPREAD AND COMPACT 50#/SY TO 99#/SY - SEE SPEC		
	0 - 50 TONS	$196.00	/ PER TON
	50 - 200 TONS	$80.00	/ PER TON
	201 - 500 TONS	$52.00	/ PER TON
	OVER 500 TONS	$40.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.15	SWEEP, TACK, SPREAD AND COMPACT ROAD WIDENING -SEE SPEC		

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
	0 - 50 TONS	$184.00	/ PER TON
	50 - 200 TONS	$71.00	/ PER TON
	201 - 500 TONS	$64.00	/ PER TON
	OVER 500 TONS	$56.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.16	SWEEP, TACK, SPREAD AND COMPACT BASE REPAIR- SEE SPEC		
	0 - 50 TONS	$231.00	/ PER TON
	51 - 100 TONS	$150.00	/ PER TON
	101- 200 TONS	$100.00	/ PER TON
	201 - 500 TONS	$75.00	/ PER TON
	OVER 500 TONS	$50.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.17	SWEEP, TACK, SPREAD AND COMPACT PARKING LOTS -SEE SPEC		
	0 - 50 TONS	$231.00	/ PER TON
	50 - 200 TONS	$77.00	/ PER TON
	201 - 500 TONS	$73.00	/ PER TON
	OVER 500 TONS	$46.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
IV.18	CUT, SQUARE, SWEEP, TACK, SPREAD AND COMPACT PATCHING - SEE SPEC		
	1 - 5 TONS	$790.00	/ PER TON
	6 - 10 TONS	$460.00	/ PER TON
	11 - 15 TONS	$285.00	/ PER TON
	16 - 20 TONS	$210.00	/ PER TON
	21 - 25 TONS	$180.00	/ PER TON
	26 - 30 TONS	$165.00	/ PER TON
	OVER 30 TONS	$142.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.19	REWORK EXISTING ASPHALTIC CONCRETE PAVEMENT - SEE SPEC		
	ALL LABOR, EQUIPMENT AND MATERIAL TO INDIRECT HEAT EXISTING ASPHALT PAVEMENT, SCARIFYING AND REJUVENATING AGENTS, RESHAPE AND COMPACT EXISTING ASPHALTIC CONCRETE: - SEE SPEC		
	0 - 1,000 SY	$400.00	/ PER SY
	1,001 - 5,000 SY	$375.00	/ PER SY
	OVER 5,000 SY	$360.00	/ PER SY

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
	PER TON PRICE FOR TYPE III ASPHALTIC CONCRETE ADDED:	$142.00 / PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	$15.00 / DAYS
IV.21	THIN LIFT ASPHALT MIX - Application of SP 4.75 for Surfacing and rut filling only. All prices to include Materials, Labor, Equipment, Traffic Control and Mobilization - SEE SPEC	
	LOCATION OF VENDOR'S PLANT:	Oneco, FL
	PRICE VENDOR DELIVER TO JOB SITE:	
	0 - 40,000 SY	$12.00 / PER SY
	40,001 - 100,000 SY	$11.25 / PER SY
	OVER 100,000 SY	$11.00 / PER SY
	SCARIFY AND SWEEP THERMO PLASTIC AS REQUIRED	$25.00 / PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15 / DAYS
IV.30	PAVEMENT MILLING - SEE SPEC	
	AVERAGE CUT 1" TO 2"	
	0 - 1,000 SY	$14.50 / PER SY
	1001 - 2,000 SY	$8.50 / PER SY
	2,001 - 5,000 SY	$4.00 / PER SY

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
	5,001 - 10,000 SY	$3.30	/ PER SY
	OVER 10,000 SY	$3.10	/ PER SY
	AVERAGE CUT OVER 2"		
	0 - 1,000 SY	$16.60	/ PER SY
	1001 - 2,000 SY	$9.00	/ PER SY
	2,001 - 5,000 SY	$4.50	/ PER SY
	5,001 - 10,000 SY	$3.50	/ PER SY
	OVER 10,000 SY	$3.25	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.31	RECLAIMED ASPHALT - CREDIT - SEE SPEC		
	0 - 500 TONS	$5.00	/ PER TON
	501 - 1,000 TONS	$5.00	/ PER TON
	OVER 1,000 TONS	$5.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.32	RECLAIMED NON-ASPHALTIC BASE MATERIAL - CREDIT - SEE SPEC		
	0 - 500 TONS	$1.00	/ PER TON

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
	501 - 1,000 TONS	$1.00	/ PER TON
	OVER 1,000 TONS	$1.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.33	PAINTED TRAFFIC LINES & MARKINGS - Specification: FDOT Sections 710, 971-12, Index #17346		
	6" SKIP TRAFFIC STRIPE (2500 LF Project Min)	$1,900.00	/GROSS MILE
	6" SOLID TRAFFIC STRIPE (2500 LF Project Min)	$3,100.00	/NET MILE
	6" SOLID TRAFFIC STRIPE	$0.60	/LINEAR FOOT
	8" SOLID TRAFFIC STRIPE (2500 LF Project Min)	$3,800.00	/NET MILE
	8" SOLID TRAFFIC STRIPE	$0.70	/LINEAR FOOT
	STOP BARS - 24" WIDTH	$4.50	/LINEAR FOOT
	CROSSWALK - 12" WIDTH	$3.00	/LINEAR FOOT
	18" SOLID WHITE TRAFFIC STRIPE	$4.00	/LINEAR FOOT
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
IV.34	PAINTED TRAFFIC PAVEMENT MARKERS - Specification: FDOT 710, 971-12, Index #17346	
(A)	LEGEND:	
(All White)	LEFT - 19 SQUARE FEET	$40.00 / EACH
	RIGHT - 27 SQUARE FEET	$45.00 / EACH
	STOP - 22 SQUARE FEET	$40.00 / EACH
	ONLY - 22 SQUARE FEET	$40.00 / EACH
	MERGE - 36 SQUARE FEET	$45.00 / EACH
	SCHOOL - 33 SQUARE FEET	$51.00 / EACH
	BUS - 21 SQUARE FEET	$40.00 / EACH
	TURN - 25 SQUARE FEET	$40.00 / EACH

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
	RXR - 28 SQUARE FEET	$65.00 / EACH
	BIKE - 12 SQUARE FEET	$40.00 / EACH
(B)	ARROWS:	
(All White)	STRAIGHT - 12 SQUARE FEET	$40.00 / EACH
	LEFT - 16 SQUARE FEET	$40.00 / EACH
	RIGHT - 16 SQUARE FEET	$45.00 / EACH
	COMBINATION - 27 SQUARE FEET	$75.00 / EACH
(C)	SYMBOLS:	
(All White)	BICYCLIST - 3.9 SQUARE FEET	$45.00 / EACH
	DIAMOND - 6.5 SQUARE FEET	$40.00 / EACH

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
	HANDICAPPED - 5.0 SQUARE FEET	$45.00 / EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15 / DAYS
IV.35	THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS - Specs: FDOT Section 711, Index #17346	
	6" SKIP TRAFFIC STRIPE - THERMOPLASTIC (2500 LF Project Min)	$2,600.00 / PER GROSS MILE
	6" SKIP TRAFFIC STRIPE - THERMOPLASTIC	$0.60 /PER LINEAR FOOT
	6" SOLID STRIPE - THERMOPLASTIC	$1.20 /PER LINEAR FOOT
	8" SOLID STRIPE - THERMOPLASTIC	$1.50 /PER LINEAR FOOT
	18" SOLID TRAFFIC STRIPE	$4.80 /PER LINEAR FOOT
	12" CROSSWALK - THERMOPLASTIC	$4.20 /PER LINEAR FOOT
	24" SOLID STOP BAR - THERMOPLASTIC	$6.00 /PER LINEAR FOOT
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15 / DAYS

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
IV.36	THERMOPLASTIC TRAFFIC PAVEMENT MARKINGS - Specs: FDOT Section 711, 971-12, Index #17346	
(A)	LEGEND:	
(All White)	LEFT - 19 SQUARE FEET	$80.00 / EACH
	RIGHT - 27 SQUARE FEET	$85.00 / EACH
	STOP - 22 SQUARE FEET	$80.00 / EACH
	ONLY - 22 SQUARE FEET	$80.00 / EACH
	MERGE - 36 SQUARE FEET	$85.00 / EACH
	SCHOOL - 33 SQUARE FEET	$90.00 / EACH
	BUS - 21 SQUARE FEET	$80.00 / EACH
	TURN - 25 SQUARE FEET	$80.00 / EACH

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
	RXR - 28 SQUARE FEET	$105.00 / EACH
	BIKE - 12 SQUARE FEET	$80.00 / EACH
(B)	ARROWS:	
(All White)	STRAIGHT - 12 SQUARE FEET	$80.00 / EACH
	LEFT - 16 SQUARE FEET	$80.00 / EACH
	RIGHT - 16 SQUARE FEET	$80.00 / EACH
	COMBINATION - 27 SQUARE FEET	$150.00 / EACH
(C)	SYMBOLS:	
(All White)	BICYCLIST - 3.9 SQUARE FEET	$220.00 / EACH

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
	DIAMOND - 6.5 SQUARE FEET	$80.00 / EACH
	HANDICAPPED - 5.0 SQUARE FEET	$85.00 / EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15 / DAYS
IV.37	REFLECTIVE PAVEMENT MARKERS TYPES 1 TO 5 (per FDOT Section 706-1)	
	CLASS "A" MARKERS - FDOT SEC. 706-2.3.2: FURNISHED & INSTALLED	$6.00 / EACH
	CLASS "B" MARKERS - FDOT SEC. 706-2.3.2 / 706-2.3.3(A): FURNISHED & INSTALLED	$6.00 / EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15 / DAYS
IV.38	REMOVAL OF EXISTING THERMOPLASTIC MARKING	
	EQUIPMENT, MATERIAL AND LABOR NECESSARY TO REMOVE, PICK UP AND DISPOSE OF THERMOPLASTIC MARKING	
	0 - 1000 LF	$4.00 / LF

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
	1001 - 5000 LF	$3.00	/ LF
	5001 - 10,000 LF	$2.50	/ LF
	OVER 10,001 LF	$2.00	/ LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.39	MANHOLE ADJUSTMENT ADJUSTMENT RINGS - SEE SPEC		
	1 - 5 UNITS	$190.00	/ PER UNIT
	6 - 10 UNITS	$190.00	/ PER UNIT
	OVER 10 UNITS	$190.00	/ PER UNIT
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.40	FDOT MANHOLE ADJUSTMENT SEE SPEC		
	1 - 5 UNITS	$2,500.00	/ PER UNIT
	6 - 10 UNITS	$2,500.00	/ PER UNIT
	OVER 10 UNITS	$2,500.00	/ PER UNIT
	MOBILIZATION	$5,000.00	/ EA

	Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
MAINTENANCE OF TRAFFIC FDOT STANDARDS 1 LANE	$2,500.00	/ PER DAY
MAINTENANCE OF TRAFFIC FDOT STANDARDS 2 LANE	$3,000.00	/ PER DAY
DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.41 FDOT MANHOLE FURNISH AND INSTALL FRAME AND COVER MAX DEPTH 1' 6" SEE SPEC		
1 - 5 UNITS	$3,500.00	/ PER UNIT
6 - 10 UNITS	$3,500.00	/ PER UNIT
OVER 10 UNITS	$3,500.00	/ PER UNIT
MOBILIZATION	$5,000.00	/ EA
MAINTENANCE OF TRAFFIC FDOT STANDARDS 1 LANE	$2,500.00	/ PER DAY
MAINTENANCE OF TRAFFIC FDOT STANDARDS 2 LANE	$3,000.00	/ PER DAY
DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
IV.42	FDOT VALVE BOX ADJUSTMENT - SEE SPEC		
	1 - 5 UNITS	$500.00	/ PER UNIT
	6 - 10 UNITS	$500.00	/ PER UNIT
	OVER 10 UNITS	$500.00	/ PER UNIT
	MOBILIZATION	$5,000.00	/ EA
	MAINTENANCE OF TRAFFIC FDOT STANDARDS 1 LANE	$2,500.00	/ PER DAY
	MAINTENANCE OF TRAFFIC FDOT STANDARDS 2 LANE	$3,000.00	/ PER DAY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.43	WATER VALVE ADJUSTMENT - SEE SPEC		
	1 - 5 UNITS	$100.00	/ PER UNIT
	6 - 10 UNITS	$100.00	/ PER UNIT
	OVER 10 UNITS	$100.00	/ PER UNIT
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
IV.44	MOBILIZATION (Cost per Release Order) - Preparatory work and operations in mobilizing startup of project, including, but not limited to, operations necessary for the movement of personnel, equipment, supplies and inclidentals to the project site, and for the establishment of temporary sanitary and other facilities. - SEE SPEC		
	ZONE I	$2,500.00	/ LUMP SUM
	ZONE 2	$2,500.00	/LUMP SUM
	ZONE 3	$2,500.00	/LUMP SUM
	ZONE 4A	$2,500.00	/LUMP SUM
	ZONE 4B	$2,500.00	/LUMP SUM
	ZONE 5	$2,500.00	/LUMP SUM
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
IV.45	INDUCTIVE LOOP DETECTORS - FDOT Section 660		
	TYPE "A"	$2,200.00	/ EACH
	TYPE "F" 6' x 20'	$2,600.00	/ EACH
	TYPE "F" 6' x 40'	$2,600.00	/ EACH
	LEAD RUNS	$3,200.00	/LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		15	/ DAYS
IV.46	MAINTENANCE OF TRAFFIC - SEE SPEC		
	Crew Complete (includes truck, foreman, two flaggers)	$2,500.00	/ DAY

	Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL	
Flag Personnel (includes two flaggers only)	$800.00 / DAY
Additional Flag Personnel (one flagger only)	$75.00 / HOUR
Temporary Signal Detection	$500.00 / DAY
Law Enforcement Personnel	$160.00 / HOUR

	Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES		
V.1 REMOVE STORM DRAIN - 12" TO 18" DIAMETER		
0 - 100 LF	$57.00	/ PER LF
101 - 250 LF	$57.00	/ PER LF
251 - 500 LF	$57.00	/ PER LF
OVER 500 LF	$57.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.2 REMOVE STORM DRAIN - 24" TO 48" DIAMETER		
0 - 100 LF	$95.00	/ PER LF
101 - 250 LF	$95.00	/ PER LF
251 - 500 LF	$95.00	/ PER LF
OVER 500 LF	$95.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.3 REMOVE STORM DRAIN - OVER 48" DIAMETER		
0 - 100 LF	$152.00	/ PER LF
101 - 250 LF	$152.00	/ PER LF
251 - 500 LF	$152.00	/ PER LF
OVER 500 LF	$152.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.4 REMOVE MITERED END	$1,000.00	/ EACH
V.5 REMOVE HEADWALL	$1,000.00	/ EACH
V.6 FURNISH & INSTALL H.D.P.E. PIPE 10"		
WELLPOINTS (LUMP SUM)	$500.00	/ PER DAY
	$2,600.00	/ PER WEEK

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
TO 4' DEPTH	0 - 100 LF	$70.00	/ PER LF
	101 - 250 LF	$68.00	/ PER LF
	251 - 500 LF	$57.00	/ PER LF
	OVER 500 LF	$57.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$70.00	/ PER LF
	101 - 250 LF	$68.00	/ PER LF
	251 - 500 LF	$57.00	/ PER LF
	OVER 500 LF	$57.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$70.00	/ PER LF
	101 - 250 LF	$68.00	/ PER LF
	251 - 500 LF	$57.00	/ PER LF
	OVER 500 LF	$57.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$70.00	/ PER LF
	101 - 250 LF	$68.00	/ PER LF
	251 - 500 LF	$57.00	/ PER LF
	OVER 500 LF	$57.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.7 FURNISH & INSTALL H.D.P.E. PIPE 12"			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$70.00	/ PER LF
	101 - 250 LF	$68.00	/ PER LF
	251 - 500 LF	$57.00	/ PER LF
	OVER 500 LF	$57.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES		
4' - 6' DEPTH	0 - 100 LF	$70.00 / PER LF
	101 - 250 LF	$68.00 / PER LF
	251 - 500 LF	$57.00 / PER LF
	OVER 500 LF	$57.00 / PER LF
6' - 8' DEPTH	0 - 100 LF	$70.00 / PER LF
	101 - 250 LF	$68.00 / PER LF
	251 - 500 LF	$57.00 / PER LF
	OVER 500 LF	$57.00 / PER LF
8' - 10' DEPTH	0 - 100 LF	$70.00 / PER LF
	101 - 250 LF	$68.00 / PER LF
	251 - 500 LF	$57.00 / PER LF
	OVER 500 LF	$57.00 / PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20 / DAYS
V.8 FURNISH & INSTALL H.D.P.E. PIPE 15"		
WELLPOINTS (LUMP SUM)		$500.00 / PER DAY
		$2,600.00 / PER WEEK
TO 4' DEPTH	0 - 100 LF	$70.00 / PER LF
	101 - 250 LF	$68.00 / PER LF
	251 - 500 LF	$57.00 / PER LF
	OVER 500 LF	$57.00 / PER LF
4' - 6' DEPTH	0 - 100 LF	$70.00 / PER LF
	101 - 250 LF	$68.00 / PER LF
	251 - 500 LF	$57.00 / PER LF
	OVER 500 LF	$57.00 / PER LF

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
6' - 8' DEPTH	0 - 100 LF	$70.00	/ PER LF
	101 - 250 LF	$68.00	/ PER LF
	251 - 500 LF	$57.00	/ PER LF
	OVER 500 LF	$57.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$70.00	/ PER LF
	101 - 250 LF	$68.00	/ PER LF
	251 - 500 LF	$57.00	/ PER LF
	OVER 500 LF	$57.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.9 FURNISH & INSTALL H.D.P.E. PIPE 18"			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$76.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$68.00	/ PER LF
	OVER 500 LF	$68.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$76.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$68.00	/ PER LF
	OVER 500 LF	$68.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$76.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$68.00	/ PER LF
	OVER 500 LF	$68.00	/ PER LF

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
8' - 10' DEPTH	0 - 100 LF	$76.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$68.00	/ PER LF
	OVER 500 LF	$68.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.10 FURNISH & INSTALL H.D.P.E. PIPE 24"			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$95.00	/ PER LF
	101 - 250 LF	$89.00	/ PER LF
	251 - 500 LF	$83.00	/ PER LF
	OVER 500 LF	$78.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$95.00	/ PER LF
	101 - 250 LF	$89.00	/ PER LF
	251 - 500 LF	$83.00	/ PER LF
	OVER 500 LF	$78.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$95.00	/ PER LF
	101 - 250 LF	$89.00	/ PER LF
	251 - 500 LF	$83.00	/ PER LF
	OVER 500 LF	$78.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$95.00	/ PER LF
	101 - 250 LF	$89.00	/ PER LF
	251 - 500 LF	$83.00	/ PER LF
	OVER 500 LF	$78.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.11 FURNISH & INSTALL H.D.P.E. PIPE 30"			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$152.00	/ PER LF
	101 - 250 LF	$140.00	/ PER LF
	251 - 500 LF	$128.00	/ PER LF
	OVER 500 LF	$128.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$152.00	/ PER LF
	101 - 250 LF	$140.00	/ PER LF
	251 - 500 LF	$128.00	/ PER LF
	OVER 500 LF	$128.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$152.00	/ PER LF
	101 - 250 LF	$140.00	/ PER LF
	251 - 500 LF	$128.00	/ PER LF
	OVER 500 LF	$128.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$152.00	/ PER LF
	101 - 250 LF	$140.00	/ PER LF
	251 - 500 LF	$128.00	/ PER LF
	OVER 500 LF	$128.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.12 FURNISH & INSTALL H.D.P.E. PIPE 36"			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
TO 4' DEPTH	0 - 100 LF	$165.00	/ PER LF
	101 - 250 LF	$152.00	/ PER LF
	251 - 500 LF	$140.00	/ PER LF
	OVER 500 LF	$140.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$165.00	/ PER LF
	101 - 250 LF	$152.00	/ PER LF
	251 - 500 LF	$140.00	/ PER LF
	OVER 500 LF	$140.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$165.00	/ PER LF
	101 - 250 LF	$152.00	/ PER LF
	251 - 500 LF	$140.00	/ PER LF
	OVER 500 LF	$140.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$165.00	/ PER LF
	101 - 250 LF	$152.00	/ PER LF
	251 - 500 LF	$140.00	/ PER LF
	OVER 500 LF	$140.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.13 FURNISH & INSTALL H.D.P.E. PIPE 42"			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$230.00	/ PER LF
	101 - 250 LF	$215.00	/ PER LF
	251 - 500 LF	$200.00	/ PER LF
	OVER 500 LF	$200.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES		
4' - 6' DEPTH	0 - 100 LF	$230.00 / PER LF
	101 - 250 LF	$215.00 / PER LF
	251 - 500 LF	$200.00 / PER LF
	OVER 500 LF	$200.00 / PER LF
6' - 8' DEPTH	0 - 100 LF	$230.00 / PER LF
	101 - 250 LF	$215.00 / PER LF
	251 - 500 LF	$200.00 / PER LF
	OVER 500 LF	$200.00 / PER LF
8' - 10' DEPTH	0 - 100 LF	$230.00 / PER LF
	101 - 250 LF	$215.00 / PER LF
	251 - 500 LF	$200.00 / PER LF
	OVER 500 LF	$200.00 / PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20 / DAYS
V.14 FURNISH & INSTALL H.D.P.E. PIPE 48"		
WELLPOINTS (LUMP SUM)		$500.00 / PER DAY
		$2,600.00 / PER WEEK
TO 4' DEPTH	0 - 100 LF	$255.00 / PER LF
	101 - 250 LF	$242.00 / PER LF
	251 - 500 LF	$230.00 / PER LF
	OVER 500 LF	$230.00 / PER LF
4' - 6' DEPTH	0 - 100 LF	$255.00 / PER LF
	101 - 250 LF	$242.00 / PER LF
	251 - 500 LF	$230.00 / PER LF
	OVER 500 LF	$230.00 / PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
6' - 8' DEPTH	0 - 100 LF	$255.00	/ PER LF
	101 - 250 LF	$242.00	/ PER LF
	251 - 500 LF	$230.00	/ PER LF
	OVER 500 LF	$230.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$255.00	/ PER LF
	101 - 250 LF	$242.00	/ PER LF
	251 - 500 LF	$230.00	/ PER LF
	OVER 500 LF	$230.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.15 FURNISH & INSTALL H.D.P.E. PIPE 54"			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$255.00	/ PER LF
	101 - 250 LF	$242.00	/ PER LF
	251 - 500 LF	$230.00	/ PER LF
	OVER 500 LF	$230.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$255.00	/ PER LF
	101 - 250 LF	$242.00	/ PER LF
	251 - 500 LF	$230.00	/ PER LF
	OVER 500 LF	$230.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$255.00	/ PER LF
	101 - 250 LF	$242.00	/ PER LF
	251 - 500 LF	$230.00	/ PER LF
	OVER 500 LF	$230.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
8' - 10' DEPTH	0 - 100 LF	$255.00	/ PER LF
	101 - 250 LF	$242.00	/ PER LF
	251 - 500 LF	$230.00	/ PER LF
	OVER 500 LF	$230.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.16 FURNISH & INSTALL H.D.P.E. PIPE 60"			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$255.00	/ PER LF
	101 - 250 LF	$242.00	/ PER LF
	251 - 500 LF	$230.00	/ PER LF
	OVER 500 LF	$230.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$255.00	/ PER LF
	101 - 250 LF	$242.00	/ PER LF
	251 - 500 LF	$230.00	/ PER LF
	OVER 500 LF	$230.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$255.00	/ PER LF
	101 - 250 LF	$242.00	/ PER LF
	251 - 500 LF	$230.00	/ PER LF
	OVER 500 LF	$230.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$255.00	/ PER LF
	101 - 250 LF	$242.00	/ PER LF
	251 - 500 LF	$230.00	/ PER LF
	OVER 500 LF	$230.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.17 FURNISH & INSTALL CONCRETE STORM DRAIN - 15" DIAMETER			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$115.00	/ PER LF
	101 - 250 LF	$110.00	/ PER LF
	251 - 500 LF	$105.00	/ PER LF
	OVER 500 LF	$105.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$115.00	/ PER LF
	101 - 250 LF	$110.00	/ PER LF
	251 - 500 LF	$105.00	/ PER LF
	OVER 500 LF	$105.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$115.00	/ PER LF
	101 - 250 LF	$110.00	/ PER LF
	251 - 500 LF	$105.00	/ PER LF
	OVER 500 LF	$105.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$115.00	/ PER LF
	101 - 250 LF	$110.00	/ PER LF
	251 - 500 LF	$105.00	/ PER LF
	OVER 500 LF	$105.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.18 FURNISH & INSTALL CONCRETE STORM DRAIN - 18" DIAMETER			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
TO 4' DEPTH	0 - 100 LF	$152.00	/ PER LF
	101 - 250 LF	$145.00	/ PER LF
	251 - 500 LF	$138.00	/ PER LF
	OVER 500 LF	$131.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$152.00	/ PER LF
	101 - 250 LF	$145.00	/ PER LF
	251 - 500 LF	$138.00	/ PER LF
	OVER 500 LF	$131.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$152.00	/ PER LF
	101 - 250 LF	$145.00	/ PER LF
	251 - 500 LF	$138.00	/ PER LF
	OVER 500 LF	$131.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$152.00	/ PER LF
	101 - 250 LF	$145.00	/ PER LF
	251 - 500 LF	$138.00	/ PER LF
	OVER 500 LF	$131.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.19 FURNISH & INSTALL CONCRETE STORM DRAIN - 24" DIAMETER			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$230.00	/ PER LF
	101 - 250 LF	$220.00	/ PER LF
	251 - 500 LF	$210.00	/ PER LF
	OVER 500 LF	$210.00	/ PER LF
	0 - 100 LF	$230.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
4' - 6' DEPTH	101 - 250 LF	$220.00	/ PER LF
	251 - 500 LF	$210.00	/ PER LF
	OVER 500 LF	$210.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$230.00	/ PER LF
	101 - 250 LF	$220.00	/ PER LF
	251 - 500 LF	$210.00	/ PER LF
	OVER 500 LF	$210.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$230.00	/ PER LF
	101 - 250 LF	$220.00	/ PER LF
	251 - 500 LF	$210.00	/ PER LF
	OVER 500 LF	$210.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.20 FURNISH & INSTALL CONCRETE STORM DRAIN - 30" DIAMETER			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$355.00	/ PER LF
	101 - 250 LF	$350.00	/ PER LF
	251 - 500 LF	$345.00	/ PER LF
	OVER 500 LF	$345.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$355.00	/ PER LF
	101 - 250 LF	$350.00	/ PER LF
	251 - 500 LF	$345.00	/ PER LF
	OVER 500 LF	$345.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$355.00	/ PER LF
	101 - 250 LF	$350.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
6' - 8' DEPTH	251 - 500 LF	$345.00	/ PER LF
	OVER 500 LF	$345.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$355.00	/ PER LF
	101 - 250 LF	$350.00	/ PER LF
	251 - 500 LF	$345.00	/ PER LF
	OVER 500 LF	$345.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.21 FURNISH & INSTALL CONCRETE STORM DRAIN - 36" DIAMETER EQUIVALENT			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$445.00	/ PER LF
	101 - 250 LF	$435.00	/ PER LF
	251 - 500 LF	$425.00	/ PER LF
	OVER 500 LF	$425.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$445.00	/ PER LF
	101 - 250 LF	$435.00	/ PER LF
	251 - 500 LF	$425.00	/ PER LF
	OVER 500 LF	$425.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$445.00	/ PER LF
	101 - 250 LF	$435.00	/ PER LF
	251 - 500 LF	$425.00	/ PER LF
	OVER 500 LF	$425.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$445.00	/ PER LF
	101 - 250 LF	$435.00	/ PER LF
	251 - 500 LF	$425.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
	OVER 500 LF	$425.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.22 FURNISH & INSTALL CONCRETE STORM DRAIN - 42" DIAMETER OR EQUIVAL			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$685.00	/ PER LF
	101 - 250 LF	$675.00	/ PER LF
	251 - 500 LF	$665.00	/ PER LF
	OVER 500 LF	$665.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$685.00	/ PER LF
	101 - 250 LF	$675.00	/ PER LF
	251 - 500 LF	$665.00	/ PER LF
	OVER 500 LF	$665.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$685.00	/ PER LF
	101 - 250 LF	$675.00	/ PER LF
	251 - 500 LF	$665.00	/ PER LF
	OVER 500 LF	$665.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$685.00	/ PER LF
	101 - 250 LF	$675.00	/ PER LF
	251 - 500 LF	$665.00	/ PER LF
	OVER 500 LF	$665.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.23 FURNISH & INSTALL CONCRETE STORM DRAIN - 48" DIAMETER OR EQUIVAL			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
TO 4' DEPTH	0 - 100 LF	$825.00	/ PER LF
	101 - 250 LF	$815.00	/ PER LF
	251 - 500 LF	$805.00	/ PER LF
	OVER 500 LF	$805.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$825.00	/ PER LF
	101 - 250 LF	$815.00	/ PER LF
	251 - 500 LF	$805.00	/ PER LF
	OVER 500 LF	$805.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$825.00	/ PER LF
	101 - 250 LF	$815.00	/ PER LF
	251 - 500 LF	$805.00	/ PER LF
	OVER 500 LF	$805.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$825.00	/ PER LF
	101 - 250 LF	$815.00	/ PER LF
	251 - 500 LF	$805.00	/ PER LF
	OVER 500 LF	$805.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.24 FURNISH & INSTALL CONCRETE STORM DRAIN - 54" DIAMETER OR EQUIVAL			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$1,025.00	/ PER LF
	101 - 250 LF	$1,010.00	/ PER LF
	251 - 500 LF	$1,000.00	/ PER LF
	OVER 500 LF	$1,000.00	/ PER LF
	0 - 100 LF	$1,025.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
4' - 6' DEPTH	101 - 250 LF	$1,010.00	/ PER LF
	251 - 500 LF	$1,000.00	/ PER LF
	OVER 500 LF	$1,000.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$1,025.00	/ PER LF
	101 - 250 LF	$1,010.00	/ PER LF
	251 - 500 LF	$1,000.00	/ PER LF
	OVER 500 LF	$1,000.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$1,025.00	/ PER LF
	101 - 250 LF	$1,010.00	/ PER LF
	251 - 500 LF	$1,000.00	/ PER LF
	OVER 500 LF	$1,000.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.25 FURNISH & INSTALL CONCRETE STORM DRAIN - 60" DIAMETER OR EQUIVAL			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
6' - 8' DEPTH	0 - 100 LF	$1,260.00	/ PER LF
	101 - 250 LF	$1,200.00	/ PER LF
	251 - 500 LF	$1,140.00	/ PER LF
	OVER 500 LF	$1,140.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$1,260.00	/ PER LF
	101 - 250 LF	$1,200.00	/ PER LF
	251 - 500 LF	$1,140.00	/ PER LF
	OVER 500 LF	$1,140.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.26 FURNISH & INSTALL CONCRETE STORM DRAIN - 66" DIAMETERM OR EQUIV			

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WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
6' - 8' DEPTH	0 - 100 LF	$1,800.00	/ PER LF
	101 - 250 LF	$1,700.00	/ PER LF
	251 - 500 LF	$1,650.00	/ PER LF
	OVER 500 LF	$1,650.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$1,800.00	/ PER LF
	101 - 250 LF	$1,700.00	/ PER LF
	251 - 500 LF	$1,650.00	/ PER LF
	OVER 500 LF	$1,650.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.27 FURNISH & INSTALL CONCRETE STORM DRAIN - 72" DIAMETER OR EQUIVAL			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
6' - 8' DEPTH	0 - 100 LF	$2,250.00	/ PER LF
	101 - 250 LF	$2,200.00	/ PER LF
	251 - 500 LF	$1,150.00	/ PER LF
	OVER 500 LF	$1,150.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$2,250.00	/ PER LF
	101 - 250 LF	$2,200.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
	251 - 500 LF	$1,150.00	/ PER LF
	OVER 500 LF	$1,150.00	/ PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.28	FURNISH & INSTALL CONCRETE STORM DRAIN 15" MITERED END	$2,530.00	/ PER EACH
V.29	FURNISH & INSTALL CONCRETE STORM DRAIN 18" MITERED END	$2,530.00	/ PER EACH
V.30	FURNISH & INSTALL CONCRETE STORM DRAIN 24" MITERED END	$3,100.00	/ PER EACH
V.31	FURNISH & INSTALL CONCRETE STORM DRAIN 30" MITERED END	$3,350.00	/ PER EACH
	GRATING FOR MITERED END SECTION	$2,530.00	/ PER EACH
V.32	FURNISH & INSTALL CONCRETE STORM DRAIN 36" OR EQUIV MITERED END	$5,250.00	/ PER EACH
	GRATING FOR MITERED END SECTION	$2,530.00	/ PER EACH
V.33	FURNISH & INSTALL CONCRETE STORM DRAIN 42" OR EQUIV MITERED END	$6,150.00	/ PER EACH
	GRATING FOR MITERED END SECTION	$2,750.00	/ PER EACH
V.34	FURNISH & INSTALL CONCRETE STORM DRAIN 48" OR EQUIV MITERED END	$7,400.00	/ PER EACH
	GRATING FOR MITERED END SECTION	$2,850.00	/ PER EACH
V.35	FURNISH & INSTALL CONCRETE STORM DRAIN 54" OR EQUIV MITERED END	$13,300.00	/ PER EACH
	GRATING FOR MITERED END SECTION	$3,600.00	/ PER EACH
V.36	FURNISH & INSTALL CONCRETE STORM DRAIN 60" OR EQUIV MITERED END		/ PER EACH
	GRATING FOR MITERED END SECTION	$21,000.00	/ PER EACH
V.37	FURNISH & INSTALL CONCRETE STORM DRAIN 66" OR EQUIV MITERED END		/ PER EACH

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
	GRATING FOR MITERED END SECTION	$22,000.00	/ PER EACH
V.38	ALTERNATE MANHOLE ADJUSTMENT - Specification: Adjust manhole lid. Backfill with Type III Asphaltic Concrete. Heat, scarify and rework existing Asphaltic Concrete bordering cut and blend with new material. Composite mix to be shaped and compacted.		
	1 - 5 UNITS	$2,300.00	/ PER UNIT
	6 - 10 UNITS	$2,200.00	/ PER UNIT
	OVER 10 UNITS	$2,150.00	/ PER UNIT
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.39	MANHOLE AND WATER VALVE ADJUSTMENT AS A PART OF BASE RECONSTRUCTION		
	MANHOLE ADJUSTMENT	$1,500.00	/ EACH
	WATER VALVE ADJUSTMENT	$1,500.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.40	CONSTRUCT CONCRETE BLOCK CATCH BASIN 4'0"x5'4" - Specification: Manatee County 202.1		
	TO 4' HEIGHT	$7,600.00	/ EACH
	4.1' TO 6' HEIGHT	$8,800.00	/ EACH
	6'1' TO 8' HEIGHT	$10,400.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.41	CONSTRUCT CONCRETE BLOCK CATCH BASIN 5'4"x5'4" - Specification: Manatee County 202.1		
	TO 4' HEIGHT	$8,500.00	/ EACH

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	4.1' TO 6' HEIGHT	$9,500.00	/ EACH
	6'1' TO 8' HEIGHT	$11,000.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.42	CONSTRUCT CONCRETE BLOCK CATCH BASIN 6'4"x5'4" - Specification: Manatee County 202.1		
	TO 4' HEIGHT	$8,800.00	/ EACH
	4.1' TO 6' HEIGHT	$10,000.00	/ EACH
	6'1' TO 8' HEIGHT	$11,800.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.43	CONSTRUCT P-5 CURB INLET - Spec: FDOT Section 425		
	CONSTRUCT P-5 CURB INLET	$10,000.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.44	CONSTRUCT J-5 CURB INLET - Spec: FDOT Section 425		
	CONSTRUCT J-5 CURB INLET	$10,000.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.45	CONSTRUCT J-6 CURB INLET - Spec: FDOT Section 425		
	CONSTRUCT J-6 CURB INLET	$10,500.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.46	CONSTRUCT TYPE 5 CURB INLET LID		
	CONSTRUCT TYPE 5 CURB INLET LID	$5,500.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES				
V.47	CONSTRUCT TYPE 6 CURB INLET LID			
	CONSTRUCT TYPE 6 CURB INLET LID		$6,500.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.48	CONSTRUCT P-6 CURB INLET			
	CONSTRUCT P-6 CURB INLET		$8,800.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.49	FURNISH & INSTALL 6" UNDERDRAIN (PIPE, SOCK, AGGREGATE) - Specification: Manatee County 204			
	0 - 100 LF		$86.00	/ LF
	100 - 500 LF		$73.00	/ LF
	500 - 1,000 LF		$63.00	/ LF
	OVER 1,000 LF		$58.00	/ LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.50	TIE UNDERDRAIN INTO EXISTING BOX		$1,000.00	/ EACH
V.51	FURNISH & INSTALL 6" UNDERDRAIN CLEAN-OUT WITH CONCRETE PAD		$780.00	/ EACH
V.52	INSTALL CONCRETE COLLAR			
	15" PIPE OR EQUIVALENT	0 - 4' DEPTH	$1,000.00	/ PER EACH
		4' - 8' DEPTH	$1,125.00	/ PER EACH
	18" PIPE OR EQUIVALENT	0 - 4' DEPTH	$1,000.00	/ PER EACH
		4' - 8' DEPTH	$1,125.00	/ PER EACH
	24" PIPE OR EQUIVALENT	0 - 4' DEPTH	$1,300.00	/ PER EACH
		4' - 8' DEPTH	$1,250.00	/ PER EACH
	30" PIPE OR EQUIVALENT	0 - 4' DEPTH	$2,500.00	/ PER EACH
		4' - 8' DEPTH	$2,800.00	/ PER EACH
		0 - 4' DEPTH	$2,500.00	/ PER EACH

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
36" PIPE OR EQUIVALENT	4' - 8' DEPTH	$2,800.00	/ PER EACH
	8' - 10' DEPTH	$3,100.00	/ PER EACH
42" PIPE OR EQUIVALENT	0 - 4' DEPTH	$3,200.00	/ PER EACH
	4' - 8' DEPTH	$3,400.00	/ PER EACH
	8' - 10' DEPTH	$4,000.00	/ PER EACH
48" PIPE OR EQUIVALENT	0 - 4' DEPTH	$3,500.00	/ PER EACH
	4' - 8' DEPTH	$4,000.00	/ PER EACH
	8' - 10' DEPTH	$4,300.00	/ PER EACH
54" PIPE OR EQUIVALENT	0 - 4' DEPTH	$5,700.00	/ PER EACH
	4' - 8' DEPTH	$5,900.00	/ PER EACH
	8' - 10' DEPTH	$7,000.00	/ PER EACH
60" PIPE OR EQUIVALENT	0 - 4' DEPTH	$5,900.00	/ PER EACH
	4' - 8' DEPTH	$6,300.00	/ PER EACH
	8' - 10' DEPTH	$6,800.00	/ PER EACH
66" PIPE OR EQUIVALENT	0 - 4' DEPTH	$10,000.00	/ PER EACH
	4' - 8' DEPTH	$10,400.00	/ PER EACH
	8' - 10' DEPTH	$10,700.00	/ PER EACH
72" PIPE OR EQUIVALENT	0 - 4' DEPTH	$12,000.00	/ PER EACH
	4' - 8' DEPTH	$12,700.00	/ PER EACH
	8' - 10' DEPTH	$13,300.00	/ PER EACH
84" PIPE OR EQUIVALENT	0 - 4' DEPTH	$11,600.00	/ PER EACH
	4' - 8' DEPTH	$12,700.00	/ PER EACH
	8' - 10' DEPTH	$13,300.00	/ PER EACH

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.53 REMOVE CONCRETE COLLAR			
15" PIPE OR EQUIVALENT	0 - 4' DEPTH	$2,350.00	/ PER EACH
	4' - 8' DEPTH	$2,350.00	/ PER EACH
18" PIPE OR EQUIVALENT	0 - 4' DEPTH	$2,350.00	/ PER EACH
	4' - 8' DEPTH	$2,350.00	/ PER EACH
24" PIPE OR EQUIVALENT	0 - 4' DEPTH	$2,350.00	/ PER EACH
	4' - 8' DEPTH	$2,350.00	/ PER EACH
30" PIPE OR EQUIVALENT	0 - 4' DEPTH	$2,800.00	/ PER EACH
	4' - 8' DEPTH	$2,800.00	/ PER EACH
36" PIPE OR EQUIVALENT	0 - 4' DEPTH	$2,800.00	/ PER EACH
	4' - 8' DEPTH	$2,800.00	/ PER EACH
	8' - 10' DEPTH	$2,800.00	/ PER EACH
42" PIPE OR EQUIVALENT	0 - 4' DEPTH	$3,900.00	/ PER EACH
	4' - 8' DEPTH	$3,900.00	/ PER EACH
	8' - 10' DEPTH	$3,900.00	/ PER EACH
48" PIPE OR EQUIVALENT	0 - 4' DEPTH	$3,900.00	/ PER EACH
	4' - 8' DEPTH	$3,900.00	/ PER EACH
	8' - 10' DEPTH	$3,900.00	/ PER EACH
	0 - 4' DEPTH	$3,900.00	/ PER EACH

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
54" PIPE OR EQUIVALENT	4' - 8' DEPTH	$3,900.00	/ PER EACH
	8' - 10' DEPTH	$3,900.00	/ PER EACH
60" PIPE OR EQUIVALENT	0 - 4' DEPTH	$4,600.00	/ PER EACH
	4' - 8' DEPTH	$4,600.00	/ PER EACH
	8' - 10' DEPTH	$4,600.00	/ PER EACH
66" PIPE OR EQUIVALENT	0 - 4' DEPTH	$4,600.00	/ PER EACH
	4' - 8' DEPTH	$4,600.00	/ PER EACH
	8' - 10' DEPTH	$4,600.00	/ PER EACH
72" PIPE OR EQUIVALENT	0 - 4' DEPTH	$5,200.00	/ PER EACH
	4' - 8' DEPTH	$5,200.00	/ PER EACH
	8' - 10' DEPTH	$5,200.00	/ PER EACH
84" PIPE OR EQUIVALENT	0 - 4' DEPTH	$5,200.00	/ PER EACH
	4' - 8' DEPTH	$5,200.00	/ PER EACH
	8' - 10' DEPTH	$5,200.00	/ PER EACH
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.54 REMOVE BOX INLET			
UNDER 40" BOX		$2,100.00	/ PER EACH
40" X 48" BOX		$2,400.00	/ PER EACH
64" X 64" BOX		$3,000.00	/ PER EACH
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.55 REMOVE CONCRETE DRAINAGE STRUCTURE			

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
REMOVAL OF DRAINAGE STRUCTURE		$2,400.00	/ PER CY
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.56 INLET MODIFICATION (ONE SIDE)			
MODIFY 48" BOX	0 - 4' DEPTH	$5,700.00	/ PER EACH
	4' - 8' DEPTH	$5,700.00	/ PER EACH
	8' - 10' DEPTH	$6,200.00	/ PER EACH
MODIFY 64" BOX	0 - 4' DEPTH	$5,700.00	/ PER EACH
	4' - 8' DEPTH	$5,700.00	/ PER EACH
	8' - 10' DEPTH	$6,200.00	/ PER EACH
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.57 FURNISH AND INSTALL ELLIPTICAL PIPE 12" x 18"			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
T0 4' DEPTH	0 - 100 LF	$185.00	/ PER LF
	101 - 250 LF	$180.00	/ PER LF
	251 - 500 LF	$180.00	/ PER LF
	OVER 500 LF	$180.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$185.00	/ PER LF
	101 - 250 LF	$180.00	/ PER LF
	251 - 500 LF	$180.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
	OVER 500 LF	$180.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$185.00	/ PER LF
	101 - 250 LF	$180.00	/ PER LF
	251 - 500 LF	$180.00	/ PER LF
	OVER 500 LF	$180.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$185.00	/ PER LF
	101 - 250 LF	$180.00	/ PER LF
	251 - 500 LF	$180.00	/ PER LF
	OVER 500 LF	$180.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.58 FURNISH AND INSTALL ELLIPTICAL PIPE 14" X 23"			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
T0 4' DEPTH	0 - 100 LF	$220.00	/ PER LF
	101 - 250 LF	$215.00	/ PER LF
	251 - 500 LF	$215.00	/ PER LF
	OVER 500 LF	$215.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$220.00	/ PER LF
	101 - 250 LF	$215.00	/ PER LF
	251 - 500 LF	$215.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
	OVER 500 LF	$215.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$220.00	/ PER LF
	101 - 250 LF	$215.00	/ PER LF
	251 - 500 LF	$215.00	/ PER LF
	OVER 500 LF	$215.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$220.00	/ PER LF
	101 - 250 LF	$215.00	/ PER LF
	251 - 500 LF	$215.00	/ PER LF
	OVER 500 LF	$215.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.59 FURNISH AND INSTALL ELLIPTICAL PIPE 19" x 30"			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
T0 4' DEPTH	0 - 100 LF	$350.00	/ PER LF
	101 - 250 LF	$340.00	/ PER LF
	251 - 500 LF	$340.00	/ PER LF
	OVER 500 LF	$340.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$350.00	/ PER LF
	101 - 250 LF	$340.00	/ PER LF
	251 - 500 LF	$340.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
	OVER 500 LF	$340.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$350.00	/ PER LF
	101 - 250 LF	$340.00	/ PER LF
	251 - 500 LF	$340.00	/ PER LF
	OVER 500 LF	$340.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$350.00	/ PER LF
	101 - 250 LF	$340.00	/ PER LF
	251 - 500 LF	$340.00	/ PER LF
	OVER 500 LF	$340.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.60 FURNISH AND INSTALL ELLIPTICAL PIPE 24" x 38"			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
T0 4' DEPTH	0 - 100 LF	$510.00	/ PER LF
	101 - 250 LF	$500.00	/ PER LF
	251 - 500 LF	$500.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$510.00	/ PER LF
	101 - 250 LF	$500.00	/ PER LF
	251 - 500 LF	$500.00	/ PER LF
	OVER 500 LF	$500.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$510.00	/ PER LF
	101 - 250 LF	$500.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
6' - 8' DEPTH	251 - 500 LF	$500.00	/ PER LF
	OVER 500 LF	$500.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$510.00	/ PER LF
	101 - 250 LF	$500.00	/ PER LF
	251 - 500 LF	$500.00	/ PER LF
	OVER 500 LF	$500.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.61 FURNISH AND INSTALL ELLIPTICAL PIPE 29" x 45"			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
T0 4' DEPTH	0 - 100 LF	$660.00	/ PER LF
	101 - 250 LF	$650.00	/ PER LF
	251 - 500 LF	$650.00	/ PER LF
	OVER 500 LF	$650.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$660.00	/ PER LF
	101 - 250 LF	$650.00	/ PER LF
	251 - 500 LF	$650.00	/ PER LF
	OVER 500 LF	$650.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$660.00	/ PER LF
	101 - 250 LF	$650.00	/ PER LF
	251 - 500 LF	$650.00	/ PER LF
	OVER 500 LF	$650.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
8' - 10' DEPTH	0 - 100 LF	$660.00	/ PER LF
	101 - 250 LF	$650.00	/ PER LF
	251 - 500 LF	$650.00	/ PER LF
	OVER 500 LF	$650.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.62 FURNISH AND INSTALL ELLIPTICAL PIPE 34" x 53"			
WELLPOINTS (LUMP SUM)		$500.00	/ PER DAY
		$2,600.00	/ PER WEEK
T0 4' DEPTH	0 - 100 LF	$910.00	/ PER LF
	101 - 250 LF	$900.00	/ PER LF
	251 - 500 LF	$900.00	/ PER LF
	OVER 500 LF	$900.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$910.00	/ PER LF
	101 - 250 LF	$900.00	/ PER LF
	251 - 500 LF	$900.00	/ PER LF
	OVER 500 LF	$900.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$910.00	/ PER LF
	101 - 250 LF	$900.00	/ PER LF
	251 - 500 LF	$900.00	/ PER LF
	OVER 500 LF	$900.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$910.00	/ PER LF
	101 - 250 LF	$900.00	/ PER LF
	251 - 500 LF	$900.00	/ PER LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
	OVER 500 LF	$900.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.63	FURNISH & INSTALL CONCRETE STORM DRAIN 12"X 18" MITERED END	$2,800.00	/ PER EACH
V.64	FURNISH & INSTALL CONCRETE STORM DRAIN 14" X 23" MITERED END	$2,800.00	/ PER EACH
V.65	FURNISH & INSTALL CONCRETE STORM DRAIN 19" X 30" MITERED END	$3,500.00	/ PER EACH
V.66	FURNISH & INSTALL CONCRETE STORM DRAIN 24" X 38" MITERED END	$4,700.00	/ PER EACH
V.67	FURNISH & INSTALL CONCRETE STORM DRAIN 29" X 45" MITERED END	$10,800.00	/ PER EACH
V.68	FURNISH & INSTALL CONCRETE STORM DRAIN 34" X 53" MITERED END	$13,000.00	/ PER EACH
	GRATING FOR MITERED END SECTION	$3,200.00	/ PER EACH
V.69	FURNISH & INSTALL RIPRAP - FDOT SPEC 530 (2000)		
	SAND CEMENT	$360.00	/ PER CY
	RIP RAP RUBBLE	$300.00	/ PER TON
	BEDDING STONE	$300.00	/ PER TON
V.70	FURNISH & INSTALL ROTOR SPRINKLER HEAD INCLUDING FITTINGS		
	0-5	$150.00	/ EACH
	6 - 10	$150.00	/ EACH
	OVER 10	$150.00	/ EACH
V.71	FURNISH & INSTALL POP-UP SPRINKLER HEAD INCLUDING FITTINGS		
	0-5	$150.00	/ EACH
	6 - 10	$150.00	/ EACH
	OVER 10	$1,500.00	/ EACH
V.72	FURNISH & INSTALL 3/4" TO 1" IRRIGATION LINE PER MFG. SPECIFICATONS		
	0 - 10 LF	$35.00	/ LF
	11 - 50 LF	$35.00	/ LF
	51 - 100 LF	$35.00	/ LF

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
	OVER 100 LF	$35.00	/ LF
V.73 FURNISH & INSTALL >1" TO 2" IRRIGATION LINE PER MFG. SPECIFICATONS			
	0 - 10 LF	$40.00	/ LF
	11 - 50 LF	$40.00	/ LF
	51 - 100 LF	$40.00	/ LF
	OVER 100 LF	$40.00	/ LF

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SECTION VI - CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS		
VI.1 MIAMI CURB AND GUTTER - Spec: Manatee County 201.1		
0 - 500 LF	$45.00	/ PER LF
501 - 2,000 LF	$42.00	/ PER LF
OVER 2,000 LF	$40.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VI.2 TYPE "F" BARRIER CURB AND GUTTER - Spec: Manatee County 201.2		
0 - 500 LF	$45.00	/ PER LF
501 - 2,000 LF	$42.00	/ PER LF
OVER 2,000 LF	$40.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VI.3 MODIFIED TYPE "F" CURB 201.2		
0 - 500 LF	$45.00	/ PER LF
501 - 2,000 LF	$42.00	/ PER LF
OVER 2,000 LF	$40.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VI.4 TYPE "AB" MEDIAN CURB AND GUTTER - Spec: Manatee County 201.3		
0 - 500 LF	$45.00	/ PER LF

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SECTION VI - CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS		
501 - 2,000 LF	$42.00	/ PER LF
OVER 2,000 LF	$40.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VI.5 FDOT HEADWALLS		
ITEMS INCLUDE REBAR	$2,100.00	/ PER CY
VI.6 TYPE "D" HIGHBACK CURB - Spec. Manatee County 201.4		
0 - 500 LF	$45.00	/ PER LF
501 - 2,000 LF	$42.00	/ PER LF
OVER 2,000 LF	$40.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VI.7 INVERTED CROWN GUTTER -Spec: Manatee County 201.5		
0 - 500 LF	$45.00	/ PER LF
501 - 2,000 LF	$42.00	/ PER LF
OVER 2,000 LF	$40.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VI.8 TYPE "A" VALLEY CROSSING - Spec. Manatee County 201.6		
TYPE "A" VALLEY CROSSING	$70.00	/ PER LF

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SECTION VI - CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS		
MIAMI CURB & GUTTER ON RADIUS	$65.00	/ PER LF
REMOVE NECESSARY PAVEMENT, BASE, CURB & GUTTER TO INSTALL NEW VALLEY CROSSING	$65.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VI.9 TYPE "B-B & C-C" VALLEY CROSSING - Spec: Manatee County 201.6		
TYPE "B" VALLEY CROSSING	$70.00	/ PER LF
MIAMI CURB & GUTTER ON RADIUS	$65.00	/ PER LF
REMOVE NECESSARY PAVEMENT, BASE, CURB & GUTTER TO INSTALL NEW VALLEY CROSSING	$65.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VI.10 CONSTRUCT SIDEWALK / DRIVEWAY		
2,500 PSI RANDOM x 4"	$65.00	/ PER SY
3,000 PSI RANDOM x 4"	$65.00	/ PER SY
2,500 PSI RANDOM x 4" WITH 6 x 6 #10 MESH	$70.00	/ PER SY
3,000 PSI RANDOM x 4" WITH 6 x 6 #10 MESH	$70.00	/ PER SY
2,500 PSI RANDOM x 6"	$75.00	/ PER SY
3,000 PSI RANDOM x 6"	$75.00	/ PER SY
2,500 PSI RANDOM x 6" WITH 6 x 6 #10 MESH	$80.00	/ PER SY
3,000 PSI RANDOM x 6" WITH 6 x 6 #10 MESH	$80.00	/ PER SY
3,000 PSI RANDOM x 5" WITH 2 #5 REBAR	$80.00	/ PER SY

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SECTION VI - CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS		
PREPARATION (GRADING, SHAPE, BASE PREPARATION TO INCLUDE 6" FILL AND/OR EXCAVATION	$18.00	/ PER SY
ADDITIONAL FILL	$40.00	/ PER CY
ADDITIONAL EXCAVATION	$40.00	/ PER CY
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VI.11 MISCELLANEOUS CONCRETE FORMED AND POURED		
3,000 PSI	$950.00	/ PER CY
4,000 PSI	$1,100.00	/ PER CY
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VI.12 REBAR		
ITEMS TO BE USED WITH MISCELLANEOUS	$4.00	/ PER LB
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VI.13 REMOVE CONCRETE SIDEWALK / DRIVEWAY (2500 PSI)		
4" THICKNESS:		
0 - 100 SF	$12.00	/ PER SF
101 - 250 SF	$11.00	/ PER SF
251 - 500 SF	$10.00	/ PER SF
OVER 500 SF	$10.00	/ PER SF

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SECTION VI - CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS	
6" THICKNESS:	
0 - 100 SF	$12.00 / PER SF
101 - 250 SF	$11.00 / PER SF
251 - 500 SF	$10.00 / PER SF
OVER 500 SF	$10.00 / PER SF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20 / DAYS
VI.14 REMOVE CONCRETE CURB & GUTTER	
0 - 100 SF	$26.00 / PER SF
101 - 250 SF	$25.00 / PER SF
251 - 500 SF	$24.00 / PER SF
OVER 500 SF	$24.00 / PER SF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20 / DAYS
VI.15 CONSTRUCT ASPHALT SIDEWALK / DRIVEWAY - Price to include excavation, asphalt material, labor and equipment	
SAND ASPHALT - HOT MIX - 1200#	
4' x 4"	$75.00 / PER LF
5' x 4"	$90.00 / PER LF
6' x 4"	$100.00 / PER LF
8' x 4"	$132.00 / PER LF
4' x 6"	$100.00 / PER LF
5' x 6"	$115.00 / PER LF

	Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION VI - CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS		
6' x 6"	$140.00	/ PER LF
8' x 6"	$180.00	/ PER LF
ASPHALTIC CONCRETE - TYPE III		
4' x 4"	$75.00	/ PER LF
5' x 4"	$90.00	/ PER LF
6' x 4"	$100.00	/ PER LF
8' x 4"	$132.00	/ PER LF
4' x 6"	$100.00	/ PER LF
5' x 6"	$115.00	/ PER LF
6' x 6"	$140.00	/ PER LF
8' x 6"	$180.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	15	/ DAYS
VI.16 PREPARATION FOR CURB & GUTTER (NEW NOT REPLACED)		
PREPARATION +/- 6"	$20.00	/ PER LF
ADDITIONAL FILL	$40.00	/ PER CY
ADDITIONAL EXCAVATION	$40.00	/ PER CY
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VI.17 CONCRETE PUMPING		
CONCRETE PUMPED	$450.00	/ HOUR
CONCRETE PUMPED	$3,200.00	/ DAY
DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS

			Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION VI - CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS			
VI.18	ADA TRUNCATED DOME FURNISHED/INSTALLED		
	Furnish and Install		$60.00 / SQ FT
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20 / DAYS
VI.19	STANDARD MAIL BOX RELOCATE		$350.00 EACH
VI.20	IRRIGATION CAP		$20.00 EACH

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION VII - TRAFFIC CONTROL		
VII.1	FURNISH AND INSTALL AND REMOVE TEMPORARY CONCRETE BARRIER - (JERSEY BARRIER) Spec: FDOT Section 521	
	PRECAST TEMP PROTECTIONTRAFFIC CONTROL	$60.00 / PER FT
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20 / DAYS
VII.2	GUARDRAIL - Spec: FDOT 536-1 - Price Vendor Delivered & Installed per Job Site	
	0 - 250 LF	$60.00 / PER LF
	OVER 251 LF	$60.00 / PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20 / DAYS
VII.3	SHOP - BENT PANELS - Specification: FDOT 536-2 - Price Vendor Delivered and Installed per Job Site	
	0 - 12.5 LF	$250.00 / PER LF
	OVER 12.5 LF	$250.00 / PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20 / DAYS
VII.4	SPECIAL POST (MINIMUM 2 EACH) - Spec: FDOT Section 536-7 - Price Vendor Delivered and Installed per Job Site	
	0 - 4	$450.00 / PER EA
	OVER 4	$450.00 / PER EA
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20 / DAYS
VII.5	TYPE IV ENDS (MIN. 2 EACH) Spec: FDOT 536-8 - Price Vendor Delivered and Installed per Job Site	
	0 - 4	$6,500.00 / PER EA
	OVER 4	$6,500.00 / PER EA

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION VII - TRAFFIC CONTROL		
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20 / DAYS
VII.6	GUARDRAIL POST REPLACEMENT Spec: FDOT 536-83 - Price Vendor Delivered and Installed per Job Site	
	0 - 4	$400.00 / PER EA
	OVER 4	$400.00 / PER EA
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20 / DAYS
VII.7	GUARDRAIL REMOVAL AND DEPOSAL INCLUDING POST	
	0 - 24	$60.00 / PER LF
	OVER 24	$50.00 / PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20 / DAYS
VII.8	EXISTING SIGN REMOVAL AND DISPOSAL INCLUDING POST	
	0 - 5	$500.00 / PER EA
	6 - 10	$400.00 / PER EA
	OVER 10	$300.00 / PER EA
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20 / DAYS

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL
SECTION VIII - FENCING		
FENCING - Includes furnishing all labor, materials, equipment and such miscellaneous items as necessary for complete installation of chain link fence system; fencing to be installed according to manufacturer's specifications, unless otherwise specified. Spec FDOT 550 (2016).		
VIII.1 CHAIN LINK FENCING TYPE A		
4' HEIGHT	0 - 100 LF	$35.00 / PER LF
	101 - 500 LF	$25.00 / PER LF
	OVER 501 LF	$20.00 / PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20 / DAYS
VIII.2 CHAIN LINK FENCING TYPE B		
4' HEIGHT	0 - 100 LF	$35.00 / PER LF
	101 - 500 LF	$25.00 / PER LF
	OVER 501 LF	$23.00 / PER LF
6' HEIGHT	0 - 100 LF	$37.00 / PER LF
	101 - 500 LF	$27.00 / PER LF
	OVER 501 LF	$25.00 / PER LF
8' HEIGHT	0 - 100 LF	$45.00 / PER LF
	101 - 500 LF	$35.00 / PER LF
	OVER 501 LF	$33.00 / PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20 / DAYS
VIII.3 FENCE REMOVAL AND DISPOSAL (WOOD AND CHAIN LINK)		
4' HEIGHT	0 - 100 LF	$30.00 / PER LF
	101 - 500 LF	$15.00 / PER LF
	OVER 501 LF	$15.00 / PER LF

		Superior Asphalt, Inc. P.O. Box 2489 Oneco, FL	
SECTION VIII - FENCING			
FENCING - Includes furnishing all labor, materials, equipment and such miscellaneous items as necessary for complete installation of chain link fence system; fencing to be installed according to manufacturer's specifications, unless otherwise specified. Spec FDOT 550 (2016).			
6' HEIGHT	0 - 100 LF	$30.00	/ PER LF
	101 - 500 LF	$15.00	/ PER LF
	OVER 501 LF	$15.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
VIII.4 GATES			
4' HEIGHT	4' WIDE	$900.00	/ PER EACH
	8' WIDE	$1,300.00	/ PER EACH
	16' WIDE	$1,700.00	/ PER EACH
6' HEIGHT	4' WIDE	$1,000.00	/ PER EACH
	8' WIDE	$1,400.00	/ PER EACH
	16' WIDE	$1,800.00	/ PER EACH
8' HEIGHT	4' WIDE	$1,200.00	/ PER EACH
	8' WIDE	$1,600.00	/ PER EACH
	16' WIDE	$2,000.00	/ PER EACH
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS

ATTACHMENT E, CONFLICT OF INTEREST AFFIDAVIT
IFB No. 24-TA005220CD

STATE OF Florida

COUNTY OF Manatee

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Alan Mulvey, as [INSERT TITLE] Vice President of [INSERT CONSULTANT NAME] Superior Asphalt, Inc., with full authority to bind (hereinafter "CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

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

DATED this 28th day of June, 20 24.

CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this 28th day of June, 20 24, by [NAME] Alan Mulvey, as [TITLE] Vice President of [CONSULTANT] Superior Asphalt, Inc. (He) / She is personally known to me or has produced _____ [TYPE OF IDENTIFICATION] as identification.

Notary Signature
Commission No. _____

LINDA MARINO
Notary Public - State of Florida
Commission # HH 311931
My Comm. Expires Jan 10, 2027
Bonded through National Notary Assn.

Bidder must fully execute and return this form with its Bid.

EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

☒ ***Automobile Liability Insurance Required Limits***

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- $1,000,000 Combined Single Limit; OR
- $ 500,000 Bodily Injury and $500,000 Property Damage
- $10,000 Personal Injury Protection (No Fault)
- $500,000 Hired, Non-Owned Liability
- $10,000 Medical Payments

This policy shall contain severability of interests' provisions.

☒ ***Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)***

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $1,000,000 Single Limit Per Occurrence
- $2,000,000 Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury Liability
- $50,000 Fire Damage Liability
- $10,000 Medical Expense, and
- $1,000,000, Third Party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

This policy shall contain severability of interests' provisions.

☒ ***Employer's Liability Insurance***

Coverage limits of not less than:

- $100,000 Each Accident
- $500,000 Disease Each Employee
- $500,000 Disease Policy Limit

☒ ***Worker's Compensation Insurance***

☐ **US Longshoremen & Harbor Workers Act**
☐ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

☐ **Aircraft Liability Insurance Required Limits**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury with no less than $100,000 per passenger each occurrence or a 'smooth' limit.
- $ General Aggregate.

☐ **Un-Manned Aircraft Liability Insurance (Drone)**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- $ General Aggregate

☐ **Installation Floater Insurance**
When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

☐ Professional Liability and/or Errors and Omissions (E&O) Liability Insurances
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- $ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- $ 2,000,000 General Aggregate

☒ **Builder's Risk Insurance**
When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than $10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

☐ **Cyber Liability Insurance**
Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Security Breach Liability
- $ Security Breach Expense Each Occurrence
- $ Security Breach Expense Aggregate
- $ Replacement or Restoration of Electronic Data
- $ Extortion Threats
- $ Business Income and Extra Expense
- $ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than $25,000.

☐ **Hazardous Materials Insurance (As Noted Below)**
Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government. All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

☐ ***Pollution Liability***
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Asbestos Liability (If handling within scope of Contract)***
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Disposal***
When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

☐ **Hazardous Waste Transportation Insurance**
CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, per accident.

☐ **Liquor Liability Insurance**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper's Liability Insurance**
Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

☐ **Bailee's Customer Liability Insurance**
Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.

☐ **Hull and Watercraft Liability Insurance**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $ Each Occurrence
- $ General Aggregate
- $ Fire Damage Liability
- $10,000 Medical Expense, and
- $ Third Party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

☐ **Other [Specify]**

REQUIRED BONDS

☐ **Bid Bond**
A Bid Bond in the amount of $_____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of $_____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over $200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

☒ **Payment and Performance Bond**
Prior to providing services for a project pursuant to a release order over $100, 000.00, a Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the release order amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over $200,000 requires a Payment and Performance Bond.

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

a. **"Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

   In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.

c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.

b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

   In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

   Manatee County, a Political Subdivision of the State of Florida
   Attn: Risk Management Division
   1112 Manatee Avenue West, Suite 969
   Bradenton, FL 34205

c. The project's solicitation number and title shall be listed on each certificate.

d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.

e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.

f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.

h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working

on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.

j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.

k. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

III. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award**. The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the

construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including **informal** pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. **The** attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award**.

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

Remainder of page intentionally left blank

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/13/2024

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

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

PRODUCER
M.E. Wilson Company LLC
Waldorff Insurance & Bonding
45 Eglin Parkway NE, Suite 202
Fort Walton Beach FL 32548

CONTACT NAME:
PHONE (A/C, No, Ext): 800-342-7621 **FAX (A/C, No):** 850-581-4930
E-MAIL ADDRESS: receptionist@waldorffinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Ins Co	16535
INSURER B : StarStone Specialty Insurance Company	44776
INSURER C : Navigators Specialty Insurance Company	36056
INSURER D : Westfield Specialty Insurance Company	16992
INSURER E :	
INSURER F :	

INSURED SUPE-03
Superior Asphalt, Inc.; Municipal Enterprises USA Limited; MEL USA Property Holder I, LLC
Dexter Construction Company, Florida (Asphalt)
P.O. Box 2489
Oneco FL 34264

COVERAGES **CERTIFICATE NUMBER:** 636360374 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		GLO 3538459-01	3/1/2024	3/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP 3538460-01	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			86209F243ALI	3/1/2024	3/1/2025	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 3538458-01	3/1/2024	3/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D C	Excess Liability Excess Liability Pollution Liability			GA24EXCZ0E01SIC XSL-00014X5-02 CH23ECPZ08PH8IC	3/1/2024 3/1/2024 7/8/2023	3/1/2025 3/1/2025 3/1/2025	Limit Limit Limit	3,000,000 4,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Manatee County, a political subdivision of the State of Florida is additional insured as pertains to General Liability if required by written contract. RE: Agreement No. 24-TA005220CD, Road Building Materials and Services.

CERTIFICATE HOLDER

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
BRADENTON FL 34205

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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SECTION E – TECHNICAL SPECIFICATIONS

The technical specifications provide for the clarification of what standards and specifications are to be utilized in submittal of your bid.

Where referenced the governing standards and specifications are:

FDOT specifications can be found at:
http://www.fdot.gov/programmanagement/implemented/specbooks/default.shtm

Manatee County Specifications (Utility Design Standards, Transportation Design Standards and Storm Water Design Standards) can be found at: http://www.mymanatee.org/departments/public_works/infrastructure_engineering

ASTM, AASHTO, AMRL and CMEC specifications can be found at:
http://www.astm.org/

Florida Building Code can be found at: http://www.floridabuilding.org/

Florida Department of Environmental Regulation can be found:
http://www.dep.state.fl.us/

Florida Department of Natural Resources can be found at: http://myfwc.com/

Environmental Protection Agency can be found at: http://www.epa.gov/

DESCRIPTION OF WORK IN SUPPORT OF REFERENCED FDOT BID ITEMS

All FDOT referenced sections and/or bid items shall follow the specified scope in the current edition unless otherwise specified.

DESCRIPTION OF WORK IN SUPPORT OF NON – REFERENCED FDOT BID ITEMS

All non-referenced FDOT sections and/or bid items shall follow the noted specification designator.

BASIS OF PAYMENT IN SUPPORT OF REFERENCED FDOT BID ITEMS

All FDOT referenced sections and/or bid items will be paid per the appropriate unit of measure noted in the current specifications and on corresponding bid form.

BASIS OF PAYMENT IN SUPPORT OF NON - REFERENCED FDOT BID ITEMS

All bid items silent in the specifications will be paid per the item description and unit of measure noted on the corresponding bid form.

Note: Distance from Successful Bidders Plant to Manatee County Yard shall be based on Manatee County Yard located at 4680 66th ST W @ Cortez Road, Bradenton, Florida. Manatee County Yards are operational from 7:00 AM to 3:00 PM Monday through Friday, except for County holidays.

SECTION E – TECHNICAL SPECIFICATIONS

ZONES

Zones as designated as areas of the County to allow for prices various of the delivery of goods or the provision of services at different locations in a 750 + square mile county. When the bid sheet has a line item that mentions zones, it allows the bidder to use different pricing depending on where the work site is located to account for their costs.

SECTION I -- AGGREGATE

DESCRIPTION OF WORK

The work specified in this section shall reference FDOT specifications and American Society for Testing and Materials (ASTM) requirements as listed on Bid Form with the exception of I.16.

(I.16) CRUSHED CONCRETE BASE

The work specified in the bid item includes Crushed Concrete Base to follow FDOT Standard Specifications 2007 (rev 8-07) except that the Limerock Bearing Ratio (LBR) shall be minimum 150. The layer coefficient of 0.18 with LBR minimum150 is allowed to calculate the base thickness.

Only FDOT certified piles are acceptable to this solicitation. The producing process certified by FDOT without the actual pile certified is not considered solid enough for the acceptance of the material. The Successful Bidder shall provide the County deliver tickets with FDOT certified pile number, pile location, project name and manufactory contact information shown.

Additional tests and pile inspections will be required for the quality control and the Successful Bidder will be responsible for the cost of the initial ten tests and any re-tests when needed. The material will be rejected by the County if the initial test fails. The rejected material shall be completely removed from the project site.

1) Regarding structural number on Crushed Concrete Base, Manatee County to approve SN 0.18 if following criteria is met and maintained:

   A) Limerock Bearing Ratio value of 150 or greater.
   B) Gradation conforms to FDOT Specifications 2007 (rev 8-07).
   C) Deleterious materials conform to FDOT Specifications2007 (rev 8-07)
   D) Delivery ticket indicates FDOT approved source, actual lot allocated to a particular project.
   E) Piles or lots to be inspected by Manatee County representative prior to acceptance.

SECTION E – TECHNICAL SPECIFICATIONS

2) Regarding Limerock Bearing Ratio value:

A) No Limerock Bearing Ratio value less than 150, with no under tolerance.

3) Regarding source approval:

A) FDOT approved source, allocated lot sufficient to serve County needs, delivery tickets stating FDOT approved source, project name, and FDOT preapproved lot or pile number.

4) Regarding deleterious materials:

A) Deleterious material content in addition to the FDOT Specifications2007 (rev 8-07) should state that no construction debris such as Styrofoam insulation, telephone wire, lumber, shingles, aluminum window or door frames etc., or household trash, ie: bottles, cans, paper goods etc. is acceptable.

5) Material source inspection:

A) Prior to acceptance of base product, a representative of Manatee County will visit the Producer's location and obtain a sample of the proposed base for the specified project. In addition to sampling, the pile will be visually inspected for deleterious materials, substantial segregation, or any other undesirable characteristics. The pile shall have a traceable identification by pile number or lot number and an accurate quality assessment.

6) Import and placement of base product:

A) During import of base product, a county inspector or duly designated representative of the county will be onsite monitoring incoming loads, making visual assessments of the product and checking load tickets for verification of materials.

B) After spreading out, prior to compacting, samples of the base product will be obtained by Manatee County approved testing lab, every 500 LF staggering right, left, center of the roadway for Limerock Bearing Ratio, gradation and deleterious material testing.

7) Rejection of materials:

A) Material not meeting above requirements will be subject to rejection and be removed from the project site. Any three (3) concurrent rejections will require immediate shut down of imported material and require review and remedies prior to restart.

SECTION E – TECHNICAL SPECIFICATIONS

8) Compaction of material:

A) In place material shall achieve 98% of AASHTO T-180 compaction.

(I.16) BASIS OF PAYMENT

All bid items specified shall be paid under the ton pay item for Crushed Concrete Base on the Bid Form.

SECTION II - LIQUID ASPHALT

DESCRIPTION OF WORK

The work specified in this section shall reference FDOT Section 300 Prime and Tack Coats.

BASIS OF PAYMENT

All bid items specified shall be paid under the gallon pay item for Liquid Asphalt on the Bid Form.

SECTION III – PAVEMENT BASE CONSTRUCTION

DESCRIPTION OF WORK

The work specified in this section shall reference FDOT specifications, Manatee County Specifications (Utility Design Standards, Transportation Design Standards and Storm Water Design Standards) and specified heavy equipment models as listed on the Bid Form. The following bid items III.4, III.5, III.7, III.8, III.9, III.10, III.11, III.12 reference see specification.

(III.4) EXCAVATION (DIRT REMOVAL)

The work specified in this section includes excavation involving the excavation and utilization or disposal of all materials necessary for the construction of the project.

This includes both roadway and subsoil excavation.

(III.4) BASIS OF PAYMENT

All bid items specified shall be paid under the cubic yard pay items for Excavation (Dirt Removal) and Special Excavation Removal of Deleterious Materials Loading and Hauling on the Bid Form.

SECTION E – TECHNICAL SPECIFICATIONS

(III.5) GRADE AND SHAPE FORESLOPE, BACKSLOPE, & PULLING OF DITCHES

The work specified in this section includes all equipment and labor required to establish new ditches to grade, place, shape, compact both foreslope and backslope as required to insure proper drainage. This item does not include fill material or sod.

(III.5) BASIS OF PAYMENT

The bid item specified shall be paid under the square yard pay item for Grade and Shape Foreslope, Backslope, & Pulling of Ditches on the Bid Form.

(III.7) FILL DIRT PLACING (PLACE, SHAPE AND COMPACT FILL)

The work specified in this section consists of the placing of fill dirt to address transitions in elevations to natural ground.

(III.7) BASIS OF PAYMENT

All bid items specified shall be paid under the cubic yard pay item for Fill Dirt Placing on the Bid Form.

(III.8) DESCRIPTION OF WORK for HYDRO-SEEDING and HYDRO-MULCHING

The work specified in this section includes the furnishing of all labor, equipment and material required to grass by either regular or Hydro-Seeding and Hydro-Mulching shoulders, slopes and other designated areas. This includes all seed, fertilizer, mulch and water required for the slurry mix. Work shall include final preparation of the ground for seeding. Hydro Seeding for grassing on the right-of-way of Manatee County highways. Basic specification for this work is Florida Department of Transportation's Standard Specifications for Road and Bridge Construction - 2007.

WATER (Reference III.12)

The quantity of water ordered at the specific time of its being applied will be paid for separately per thousand gallons actually applied. This in accordance with Paragraph 570-6.6 of the FDOT specifications.

The following water schedule should be planned in case rain does not provide the necessary moisture. One and one-half to two gallons per square yard shall be applied twice weekly for three weeks or until such time as the roots are well established. An example of a wetting agent such as "Aquagro" shall be added. (http://tirmsdev.com/Aquatrols-Corporation-of-America-Inc-AquaGro-2000G-p12080)

FERTILIZER

Must adhere to Manatee County Fertilizer Ordinance 11-21. (Attachment “F”- end of document).

MULCH (part of III.8)

Cellulose fiber - 1000/1300 pounds per acre; soil binder 5 to 40 pounds acre may be added on steep slopes. Soil binder will be paid separately.

SECTION E – TECHNICAL SPECIFICATIONS

GRASS SEED (part of III.8)

Permanent Grass Seed:

1. 40/100 pounds per acre - Pensacola Bahia
2. 10/20 pounds per acre - Bermuda

Starter Grass Seed:

1.	May 1 through October 15	- Millet 40 pounds per acre
2.	April, October 15 to November	- Millet 20 pounds - Rye 20 pounds
3.	November 15 through March 31	- Rye 40 pounds per acre

(III.8) BASIS OF PAYMENT

All bid items specified shall be paid under the square yards pay item for hydro-seeding and hydro-mulching on the Bid Form.

(III.9) (BAHIA), (III.10) (ST. AUGUSTINE), (III.11) (BERMUDA) REFERENCE SODDING (FDOT 2007 edition) AND (III.12) WATER FOR SEEDING, SODDING & TREES

DESCRIPTION OF WORK.

The work specified in this section includes establishing a stand of grass within the specified areas, by furnishing and placing sod, and rolling, fertilizing, watering, and maintaining the sodded areas to ensure a healthy stand of grass.

Materials

Meet the following requirements:

Sod.....981-2 (FDOT 2007)

Construction Methods for (III.9, III.10, III.11 and III.12)

Preparation of Ground: Scarify or loosen the areas requiring sod to a depth of 6 inches. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may authorize the elimination of the ground preparation. Limit preparation to those areas that can be sodded within 72 hours after preparation. Prior to sodding, thoroughly water areas and allow water to percolate into the soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

Placing Sod: Place sod immediately after ground preparation. Do not use sod which has been cut for more than 72 hours. Stack all sod that is not planted within 24 hours after cutting and maintain proper moist condition. Do not sod when weather and soil conditions are unsuitable for proper results. Pre-wet the area prior to placing sod. Do not place sod on eroded or washed out sites. Place the sod on the prepared surface, with edges in close contact, and embed it firmly and smoothly by light tamping with appropriate tools.

SECTION E – TECHNICAL SPECIFICATIONS

Place the sod to the edge of all the paving and shrub areas and 1 inch below adjoining pavement with an even surface and edge. Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge. Roll using a lightweight turf roller. Provide a true and even surface without any displacement of the sod or deformation. Where sodding in drainage ditches, stagger the setting of the sod pieces to avoid a continuous seam along the line of flow. Ensure that the offsets of individual strips do not exceed 6 inches. Tamp the outer pieces of sod to produce a featheredge effect. Peg sod at locations where the sod may slide. Drive pegs through sod blocks into firm earth, at intervals approved by the Engineer. Remove any sod as directed by the County.

(III.12) Watering: Thoroughly water the sod immediately after placing. Do not water in excess of 1 inch per week for establishment.

Maintenance: Maintain the sodded areas in a satisfactory condition until final acceptance of the project. Include in such maintenance the filling, leveling, and repairing of any washed or eroded areas, as may be necessary. The County will pay for resodding necessary due to factors determined **collectively** to be beyond the control of the Successful Bidder. Mow the sodded areas to a height of 6 inches when competing vegetation height exceeds 20 inches in height. Monitor placed sod for growth of pest plants and noxious weeds. If pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod, treat affected areas by means acceptable to the County at no expense to the County.

Method of Measurement (III.9, III.10 and III.11)
The quantities for the referenced items, completed and accepted are:

(1) The area, in square yards, of sodding.

(III.9, III.10, III.11 and III.12) BASIS OF PAYMENT
All bid items specified shall be paid under the square yard pay item except for (III.12) which will be paid under the gallon pay item on the Bid Form.

(III.13) PAVEMENT REMOVAL
The work specified in this section includes all equipment and labor required to excavate, remove and dispose of asphalt surface or base and sub-base.

(III.13) BASIS OF PAYMENT
All bid items specified under (Pavement Removal) shall be paid under square yards pay item noted on the Bid Form.

(III.19) REWORKING AND SHOULDER SODDING ON EXISTING FACILITIES
The work specified in this section includes all equipment, labor and material to repair re-establish or to insure proper drainage along existing shoulders, county rights of way or facilities and establish a strand of grass. Price is to include sod.

SECTION E – TECHNICAL SPECIFICATIONS

(III.19) BASIS OF PAYMENT

All bid items specified under (Removal and Shouldering Sodding on Existing Facilities) shall be paid under the square yard pay item noted on the Bid Form.

(III.20) CLIPPING OF SHOULDER AND CLEANUP FOR RESURFACING

The work specified in this section includes all equipment and labor required to address shoulder directly parallel to paving projects and establish edge of pavement, removal of excess material and the pull back and cleanup of the clipped shoulder.

(III.20) BASIS OF PAYMENT

All bid items specified under (Clipping of Shoulder and Cleanup for Resurfacing) shall be paid under lineal foot for each shoulder clipped.

(III.21) CLIPPING SHOULDER AND REMOVAL OF MATERIAL TO ESTABLISH DRAINAGE FINISHED SURFACE TO BE SODDED OR HYDRO

The work specified in this section includes all equipment and labor required to remove and re-establish proper drainage along county roads. This includes the loading, hauling and disposal of material paid at truck measure per CY removal and per LF for each shoulder clipped. The finished grading will be uniform and ready for sodding or Hydro seeding. Price does not include sodding or Hydro seeding.

(III.21) BASIS OF PAYMENT

All bid items specified under (Clipping Shoulder and Removal of Material to Establish Drainage Finished Surface to be sodded or Hydro) shall be paid under lineal foot/cubic yard for pay item noted on the Bid Form.

(III.22) COLD MIX IN PLACE INJECTION OF EXISTING UNPAVED ROADS BASE STABILIZATION

The work specified in this section includes all equipment, labor and material required to stabilize an unpaved road base to a depth of 8”. The testing of existing material, the design mix may require additional materials as part of the process under this task. These items are:

Additional aggregate materials paid for in Tons,

Emulsified Asphalt, paid for in Gallons,

Additives such as Portland cement or liquid asphalt, paid for in Tons.

and design mix for base stabilization will be included in the SY cost and finished base stabilization will meet FDOT Section 285 Optional Base Group standards.

(III.22) BASIS OF PAYMENT

All bid items specified under (Cold Mix in Place Injection of Existing Unpaved Roads Base Stabilization) shall be paid under respective pay item noted on the Bid Form.

SECTION E – TECHNICAL SPECIFICATIONS

(III.23) COLD RECYCLED BITUMINOUS BASE COURSE

The work specified in this section includes the in-place construction of a Cold In-Place Recycled (CIR) Bituminous Pavement Layer and shall consist of pulverizing, crushing, and screening of the in- situ bituminous materials to the depth and width shown on the plans. An emulsified asphalt binder agent, water, and other additives, if required, will then be incorporated into the pulverized material and thoroughly mixed. This material will then be spread and compacted in accordance with the plans and specifications and as directed by the County. It is the intent of this Blanket Purchase Order to recycle 100% of the existing asphalt pavement. This will include, but is not limited to, all existing asphalt pavement adjacent to all concrete curbing, storm sewer inlets, manholes, sanitary sewer manholes, and all utility valve boxes. The existing asphalt pavement in the above-described locations must be included in the recycling process in order to construct a bituminous pavement layer uniform in thickness throughout 100% of the proposed area.

Materials

Asphalt Emulsion: The type of asphalt emulsion to be used shall be determined by the mixture design. Bituminous material shall conform to the applicable requirements of the 2010 *FDOT Standard Specifications for Road and Bridge Construction, Section 916***.** A representative from the asphalt emulsion supplier will be at the job site at the beginning of the project to monitor the characteristics and performance of the asphalt emulsion. Throughout the job, the representative will be available to monitor the project and make adjustments to the asphalt emulsion formulation as required.

Cold Pulverized Material: The cold pulverized recycled asphalt pavement (hereinafter referred to as RAP) material shall meet the following gradation requirement prior to the addition of the asphalt emulsion.

1) STANDARD		***2) METRIC***	
Sieve Size	%Passing	Sieve Size	%Passing
1.25”	100	31.5 mm	100

Note: The compacted pavement layer shall be placed at a thickness of a minimum of two (2) times the nominal size of the crushed RAP or 2.5 inches, whichever is greater, and to a maximum of 5 inches.

Mixture Design

A preconstruction mix design(s) shall be submitted to the County by the CIR Successful Bidder using materials obtained directly from the project site prior to construction. Mix design formulations shall be conducted in accordance with the guidelines located in *Appendix 1- Mix Design Procedures for CIR*. Permission to obtain materials from roadway must first be obtained from the County. All core holes must be immediately patched with cold patch. The mix design testing shall be conducted by an AASHTO Materials Reference Laboratory (AMRL) accredited laboratory. Based on RAP consistency throughout project limits, more than one mix design may be required.

SECTION E – TECHNICAL SPECIFICATIONS

The mix design(s) shall be signed and sealed by a registered professional engineer and meet the Mix Design Performance Criteria of *Table 1* and be approved by the County prior to construction.

Table 1 – Mix Design Performance Criteria		
100 mm specimens shall be prepared in a Superpave Gyratory compactor. The mixture should meet the following criteria at the selected design asphalt emulsion content:		
Property	***Criteria***	***Purpose***
Compaction effort, Superpave Gyratory Compactor AASHTO T312	1.25° angle, 600 kPa stress, 30 gyrations	Density Indicator
Density, ASTM D2726 or equivalent	Report	Compaction Indicator
Gradation for Design Millings, ASTM C117	Report	
*Marshall stability, ASTM D6926, D6927, 40°C	1,250 lb min.	Stability Indicator
**Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T283 - Retained stability based on cured stability	70 % min.	Ability to withstand moisture damage
Indirect Tensile Test, AASHTO T322, Modified in *Appendix 2*	See Note in *Appendix 2*	Cracking (Thermal)
Raveling Test of Cold-Mixed Bituminous Emulsion Samples ASTM D7196, Modified in Appendix 3, 10ºC and 50% humidity	2% max.	Raveling Resistance
** Cured stability tested on compacted specimens after 60°C (140°F) curing to constant weight.*		
***Vacuum saturation of 55 to 75 percent, water bath 25°C 23 hours, last hour at 40°C water bath*		

Other Additives: If necessary, additives may be used to meet the requirements in Table 1. In the case that an additive is used, the type and allowable usage percentage must be described in the submitted design recommendation.

Addition of Imported Crushed Reclaimed Asphalt Pavement (RAP) Material: If available, imported RAP material may be added at the discretion of the County if the RAP material meets the requirements in *Table 2*. The crushed RAP shall be free from vegetation and all other deleterious materials, including silt and clay balls.
It shall meet the requirements for Deleterious Materials given in *Table 2*. The crushed RAP shall not exceed the maximum size requirement in Section 334-2.3 and when blended with the design millings, shall produce a product which meets the specifications given in *Table 1*.

SECTION TECHNICALSPECIFICATIONS

Table 2 - Imported Crushed RAP Criteria		
Property	***Method***	***Limit***
Deleterious Materials: Clay Lumps and Friable Particles in Aggregate, %	ASTM C 142 or AASHTO T112	0.2% maximum
Maximum size and Distribution	ASTM C 136 or AASHTO T 27	Section 334-2.3

Additional Aggregate: Based on the results of mix design testing or other requirements, the CIR Successful Bidder shall determine if additional aggregate ("add-rock") is required to comply with mix design performance criteria specified in *Table 1*. Any additional aggregate shall meet the criteria specified in *Table 3*, and it shall be graded to produce a pavement layer which meets the mix design performance criteria specified in *Table 1.*

Table 3 - Additional Aggregate Criteria		
Property	***Method***	***Limit***
Los Angeles abrasion value, % loss	AASHTO T96	40% maximum
Sand Equivalent,%	ASTM D2419	60% minimum
Maximum size and Distribution	ASTM C 136 or AASHTO T 27	Section 334-2.2
Water absorption %	AASHTO T 85	5%_ maximum

Equipment: Maintain all equipment in a satisfactory operating condition and in accordance with the 2010 FDOT Standard Specifications for Road and Bridge Construction, Section 100. The Cold In-Place Recycling shall be conducted with the equipment specified herein.

Milling Machine: A self-propelled cold milling machine that is capable of pulverizing the existing bituminous material in a single pass to the depth shown on the plans and to a minimum width of not less than 10 feet (3.05 m). The machine shall have automatic depth controls to maintain the cutting depth to within ± ¼ in (6 mm) of that shown on the plans, and shall have a positive means for controlling cross slope elevations. The use of a heating device to soften the pavement will not be permitted.

Material Sizing Unit: A material sizing unit having screening and crushing capabilities to reduce the pulverized bituminous material to the size required by Section 334-2.3 prior to mixing with asphalt emulsion. The screening and crushing unit shall have a closed circuit system capable of continuously returning oversized material to the crusher. All of the RAP (100%) shall be processed to the maximum size requirements as specified.

Mixing Unit: A mixing unit equipped with a belt scale for the continuous weighing of the pulverized and sized bituminous material and a coupled/interlocked computer controlled liquid metering device.

SECTION E – TECHNICAL SPECIFICATIONS

The mixing unit shall be an on-board completely self-contained pugmill. The liquid metering device shall be capable of automatically adjusting the flow of asphalt emulsion to compensate for any variation in the weight of pulverized material coming into the mixer. The metering device shall deliver the amount of asphalt emulsion to within ± 0.2 percent of the required design amount by weight of pulverized bituminous material (for example, if the design requires 3.0 percent, the metering device shall maintain the emulsion amount between 2.8 percent and 3.2 percent). The asphalt emulsion pump should be of sufficient capacity to allow emulsion contents up to 3.5% by weight of pulverized bituminous material. Also, automatic digital readings will be displayed for both the flow rate and total amount of pulverized bituminous material and asphalt emulsion in appropriate units of weight and time.

Pick-Up Machine: A pick-up machine may be used for transferring the recycled material from the windrow to the receiving hopper of the bituminous paver. The pick-up machine shall be capable of removing the entire windrow down to the remaining underlying material.

Bituminous Paver: A self-propelled conventional bituminous paver having electronic grade and cross slope control for the screed shall be utilized. The equipment shall be of sufficient size and power to spread and lay the mixture in one smooth continuous pass to the specified section and according to the plans.

Additive Metering Devices: Any additives such as water, lime slurry, etc. added by the equipment in FDOT sections 3.1-3.6 at the mill head or mixing unit shall be controlled through liquid metering devices capable of automatically adjusting for the variation in the weight of the pulverized material going into the mixing unit.

The metering devices shall be capable of delivering the amount of additive to within +/- 0.2 percent of the required design amount by weight of the pulverized bituminous material. A capability of adding up to 5% water by weight of the pulverized bituminous material, if necessary based on environmental and material requirements, is required. It will not be required to meter the water added at the milling machine to control dust in the screens, belts, or crusher/material sizing unit.

Rollers: All rollers shall be self-propelled. The number, weight and types of rollers shall be as necessary to obtain the required compaction. Employing at least one pneumatic-tired roller shall have a minimum gross operating weight of not less than 50,000 lbs. (22,600 kg) is recommended. Pneumatic rollers must have properly working scrapers and water spraying systems. In addition, employing at least one double drum vibratory steel-wheeled roller shall have a gross operating weight of not less than 20,000 lbs. (9,000 kg) and a width of 78 inches (1980 mm) is recommended. Double drum vibratory rollers must have properly working scrapers and water spraying systems.

Power Broom - A self-propelled power broom for removal of loose particles and other materials from the Recycled Pavement Layer surface shall be utilized. The broom shall have positive control on the downward pressure applied to the surface.

SECTION E – TECHNICAL SPECIFICATIONS

Construction Methods

Removal of Vegetation: Grass and other vegetation shall be removed from the edge of the existing pavement to prevent contamination of the pulverized bituminous material during the milling operation.

Milling: The existing pavement shall be milled to the required depth and width as indicated on the plans. Recycling shall be in a manner that does not disturb the underlying material in the existing roadway. The milling operation shall be conducted so that the amount of fines occurring along the vertical faces of the cut will not prevent bonding of the cold recycled materials. Use a small milling machine, if necessary, to mill longitudinally to the required depth as indicated on the plans along all curbs and gutters, utilities, inlets, around all manholes and any other structures not accessible or practical to be milled by the milling/mixing machine utilities.
The millings produced by the small mill will be the same as the large mill and of equal gradation to produce a uniform recycled pavement layer. Inlets/Catch Basins must be covered during the milling and recycling operation to prevent milled material from entering the catch basin area where it could contaminate and/or block the storm water system.

Processing: The pulverized bituminous material shall be processed by screening and crushing to the required gradation specified in FDOT Section 334-2.2. When a paving fabric is encountered during the CIR operation, the Successful Bidder shall make the necessary adjustments in equipment or operations so that at least ninety percent (90%) of the shredded fabric in the recycled material is no more than 5 in^2 (3200 mm^2). Additionally, no fabric piece shall have any dimension exceeding a length of 4 inches (100 mm). These changes may include, but not be limited to, adjusting the milling rate and adding or removing screens in order to obtain a specification recycled material.

The Successful Bidder shall be required to waste material containing over-sized pieces of paving fabric as directed by the County When the Successful Bidder is aware that paving fabric exists, such as indicated on the plans, the Successful Bidder will not receive additional payment. However, if the Successful Bidder is not made aware of the paving fabric, than the Successful Bidder shall receive additional payment for any necessary adjustments in equipment and operations.

Mixing: The recycled material shall be produced through a mixing unit capable of processing the pulverized material, asphalt emulsion and any additives to a homogeneous mixture. The asphalt emulsion shall be incorporated into the pulverized bituminous material at the initial rate determined by the mix design(s) and approved by the County.

SECTION E – TECHNICAL SPECIFICATIONS

Spreading: The material shall be spread using a self-propelled paver meeting the requirements of either paver in FDOT Sections 334-3.5 or 334-3.6. Heating of the paver screed will not be permitted. A pick-up machine may be used to transfer the windrowed material into the paver hopper if using a conventional paver as listed in FDOT Section 3.5. The pickup machine must be within 150 feet (45 m) of the mixing unit described in FDOT Section 334-4.4. The recycled material shall be spread in one continuous pass, without segregation and to the lines and grades established by the County.

Compaction: Compaction of the recycled mix shall be completed to thickness requirements of FDOT Section 334-2.2. During initial construction, rolling patterns and sequences shall be established through the construction of a control strip, approximately 400 feet in length and produced with the CIR equipment within the pavement section, to determine procedures that result in optimum compaction. Passes with various combinations of rollers and relative increases in density with roller passes shall be evaluated. The number of passes that results in no further increase in wet density and achieves the degree of compaction specified in FDOT *Section 334-5.8* shall be selected as the rolling pattern and will establish a target wet density. Degree of compaction and wet density shall be measured using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode.

Commence rolling once the emulsion has started to break. In all cases, the longitudinal joint must first be rolled followed by the rolling pattern established by the test strip. The selected rolling pattern shall be followed unless changes in the recycled mix or placement conditions occur and the established rolling pattern is causing damage to the mat or the required degree of compaction in unachievable.

These circumstances require the establishment of new rolling patterns and sequences through the construction of a new control strip. Rolling should start no more than 30 minutes behind the paver. Finish rolling should be completed no more than one hour after milling is completed. The following is the recommended rolling procedure:

Employ rollers meeting the requirements of FDOT Section 334-3.7. The longitudinal joint shall first be rolled followed by the rolling pattern established by the test strip. The initial pass for the rolling pattern established by the test strip should begin on the low side and progress to the high side by overlapping of longitudinal passes parallel to the pavement centerline. Rollers shall be operated at speeds appropriate for the type of roller and necessary to obtain the required degree of compaction and prevent defects in the mat. Rolling shall be continued until no displacement is occurring or until the pneumatic roller(s) is (are) walking out of the mixture. Final rolling to eliminate pneumatic tire marks and to achieve density shall be done by double drum steel roller(s), either operating in a static or vibratory mode. Vibratory mode should only be operated at a speed, frequency and amplitude shown not to damage the pavement.
When possible, rolling shall not be started or stopped on uncompacted material but with rolling patterns established so that they begin or end on previously compacted material or the existing pavement.

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Return of Traffic: After the completion of compaction of the recycled pavement layer, no traffic, including that of the Successful Bidder, shall be permitted on the completed recycled material for at least two (2) hours. After two hours rolling traffic may be permitted on the recycled material. This time may be adjusted by the County to allow establishment of sufficient cure so traffic will not initiate raveling. After opening to traffic, the surface of the recycled pavement layer shall be maintained in a condition suitable for the safe movement of traffic. All loose particles that may develop on the pavement surface shall be removed by the CIR Successful Bidder by power brooming.

Protection and Damage: Protect the recycled pavement layer in accordance with the *2007 FDOT Standard Specifications for Road and Bridge Construction, Section 330-13*. Any damage to the completed Cold in Place Recycled bituminous material shall be repaired by the Successful Bidder prior to the placement of the hot mix asphalt concrete surface course, or other applicable surface treatment, and as directed by the County. Damage unrelated to Successful Bidder construction procedures or quality of work, such as due to poor base conditions, shall be paid for under the pay item, "Recycled Material Patching."

Finished Recycled Pavement Layer Smoothness: The completed cold recycled pavement layer surface shall not vary more than ¼ in (6 mm) from the lower edge of a 10-foot (3-meter) straight edge placed on the surface parallel and transversely to the centerline at locations selected by the County Irregularities exceeding the specified limit shall be corrected at the expense of the Successful Bidder by grinding/cold milling or leveling with cold or hot mix asphalt. The corrected areas shall be retested to determine compliance with smoothness.

Curing: Prior to placing the hot mix asphalt concrete surface course, or other applicable surface treatment, the recycled pavement layer shall be allowed to cure until the moisture of the material is reduced to 2.0 percent or less, or until approval of the

County. Under dry conditions, the Cold In-Place Recycled pavement layer should meet the moisture requirements within 48 hours.

Quality Control

Successful Bidder Responsibility: The Successful Bidder shall be responsible for providing field and laboratory quality control testing of materials during construction. The County may conduct sampling and testing whenever or as often as desired for verification purposes. The Successful Bidder shall acquire an adequate amount of material for each sample to be tested in the laboratory so that an ample amount of material is left over in case of the need for resolution testing. Resolution testing will be required and provided at the expense of the Successful Bidder if similar laboratory samples tested by the Successful Bidder and the County do not coincide within reasonable values as determined by the County. The resolution laboratory will be selected by the County and the testing results provided by this lab will be used for materials acceptance purposes.

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All materials testing laboratories shall be accredited by the AASHTO Materials Reference Laboratory (AMRL) or Construction Materials Engineering Council (CMEC). The Successful Bidder shall submit all documentation of field inspection and laboratory testing results required herein to the County prior to payment and upon request. Copies of all delivery tickets and notes regarding any materials brought to the project site shall be given to the County upon delivery to the project site. These tickets shall be signed by an approved representative of the Successful Bidder at the time of delivery.

Crushed RAP Material Sizing: A sample shall be obtained from the receiving hopper of the paver each ½ mile (0.8 km) before the addition of emulsion and screened using a 1.25 in. (31.5mm) sieve (or smaller sieve if required) to determine maximum particle size requirement compliance. Additionally, two gradations shall be performed at approximately the middle and end of each day's production and in accordance with AASHTO T27 or ASTM C136 on the moist millings using the following sieves: 1.25 inch, 1.0 inch, ¾ inch, ½ inch, 3/8 inch, No.4, No.8, No.16, and No.30. The resulting gradations shall be compared to the mix design gradations to determine any necessary changes to emulsion content. Gradation results shall be shared with the County by the end of the following day. Sampling procedures shall be in accordance with ASTM D979 or AASHTO T168.

Asphalt Emulsion: The asphalt emulsion shall be received on the job site within the temperature ranges specified by the emulsion supplier. The emulsion supplier shall provide testing results for each shipment indicating the emulsion is in compliance with the criteria specified in *Table 4*. The County may require the Successful Bidder to obtain emulsion samples from each shipping trailer prior to unloading into the Successful Bidder's storage units for quality control testing if desired. The testing shall meet the following requirements:

Table 4 – Emulsion Criteria

Property	***Method***	***Limit***
*Residue from distillation, %	ASTM D244	64.0 to 66.0 %
*Oil distillate by distillation, %	ASTM D244	0.5% maximum
Sieve Test, %	ASTM D244	0.1% maximum
**Residue Penetration, 25°C, dmm	ASTM D5	-25 to +25%
**Modified ASTM D244 procedure – distillation temperature of 177°C with 20 minute hold.*		
**To be determined during CIR design phase prior to emulsion formulation and manufacture for project. Penetration value range will be determined and submitted to the County for approval prior to project start*		

Asphalt Emulsion Content and Yield: Total emulsion quantity and yield shall be monitored and recorded daily and for each segment in which the target emulsion percentage is adjusted. This information shall be gathered from the calibrated emulsion metering device. Emulsion content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist.

SECTION E – TECHNICAL SPECIFICATIONS

Water Content and Yield: Total water quantity and yield shall be monitored and recorded daily and for each segment in which the target water percentage is adjusted. This information shall be gathered from the water metering device. Water content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist. Water content adjustments shall also be made based on mixture consistency, coating, and dispersion of the recycled materials.

Mixture Testing: At the discretion of the County and if the recycled pavement layer quality and workmanship seem suspect, the Successful Bidder may be required to sample, in accordance with ASTM D3665 and D979, the recycled mixture for determining compliance with design criteria specified in *Table 1*. If samples of the recycled asphalt pavement mixture are taken after the addition of additives and e emulsion, the specimens must be compacted within 15 minutes of sampling and tested as required in *Table 1*. If the recycled mixture is sampled prior to the addition of additives and emulsion, the sample must immediately be transferred to air-tight plastic container to prohibit loss of moisture. Samples must be mixed in the laboratory with the field additives and emulsion within 24 hours and tested as required in *Table 1*.

Depth of Pulverization (Milling): The depth shall be checked and recorded daily and every 1/8 mile (0.2 km).on both outside vertical faces of the cut. Measure depth by placing a rigid measuring device perpendicular to the bottom of the milled surface and near the vertical faces of the cut.

Compacted Density: Degree of compaction of the recycled pavement layer shall be monitored for compliance with target wet density established during the initial control strip construction. Wet density shall be determined every 1/4 mile (0.4 km) using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode. Ensure that all nuclear gauges are operated by licensed individuals and have been calibrated within the last 12 months. The acceptable degree of compaction shall be 96 to 98 percent of target wet density. Care shall be taken not to over-roll the mat based on visual observations of check cracking or shoving. A new control strip and target density shall be established if the consistency of the material being recycled changes. The County shall be notified prior to the construction of a new control strip.

Cross-Slope and Smoothness: The recycled pavement layer cross slope shall be checked regularly during spreading. A cross-slope of 2 %, unless otherwise specified in the construction plans, shall be maintained through the length of the project. When the difference between the measured cross slope and designed cross slope exceeds +/- 0.2% for travel lanes and +/ 0.5% for shoulders, operations shall be stopped until corrective actions are taken to bring the cross slope into an acceptable range. The recycled pavement layer shall be checked for smoothness regularly behind the paver and after rolling. The smoothness shall not vary more than ¼ in (6 mm) from the lower edge of a 10-foot (3-meter) straight edge placed on the surface parallel and transversely to the centerline after rolling is completed.

SECTION E – TECHNICAL SPECIFICATIONS

Correct all deficiencies in excess of ¼ in (6 mm) and retest to verify smoothness adequacy. It is recommended that the edge of the mat be rolled first and progress to the center or high side to prevent excessive edge sloughing.

Table 5 – Quality Control Testing and Inspection Criteria		
Property	***Method***	***Limit***
RAP Maximum Particle Size	ASTM C 136 or AASHTO T27	Section 334-2.2
RAP Particle Size Distribution	ASTM C 136 or AASHTO T27	Determined by Mix Design(s)
Emulsion and Water Yield	Calibrated Metering Device	Determined by Mix Design(s)
*Mixture Testing	Table 1	Table 1
**Depth of Milling	Section 334-5.7	Determined by Mix Design(s)
Compacted Density	ASTM D2950	96 to 98% of target density
Cross-Slope	FM 5-509	2% unless otherwise indicated
Smoothness	FM 5-509	Maximum 0.25 in (6 mm) deviation from planeness
**Mixture Testing frequency shall be at the County's discretion*		
***Depth of Milling may need to be adjusted for localized unexpected pavement conditions*		

Weather Limitations: Cold In-Place recycling operations shall be completed when the atmospheric temperature measured in the shade and away from artificial heat is at least 50^0 F (10°C). Also, the weather shall not be foggy or rainy. The weather forecast shall not call for freezing temperature within 48 hours after placement of any portion of the project.

Measurement

(III.23) COLD RECYCLED BITUMINOUS BASE COURSE

The Cold In-Place Recycling (CIR) work will be measured by the square yard of the completed sections for the depth specified. The asphalt emulsion will be measured by the ton or gallon. Additional aggregate, additional reclaimed asphalt pavement (RAP) materials and other additives will be measured by the ton (or metric ton). Water used in this operation will not be paid for directly but shall be considered incidental to this bid item.

(III.24) SURVEYING

The work specified in this section includes all equipment, labor and material required for a Florida Licensed Surveyor to establish grade lines, boundaries, rights of way, geometric layout, plan, and profile drawings, staking, etc. on construction projects. This cost does not include record drawings. No research or office work will be paid unless approved in writing prior by the project manager. It is the intent of this to be used for field work.

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SECTION E – TECHNICAL SPECIFICATIONS

(III.25) TREE REMOVAL & DISPOSAL

The work specified in this section includes all equipment and labor required to remove, load and dispose of the entire tree from the ground up based on the width of the tree at a height of 6' off the ground. Stump grinding is not included in this price.

(III.26) 6' CONCRETE CURB STOPS

The work specified in this section includes furnishing and installation of concrete curb stops. Curb stop must meet the most current Florida Building codes.

SECTION IV - BASE & SURFACE CONSTRUCTION

(IV.2) SAND-ASPHALT HOT MIX – SAND-ASPHALT HOT MIX – 1200# STABILITY

The work specified in this section includes constructing a sand-asphalt hot mix base course, leveling course, or surface course.

Meet the requirements for plant and equipment as specified in FDOT Section 320. Meet the general construction requirements for all asphalt concrete pavements and bases as specified in FDOT Section 330. Meet the sand-asphalt base course construction requirements as specified in FDOT Section 280.

The County will accept work on a LOT by LOT basis in accordance with the applicable requirements of FDOT Section 331. The County will determine the size of the LOT as specified in 331-6 for the bituminous mixture accepted at the plant and as specified in 331-7 for material accepted on the roadway.

Materials

Bituminous Material: Use Superpave PG Asphalt Binder or Recycling Agent meeting the requirements of 916-1 or 916-2.

Aggregate

General: Use aggregate material composed of one or more of the following:

a. Local sand.

b. A blend of local sands.

c. A local sand with some additive, such as mineral filler, commercial sand, crushed shell, rock screenings, or other approved material. Meet the commercial material requirements specified in Division III.

d. Manufactured aggregate.

Restrict the maximum size of the aggregate material using scalping screens having an opening of 5/8 inch [16.0 mm] square. Ensure that the material is

graded from course to fine, and that it all passes a 1/2 inch [12.5 mm] sieve. Do not use aggregate or mineral filler containing more than 1% of phosphate.

Sand: Use sharp and nonplastic local sand, containing not more than 7% by weight of clay, composed of hard, durable grains free of loam, roots, and other deleterious substances, and suitable for use in a bituminous mix, as determined by laboratory tests. If the local sand deposit consists of stratified layers of varying characteristics and gradation, employ such means as necessary to secure a uniform material. Should the loss of fines during drying operations be such that the stability of the mixture is reduced below the minimum specified, add mineral filler or other approved material in such quantities as necessary to compensate for the loss in stability. Ensure that any clay present is the type which will not produce clay balls in the mixture.

Mineral Filler: If needed, meet the requirements of FDOT Section 917.

Testing: The County will sample all materials shipped to the asphalt plant at their destination.

Composition of Mixture

General: Use a bituminous mixture composed of a combination of fine aggregate, mineral filler if required, and bituminous material. Size, uniformly grade, and combine the aggregate fractions in the proportions specified in Table 331-1 so that the resulting mixture meets the physical properties and the requirements of the verified mix design.

The Successful Bidder may use RAP meeting the requirements of FDOT 331-2.2.4 as a substitution for a portion of the combination of aggregates. If using RAP, the Successful Bidder may use a recycling agent in accordance with the requirements of FDOT 331-2.2.5. The Successful Bidder may use recycled crushed glass meeting the requirements of 331-2.2.6 as a substitution for a portion of the combination of aggregates.

Mix Design

General: Meet the mix design requirements of FDOT 331-4.3. In addition to these requirements, include, in the mix design, test data showing that the material as produced will meet the requirements of Table 331-2.

Grading Requirements: Meet the requirements of FDOT 332-2.2 for aggregate combination including mineral filler.

Stability: Combine the constituents of the mixture in such proportions as to produce a mixture having Marshall Properties within the limits shown in Table 331-2.

Successful Bidder's Quality Control: Provide the necessary quality control of the bituminous mixture and construction in accordance with the applicable provisions of FDOT 331-4.4 and 331-5.2.

SECTION E – TECHNICAL SPECIFICATIONS

Furnish materials that meet the verified mix design. For extraction gradation analysis, meet the provisions of FDOT 331-4.4.2 and Table 331-3. For plant calibration, meet the provisions of FDOT 331-4.4.3 and Table 331-3.

Acceptance of Mixture

Acceptance at the Plant: The County will accept the bituminous mixture at the plant with respect to gradation and asphalt content in accordance with the applicable requirements of FDOT 331-6.

Acceptance on the Roadway: The County will accept the bituminous mixture on the roadway with respect to compacted density and surface tolerance in accordance with the provisions of FDOT 331-7.

Additional Tests: The County will apply the provisions of FDOT 331-6.4 to Sand- Asphalt Hot Mix.

Method of Measurement

The quantity to be paid for will be the weight of the mixture, in tons, completed and accepted. The weight will be determined as provided in FDOT 320-2 (including the provisions for the automatic recordation system).

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent.

(IV.2) BASIS OF PAYMENT

All bid items specified shall be paid under the ton pay item noted on the Bid Form.

(IV.3) ASPHALTIC BASE COURSE

The work specified in this section includes the construction of asphalt base courses, and to meet the specific requirements for base widening construction.

The County will accept work on a LOT to LOT basis in accordance with the applicable requirements of FDOT Section 331. The County will determine the size of the LOT as specified in FDOT 331-6 for the bituminous mixture accepted at the plant and as specified in FDOT 331-7 for the material accepted on the roadway.

Use mixes designated as Asphalt Base Course Type 1 (ABC-1), Asphalt Base Course Type 2 (ABC-2) and Asphalt Base Course Type 3 (ABC-3).

Materials

Bituminous Material: Use Superpave PG Asphalt Binder or Recycling Agent meeting the requirements of 916-1.

Course Aggregates: Meet the requirements of FDOT Section 901.

SECTION E – TECHNICAL SPECIFICATIONS

Fine Aggregates: Meet the requirements of FDOT 335-2.2.

General Composition of the Mixes
General: Meet the requirements of FDOT 332-3.1.

Grading Requirements: The mix design, as established by the Successful Bidder and approved by the County, shall be within the design ranges as specified in FDOT Table 331-1, for ABC-1, ABC-2, and ABC-3.

Stability: Meet the requirements of FDOT 332-3.3.2.

Job Mix Formula
Meet the requirements of FDOT 332-3.3.1.

Successful Bidder's Quality Control
Meet the requirements of FDOT 332-3.4.

Acceptance of Mixture
Acceptance at the Plant: The County will accept the bituminous mixture at the plant with respect to gradation and asphalt content in accordance with the requirements of 331-6.

Acceptance on the Roadway: The County will accept the bituminous mixture on the roadway with respect to compacted density in accordance with the applicable provisions of 331-7. Use the permissible variations from longitudinal and transverse grades as specified in 200-7.

Additional Tests: Meet the requirements of FDOT 331-6.4 for ABC-1, ABC-2, and ABC-3.

Plant, Methods, and Equipment
Meet the plant, methods, and equipment requirements for asphalt base course construction as specified in FDOT Section 320, with the following modifications:

(a) Paving Equipment: The County will not require mechanical spreading and finishing equipment for the construction of base widening strips less than 6 feet [1.8 m] in width.

(b) Compacting Equipment: For compaction in areas too restricted to accommodate the standard rollers, the Successful Bidder may use vibratory rollers supplemented with trucks, motor graders, or other compaction equipment approved by the County.

Construction Requirements
General: Meet the construction requirements for asphalt base course construction as specified in FDOT Section 330, with the following modifications and specific requirements.

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Limitations for Spreading: The Successful Bidder may place the base mix on the subgrade when the air temperature is at least 40ºF [4ºC] and rising, provided the subgrade upon which the base mix is to be placed is not frozen or noticeably affected by frost. The Successful Bidder may place the base mix where he removed all such frozen or frost-affected material during excavation for the subgrade.

Preparation of Subgrade: Before placing the initial layer of base material, prepare and compact the subgrade as specified in 160-8. Do not apply this requirement to base widening strips that are not to be stabilized and where the underlying native material has not been disturbed.

Tacking Between Layers: Place a tack coat between each successive layer of base material. As an exception, the County may authorize the elimination of the tack coat between successive layers when the Successful Bidder has laid them on the same day and the initial layer has not become contaminated by sand, dust, etc. Place a tack coat on all asphalt base courses before placing the structural course.

Placing the Mixture

Spreading and Finishing: Place the base course material with a mechanical spreading and finishing machine meeting the requirements as specified in 320-5. Prior to the placing of the surface course, the County may require motor grader leveling to bring the base into conformance with the plan grades and cross-section. The Successful Bidder may spread the first course of multiple course bases with a motor grader where the subgrade will not support the use of a mechanical spreader.

Automatic Screed Control: For all machine-laid courses, use a paver that is equipped with automatic screed control of the ski or traveling string line type. Use the automatic joint matcher on the top course of the base after the first pass with the paving machine.

Thickness of Layers: Ensure that the maximum compacted thickness of any layer of asphalt base course is 3 inches [75 mm].

Compacting the Mixture: Apply the requirements for compaction as specified in 330- 10 to the compaction of asphalt base courses with these two exceptions:

1. For widening strips 3 feet [1 m] or less in width, the County will not perform density testing for acceptance. The Successful Bidder may apply the compactive efforts using a trench roller, motor grader tires, or any other heavy equipment that will effectively exert a compactive effort. Specify what equipment will be used and what compactive effort (coverage) will be furnished. Obtain the County's approval before starting the operation.

2. For the initial layer of an asphalt base course placed on a soil subgrade, the County will not perform any density determinations. Propose a rolling train and pattern for the approval of the County. The County will perform density determinations on all subsequent layers, and apply the provisions of FDOT 331-7.

SECTION E – TECHNICAL SPECIFICATIONS

Thickness Requirements
Meet the requirements of FDOT 285-6.

Calculations for Average Thickness of Base
Meet the requirements of FDOT 285-7.

Method of Measurement
The quantity to be paid for will be the weight of the mixture, in tons, completed and accepted. The weight will be determined as provided in FDOT 320-2 (including the provisions for the automatic recordation system). The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent.

(IV.3) BASIS OF PAYMENT
All bid items shall be paid under the ton pay item noted on the Bid Form.

(IV.6) EAM COLD MIX
The work specified in this section consists of bituminous patching mixes that are designed in various seasonal grades to be used when the ambient outside temperature reaches a specified range.

A few examples of the bituminous cold patch material are Unique Paving Materials (www.uniquepavingmaterials.com) and EZ Street (www.ezstreetasphalt.com).

(IV. 6) BASIS OF PAYMENT
All bid items specified shall be paid under the ton pay item noted on the Bid Form.

SECTION IV
TYPE S ASPHALT CONCRETE, QUALITY ASSURANCE AND ACCEPTANCE PROCEDURES

(IV.7) ASPHALTIC CONCRETE TYPE S-I AND (IV.8) ASPHALTIC CONCRETE
The work specified in this section includes the construction of a Type S Asphalt Concrete course (using the Quality Assurance acceptance system) using the type of mixture specified in the specification, or when offered as alternates, as selected. If offered as alternates, meet the layer thickness criteria specified in 331-1.2. Type S mixes are identified as Type S-I, Type S-II, or Type S-III. The composition and physical test properties for all mixes including Type S Asphalt Concrete are shown in Tables 331-1 and 331-2. This Section establishes Acceptance Procedures for materials and work performed under FDOT Sections 280, 290, 331, 332, 333, 335, and 337.

Where Type S Asphalt Concrete is specified in the specification, if approved by the County, the equivalent fine Type SP Asphalt Concrete mixture (Traffic Level C) meeting the requirements of FDOT Section 334 may be selected as an alternate at no additional cost to the County. The equivalent mixes are as follows:

SECTION E – TECHNICAL SPECIFICATIONS

Type S-I ..... Type SP-12.5
Type S-II ..... Type SP-19.0
Type S-III ..... Type SP-9.5

Meet the requirements for plant and equipment specified in FDOT Section 320. Meet the general construction requirements specified in FDOT Section 330.

Table 331-1
Bituminous Concrete Mixtures
(Gradation Design Range)

Type	Total Aggregate Passing Sieves[1]							
	3/4 inch [19.0 mm]	1/2 inch [12.5 mm]	3/8 inch [9.5 mm]	No. 4 [4.75 mm]	No. 10 [2.0 mm]	No. 40 [425 µm]	No. 80 [180 µm]	No. 200 [75 µm]
S-I[5]	100	88-98	75-93	47-75	31-53	19-35	7-21	2-6
S-II[2]	83-98	71-87	62-78	47-63	33-49	19-35	9-18	2-6
S-III[5]		100	88-98	60-90	40-70	20-45	10-30	2-6
Type II		100	90-100	80-100	55-90			2-12
Type III		100	80-100	65-100	40-75	20-45	10-30	2-10
SAHM		100						0-12
ABC-1		100						0-12
ABC-2		100			55-90			0-12
ABC-3[3]	70-100			30-70	20-60	10-40		2-10
FC-2[4]		100	85-100	10-40	4-12			2-5
FC-3[5]		100	88-98	60-90	40-70	20-45	10-30	2-6

[1] In inches [mm] or sieves [µm].
[2] 100% passing 1 1/4 inch [31.5 mm] sieve and 94 to 100% passing 1 inch [25.0 mm] sieve.
[3] 100% passing 1 1/2 inch [37.5 mm] sieve.
[4] The County may increase the design range for the No. 10 [2.00 mm] sieve for lightweight aggregates.
[5] The County may retain up to 1% on the maximum sieve size.

Table 331-2 Non SI Units
Marshall Design Properties For Bituminous Concrete Mixes

Mix Type	Minimum Marshall Stability (lbs.)	Flow** (0.01 in.)	Minimum VMA (%)	Air Voids (%)	Minimum Effective Asphalt Content (%)	VFA Voids Filled with Asphalt (%)
S-I	1,500*	8-13	14.5	4-5	***	65-75
S-II	1,500*	8-13	13.5	4-5	***	65-75
S-III	1,500*	8-13	15.5	4-6	***	65-75
Type II	500-750	7-15	18	5-16	6.0	-
Type III	750-1,000	7-15	15	5-12	5.5	-
SAHM	300-500	7-15	15	5-16	6.0	-

SECTION E – TECHNICAL SPECIFICATIONS

ABC-1	500	7-15	15	5-16	6.0	-
ABC-2	750	7-15	15	5-14	5.5	-
ABC-3	1,000	8-13	14	4-7	***	65-78
FC-2	-	-	-	-	-	-
FC-3	1,500	8-13	15.5	4-6	***	65-75

*The minimum Marshall Stability for Type S mixes used on limited access facilities (Interstate, Turnpike, and Expressways) shall be 1,800 lbs.
**The maximum Flow value during production shall not exceed one point more than shown in the Table.
***The ratio of the percentage by weight of total aggregate passing the No. 200 sieve to the effective asphalt content expressed as a percentage by weight of total mix shall be in the range of 0.6 to 1.2.

Table 331-2 SI Units
Marshall Design Properties For Bituminous Concrete Mixes

Mix Type	Minimum Marshall Stability (kN)	Flow** (mm)	Minimum VMA (%)	Air Voids (%)	Minimum Effective Asphalt Content (%)	VFA Voids Filled with Asphalt (%)
S-I	6.7*	2.0-3.3	14.5	4-5	***	65-75
S-II	6.7*	2.0-3.3	13.5	4-5	***	65-75
S-III	6.7*	2.0-3.3	15.5	4-6	***	65-75
Type II	2.2-3.3	1.8-3.8	18	5-16	6.0	-
Type III	3.3-4.4	1.8-3.8	15	5-12	5.5	-
SAHM	1.3-2.2	1.8-3.8	15	5-16	6.0	-
ABC-1	2.2	1.8-3.8	15	5-16	6.0	-
ABC-2	3.3	1.8-3.8	15	5-14	5.5	-
ABC-3	4.4	2.0-3.3	14	4-7	***	65-78
FC-2	-	-	-	-	-	-
FC-3	6.7	2.0-3.3	15.5	4-6	***	65-75

*The minimum Marshall Stability for Type S mixes used on limited access facilities (Interstate, Turnpike, and Expressways) shall be 8.0 kN.
**The maximum Flow value during production shall not exceed 0.25 mm more than shown in the Table.
***The ratio of the percentage by weight of total aggregate passing the 75µm sieve to the effective asphalt content expressed as a percentage by weight of total mix shall be in the range of 0.6 to 1.2.

The County will accept the work on a LOT to LOT basis in accordance with the applicable requirements of FDOT Sections 5, 6, and 9. The size of the LOT will be as specified in 331-6 for the bituminous mixture produced at the plant and as stipulated in 331-7 for the material placed on the roadway.

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Layer Thicknesses:

Structural Layers: The allowable layer thicknesses for Type S Asphalt Concrete mixtures used in structural and overbuild applications is as follows:

Type S-III	3/4 – 1 ¼ inches [20 – 30 mm]
Type S-I	1 ¼ – 2 1/2 inches [30 – 60 mm]
Type S-II	2 – 2 3/4 inches [50 – 70 mm]

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on Type S mixtures when used as a structural course:

Type S-III – Limited to the final (top) structural layer, one layer only.

Type S-I – May not be used in the first layer of courses over 3 1/2 inches [90 mm] thick, nor in the first layer of courses over 2 3/4 inches [70 mm] thick on limited access facilities.

Type S-II – May not be used in the final (top) structural layer.

Additional Requirements: The following requirements also apply to Type S Asphalt Concrete mixtures:

1. A minimum 1 1/2 inch [40 mm] initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (#5 feet [#1.5 m] wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. All overbuild layers shall be Type S asphalt concrete. Use the minimum and maximum layer thicknesses as specified in 331-1.2.1 unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch [13 mm], and the maximum allowable thickness may be increased 1/2 inch [13 mm], unless shown differently in the plans. Other variations from these thicknesses must be approved by the County.

Materials

General Requirements: Meet the material requirements specified in Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent	916-1, 916-2
Mineral Filler	917-1, 917-2
Coarse Aggregate, Stone, Slag or Crushed Gravel	Section 901
Fine Aggegate	Section 902

Asphalt concrete mixes containing crushed gravel as coarse aggregate component must show no potential for stripping during laboratory testing for mix design verification. Crushed Reclaimed Portland Cement Concrete Pavement may be used as a coarse aggregate or screenings component subject to meeting all applicable specifications.

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Specific Requirements

Condition of Aggregate: Use clean aggregate containing no deleterious substances. Do not use coarse or fine aggregate which contains more than 0.5% of phosphate.

Fine Aggregate and Mineral Filler: In laboratory tests, and for the purpose of proportioning the paving mixture, consider all material passing the No. 10 [2.00 mm] sieve and retained on the No. 200 [75 µm] sieve as fine aggregate, and the material passing the No. 200 [75 µm] sieve as mineral filler.

Screenings: Do not use any screenings in the combination of aggregates containing more than 15% of material passing the No. 200 [75 µm] sieve. When two screenings are blended to produce the screening component of the aggregate, one of such screenings may contain up to 18% of material passing the No. 200 [75 µm] sieve, as long as the combination of the two does not contain over 15% material passing the No. 200 [75 µm] sieve. Screenings may be washed to meet these requirements.

Use of Reclaimed Asphalt Pavement (RAP): Subject to certain requirements, Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture. Where the material is recovered from a FDOT project, the Composition of Existing pavement may be available on the County's website. The URL for obtaining this information, if available, is:
http://www11.myflorida.com/statematerialsoffice/Bituminous/CentralBitLab/AsphaltCompositions/Compositions.htm/

RAP may be used as a component material of the bituminous mixture subject to the following:

1. Assume responsibility for the design of asphalt mixes which incorporate RAP as a component part.

2. Do not allow RAP to exceed 60% by weight of total aggregates for Asphalt Base Courses nor more than 50% by weight of total aggregates for Structural and Leveling Courses. Do not use RAP in Friction Courses.

3. Mount a grizzly or grid with openings of a sufficient size to prevent clogging of the cold feed over the RAP cold bin.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture.

5. If oversized RAP material appears in the completed recycled mix, cease plant operations and take appropriate corrective action.

6. Ensure that the RAP material as stockpiled is reasonably uniform in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

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7. Ensure that the RAP has a minimum average asphalt content of 4% by weight of total mix. The County reserves the right to sample the stockpile in order that this requirement is met.

8. When material milled from the project is used as a component of the asphalt mixture and a Composition of Existing Pavement is known, use the following procedures for obtaining representative samples for the mix design:

9. Cut ten 6-inch [150 mm] cores in area(s) approved by the County. Fill the core holes immediately prior to opening to traffic.

10. Representative samples may also be obtained by milling the existing pavement to the full depth shown on the plans for pavement removal for a length of approximately 200 feet [60 m]. Immediately replace the pavement removed with the specified mix in the Specification.

11. Submit a request in writing to the County for any variance from the above outlined methods of obtaining samples for mix designs.

12. When the RAP to be used as a component in a mix design is stockpiled from a previous DOT project and the Composition of Existing Pavement is known, design the mix and submit to the County for verification.

13. When the composition of stockpiled RAP to be used as a component in a mix design is not known, design the mix as follows:

14. Submit a bag of RAP, composed of samples from several locations in the stockpile(s), to the County at least four weeks prior to the planned start of mix design. The County will run viscosities on the reclaimed asphalt pavement and furnish the information to the Successful Bidder.

15. Run a minimum of six extraction gradation analyses of the RAP. Take the samples at random locations around the stockpile(s).

16. Request the County to make a visual inspection of the stockpile(s) of RAP. Based on visual inspection, the County will determine the suitability of the stockpiled materials.

17. When the proposed mix design is submitted to the County for verification, submit the data from the extraction gradation analyses required above.

Binder for Mixes with RAP: Use a PG 67-22 where RAP is less than 20% by weight of total aggregate; use a PG 64-22 where RAP is 20% or greater but less than 30% by weight of total aggregate; use appropriate recycle agent where RAP is 30% or greater.

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The County reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to request reasonable changes during the production based on the requirements of 331-4.4.4.

Use of Recycled Crushed Glass: Recycled crushed glass may be used as a component of the bituminous mixture subject to the following:

1. Consider the recycled crushed glass a local material and meet all requirements specified in 902-6.

2. The percentage of recycled crushed glass in any bituminous mixture does not exceed 15% of the total aggregate weight.

3. The asphalt binder used with mixtures containing recycled crushed glass contains 0.5% anti-stripping agent from an approved source. The addition of the specified amount of anti-stripping agent must be certified by the supplier.

4. Test bituminous mixtures containing recycled crushed glass in accordance with AASHTO T 283 as part of the mix design approval. The minimum tensile strength ratio must not be less than 80%. An increase in the amount of anti-stripping agent may be necessary in order to meet this requirement.

5. Recycled crushed glass must not be used in friction course mixtures nor in structural course mixtures which are to be used as the final wearing course.

Permissible Variation for the Coarse Aggregate

Size and uniformly grade or combine the aggregate or aggregates shipped to the job in such proportions that the resulting mixture meets the grading requirements of the mix design.

General Composition of Mixture

General: Use a bituminous mixture composed of a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and bituminous material. Ensure that not more than 20% by weight of the total aggregate used is silica sand or local materials as defined in FDOT Section 902. Consider the silica sand and local materials contained in any RAP material, if used in the mix, in this limitation. Size, grade and combine the several aggregate fractions in such proportions that the resulting mixture meets the grading and physical properties of the verified mix design.

RAP meeting the requirements of FDOT 331-2.2.4 may be approved as a substitution for a portion of the combination of aggregates, subject to all applicable specification requirements being met.

Grading Requirements: In all cases, use a mix design within the design ranges specified in Table 331-1.

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Mix Design

General: Prior to the production of any asphalt paving mixture, submit a mix design and representative samples of all component materials to the County at least two weeks before the scheduled start of production. The County will verify the mix design before use. Send a copy of the proposed mix design to the County at the same time. (Open-graded mixes will be designed by the County.) Furnish the following information:

1. The specific project on which the mixture will be used.

2. The source and description of the materials to be used.

3. The gradation and approximate proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use.

4. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly No. 200 [75 µm]) should be accounted for and identified for the applicable sieves.

5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%. For structural mixes (S-I, S-II and S-III) establish the optimum asphalt content at a level corresponding to a minimum of 4.5% air voids. For FC-3 mixes, establish optimum asphalt content at a level corresponding to a minimum of 5.0% air voids.

6. A single temperature at which the mixture is intended to be discharged from the plant.

7. The laboratory density of the asphalt mixture for all mixes except Open-Graded Friction Courses.

8. Evidence that the completed mixture will meet all specified physical requirements.

9. The name of the individual responsible for the Quality Control of the mixture during production.

Revision of Mix Design: Submit all requests for revisions to approved mix designs, along with supporting documentation, in writing to the County. In order to expedite the revision process, a verbal revision request or discussion of the possibility of a revision request may be made, but must be followed up with a written request. The verified mix design will remain in effect until a change is authorized by the County. In no case will the effective date of the revision be established earlier than the date of the first communication with the County regarding the revision.

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Provide a new mix design for any change in source of aggregate.

Resistance to Plastic Flow: Include with the submitted mix design test data showing that the material as produced will meet the requirements specified in Table 331-2 when tested in accordance with FM 1-T 245. Further, determine the bulk specific gravity of the laboratory compacted bituminous mixture in accordance with FM 1-T 166.

Determine the percent of unfilled voids and the percent of aggregate voids filled with asphalt using the maximum specific gravity of the bituminous mixture and on the asphalt content of each group of specimens prepared from the same sample. Determine maximum specific gravity of the bituminous mixture by FM 1-T 209.

Revocation of Mix Design: The County will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the County will no longer allow the use of the mix design.

Successful Bidder's Quality Control

Personnel: In accordance with the requirements of 331-5.2 provide the necessary quality control personnel. Ensure that the Quality Control Technician is certified by the County and possesses a valid certificate of qualification. When it becomes evident to the County that the Quality Control Technician cannot perform as required by the position, the County will revoke the certification and require replacement with a certified technician.

Extraction Gradation Analysis: Sample the bituminous mixture at the plant in accordance with FM 1-T 168. Determine the percent bitumen content of the mixture in accordance with FM 5-563, and determine the percent passing the standard sieves in accordance with FM 1-T 030. In the event the calibration factor for the mix exceeds 0.50%, conduct the extraction and gradation analysis in accordance with FM 5-544 and FM 5-545, respectively. Show all test results to the nearest 0.01. Carry all calculations to the nearest 0.001 and rounded to the nearest 0.01, in accordance with the County's rules of rounding.

Run a minimum of one extraction gradation analysis of the mixture for each day's or part of a day's production and immediately following any change in the production process. Take the quality control sample of mixture for the extraction gradation analysis each day as soon as the plant operations have stabilized. Obtain the results in a timely manner (no later than the end of the day) so that adjustments can be made if necessary.

On initial use of a Type S or FC-3 mix design at a particular plant, as a minimum, run an additional extraction gradation analysis if more than 500 tons [450 metric tons] of mixture are produced on the first day of production.

Extraction gradation analysis will not be required on the days when mix production is less than 100 tons [90 metric tons]. However, when mix production is less than 100 tons [90 metric tons] per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons [90 metric tons].

Use the target gradation and asphalt content as shown on the mix design. Any changes in target will require a change in the mix design in accordance with 331-4.3.2.

If the percentage of bitumen deviates from the optimum asphalt content by more than 0.55% or the percentage passing any sieve falls outside the limits shown in Table 331- 3, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt content by more than 0.55% or exceeds the limits as shown in Table 331-3 for any sieve, stop the plant operations until the problem has been corrected. In addition, if the results of two consecutive tests show an amount greater than 99.0% passing the 1/2 inch [12.5 mm] sieve for Type S-I, an amount greater than 99.0% passing the 3/4 inch [19.0 mm] sieve for Type S-II, or an amount greater than 99.0% passing the 3/8 inch [9.5 mm] sieve for Types S-III or FC-3, stop the plant operation until the problem has been corrected.

Maintain control charts showing the results of the extraction gradation analysis (bitumen content and sieve analysis).

Table 331-3
Tolerances for Quality Control Tests (Extraction Gradation Analysis)

Sieve Size	Percent Passing
1 inch [25.0 mm]	7
3/4 inch [19.0 mm]	7
1/2 inch [12.5 mm]	7
3/8 inch [9.5 mm]	7
No. 4 [4.75 mm]	7
No. 10 [2.00 mm]	5.5
No. 40* [*425 µm]	4.5
No. 80* [*180 µm]	3
No. 200 [75 µm]	2
*Does not apply to SAHM, ABC-1 or Type II.	

Plant Calibration: At or before the start of mix production, perform a wash gradation on a set of hot bin samples for batch or continuous mix plants or belt cut for drum mix plants to verify calibration of the plant. When approved by the County, extraction gradation analysis of the mix may be used to verify calibration of the plant. This extraction gradation analysis may also be used to fulfill the quality control requirements for the first day's production.

Viscosity of Asphalt in Mixes Containing RAP: When RAP is a component material, the viscosity of the asphalt material in the bituminous mixture, determined by the County

in accordance with ASTM D 2171, shall be 6,000 ± 2,000 poises [600 ± 200 Pa·s]. This determination will be made on samples obtained by the County on a random basis at a frequency of approximately one per 2,000 tons [1,800 metric tons] of mix.

If the viscosity determined by the County is out of the specified range, adjust the binder formulation or blend of RAP in the mix to bring the viscosity within tolerance.

Acceptance Procedures

The County will approve all materials for acceptance through the County's Acceptance Procedures specified herein. The County is responsible for determining the acceptability of the construction and materials incorporated therein. The Successful Bidder is responsible for the quality of construction and materials incorporated therein. Accomplish all quality control sampling and testing on a random basis in accordance with the approved Quality Control Plan. The County will perform all necessary sampling and testing for acceptance purposes on a random basis as specified herein, in addition to monitoring and observing the Successful Bidder's quality control test procedures and results. Maintain effective quality control until final project acceptance.

A LOT is defined as an isolated quantity of a specified material produced from a single source or operation, or it is a measured amount of specified construction produced by the same process. In order to change the process, thereby necessitating the termination of the current LOT and starting a new LOT, submit a written request, with justification, to the County for approval. Obtain the County's approval prior to making the process change.

Perform all quality control sampling and testing of materials in strict conformance with the Florida Method of Sampling and Testing as found in the Field Sampling and Testing Manual. The County will perform all acceptance sampling and testing of materials in strict conformance with the Florida Method of Sampling and Testing as found in the Field Sampling and Testing Manual. This manual, developed and distributed by the FDOT Materials Office, contains the detailed sampling and testing procedures from AASHTO and ASTM as modified by the County.

Acceptance Plans

Payment Based on Acceptance Results: The County will adjust the payment for each LOT of material, product, item of construction or completed construction on the basis of acceptance test results in accordance with the requirements specified hereinafter in the applicable Sections.

Resampling of LOTs: The County requires that LOTs of materials, products, items of construction or completed construction meet the requirements of these Specifications at the time of submission. The County will not take check samples for acceptance purposes.

Referee System: The County has established a referee system to verify the validity of the acceptance test results on LOTs at the asphalt plant. The County will evaluate the acceptance test results with data from split samples run by the District and Central

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Labs. The County will make a final determination and disposition of the acceptance test results. Acceptance results will be considered non-representative if the test results from the Field and Referee samples differ by more than 0.44% for asphalt content when obtained by the use of FM 5-563 or 0.56% for FM 5-544. Acceptance results for gradation will be considered non-representative if the test results from the Field and Referee samples differ by more than the precision values given in Figure 2 of FM 1-T 030 when using FM 5-563 or Figure 2 of FM 5-545 when using FM 5-544. When the referee analysis indicates that one or more test results are not representative, the County will discard the non-representative test value(s) and base payment calculations for the LOT (including the sublot with the non-representative test values) on the remaining sublot(s) test data as defined in 331-6.

Quality Control by the Successful Bidder: Provide and maintain a quality control system that provides reasonable assurance that all materials, products and completed construction submitted for acceptance meet County requirements. Develop and maintain a quality control system in conformance with the following requirements:

SUCCESSFUL BIDDER QUALITY CONTROL SYSTEM

I. SCOPE:

These Specifications establish minimum requirements and activities for a Successful Bidder quality control system. These requirements pertain to the inspections and tests necessary to substantiate material and product conformance to specification requirements and to all inspections and tests required by the County.

II. FUNCTIONS AND RESPONSIBILITIES:

1. The County will verify the Successful Bidder's design mixes, inspect plants and monitor control of the operations to ensure conformance with these Specifications. The County will design all open-graded friction mixes (FC-2 and FC-5).

At no time will the County issue instructions to the Successful Bidder as to the setting of dials, gauges, scales and meters. However, the County may question and warn the Successful Bidder against the continuance of any operations or sequence of operations that obviously do not result in satisfactory compliance with the requirements of these Specifications.

2. The Successful Bidder. Submit in writing the proposed Quality Control Plan for each asphalt plant for the County's approval. Maintain the approved Quality Control Plan in effect for the plant to which it is assigned until the County rejects it in writing. Include in the plan the sampling, testing, inspection and the anticipated frequencies of each to maintain process control. A recommended series of sampling, testing and inspecting activities are shown in Table 331-4.

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Table 331-4
RECOMMENDATIONS FOR A SUCCESSFUL BIDDER QUALITY CONTROL PLAN

A. All Types of Plants
1. Stockpiles
   a. Place materials in the correct stockpile.
   b. Use good stockpiling techniques.
   c. Inspect stockpiles for separation, contamination, segregation, etc.
2. Incoming Aggregate
   a. Obtain gradations and bulk specific gravity (BSG) values from the aggregate supplier.
   b. Determine gradation of all component materials.
   c. Compare gradations and BSG to mix design.
3. Cold Bins
   a. Calibrate the cold gate/feeder belt settings.
   b. Observe operation of cold feed for uniformity.
4. Dryer
   a. Observe pyrometer for aggregate temperature control.
   b. Observe efficiency of the burner.
5. Hot Bins
   a. Determine gradation of aggregates in each bin.
   b. Determine theoretical combined grading.
6. Bituminous Mixture
   a. Determine asphalt content.
   b. Determine mix gradation.
   c. Check mix temperature.
   d. Verify modifier addition.

B. Batch Plants
1. For batch weights, determine percent used and weight to be pulled from each bin to ensure compliance with the mix design.
2. Check mixing time.
3. Check operations of weigh bucket and scales.

C. Continuous Mix Plant
1. Determine gate calibration chart for each bin.
2. Determine gate settings for each bin to ensure compliance with the mix design.
3. Determine gallons [cubic meters] per revolution or gallons [cubic meters] per minute to ensure compliance with the mix design.

D. Drum Mixer Plant
1. Calibrate the cold feed and prepare a calibration chart for each cold gate.
2. Develop information for the synchronization of the aggregate feed, reclaimed asphalt pavement (RAP) feed and the bituminous material feed.

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3. Calibrate the weigh bridge on the changing conveyor.

The activities shown in Table 331-4 are the normal activities necessary to control the production of bituminous concrete at an acceptable quality level. The County recognizes, however, that depending on the type of process or materials, some of the activities listed may not be necessary and, in other cases, additional activities may be required. The frequency of these activities will also vary with the process and the materials. When the process varies from the defined process average and variability targets, increase the frequency of these activities until the proper conditions are restored. Take one sample and test for every 1,000 tons [900 metric tons] of incoming aggregate (including RAP) as it is stockpiled. Test RAP material for extracted gradation and asphalt content.

Plot and keep up-to-date control charts for all quality control sampling and testing. Provide control charts for the following:

a. gradation of incoming aggregates
b. gradation and asphalt content of RAP
c. combined gradations of hot bins
d. extracted asphalt content
e. mix gradation
f. gradation of cold feed (drum mixers)

Post all current control charts in the asphalt lab where they can be seen.

Formulate all design mixes with the exception of open-graded friction mixes (FC-2 and FC-5). Submit design mixes to the County for verification prior to their use. Provide process control of all materials during handling, blending, mixing and placing operations.

III. QUALITY CONTROL SYSTEM:

1. General Requirements. Furnish and maintain a quality control system that provides reasonable assurance that all materials and products submitted to the County for acceptance meet the specification requirements. Perform, or have performed, the inspection and tests required to substantiate product conformance to specification requirements, and also perform, or have performed, all inspections and tests otherwise required by the County. Keep a quality control technician, who has been certified by the County as a Qualified Asphalt Plant Technician (Plant Level II), available at the asphalt plant at all times when producing asphalt mix for the County. Place a person in responsible charge of the paving operations who is qualified by the County as a Qualified Asphalt Paving Technician (Paving Level II). Document the quality control procedures, inspection and tests, and make that information available for review by the County throughout the life of the Blanket Purchase Order.

2. Documentation. Maintain adequate records of all inspections and tests. Record the nature and number of tests made, the number and type of deficiencies found, the quantities approved and rejected, and the nature of corrective action taken, as appropriate. The County may review and approve all documentation procedures prior to the start of the work. The County will take ownership of all charts and records

documenting the Successful Bidder's quality control tests and inspections upon completion of the work.

3. Charts and Forms. Record all conforming and nonconforming inspections and test results on approved forms and charts, and keep them up to date and complete and make them available at all times to the County during the performance of the work. Prepare charts of test properties for the various materials and mixtures on forms that are in accordance with the applicable requirements of the County.

The County will furnish a copy of each applicable chart and form. Provide a supply of the charts and forms from the copy furnished. Obtain the County's approval of non- standard forms and charts prior to using them.

4. Corrective Actions. Take prompt action to correct any errors, equipment malfunctions, process changes or other problems that result or could result in the submission of materials, products or completed construction that do not meet the requirements of these Specifications. When it becomes evident to the County that the Successful Bidder is not controlling his process and is making no effort to take corrective actions, the County will require the Successful Bidder to cease plant operations until such time as the Successful Bidder can demonstrate that he can and is willing to control the process.

5. Laboratories with Measuring and Testing Equipment. Furnish a fully equipped asphalt laboratory (permanent or portable) at the production site, and meeting the following requirements:

a. Area - Provide an effective working area for the laboratory that is a minimum of 180 ft^2 [17 m^2]. This area does not include the space for desks, chairs and file cabinets.

b. Lighting - Provide lighting in the lab adequate to illuminate all areas of work.

c. Temperature Control - Equip the lab with heating and air conditioning units that provide a satisfactory working environment.

d. Ventilation - Equip the lab with fume hoods and exhaust fans that will remove all hazardous fumes from within the laboratory in accordance with OSHA requirements.

e. Equipment and Supplies - Furnish the lab with the necessary sampling and testing equipment, and supplies, for performing Successful Bidder quality control and County acceptance sampling and testing. A detailed list of equipment and supplies required for each test is included in the Field Sampling and Testing Manual.

f. When running plants at a high production rate, furnish additional testing equipment as necessary to allow the completion of the Successful Bidder's quality control tests and the County's Acceptance tests within the specified time frame.

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6. Sampling and Testing. Use the sampling and testing methods and procedures that the County provides to determine quality conformance of the materials and products. The County will use these same methods and procedures for its acceptance tests. Include the sampling for other material characteristics on a random basis and the plotting of the test results on control charts in the Quality Control Plan.

7. Alternative Procedures. The Successful Bidder may use alternative sampling methods, procedures and inspection equipment when such procedures and equipment provide, as a minimum, the quality assurance required by the Specification Documents. Prior to applying such alternative procedures, describe them in a written proposal and demonstrate for the County's approval that their effectiveness is equal to or better than the Specification requirements. In case of dispute as to whether certain proposed procedures provide equal assurance, use the procedures stipulated by the Specification Documents.

8. Nonconforming Materials. Establish and maintain an effective and positive system for controlling nonconforming materials, including procedures for identification, isolation and disposition.

Reclaim or rework nonconforming materials in accordance with procedures acceptable to the County. Discuss the details of this system at the preconstruction conference, and make these details a part of the record of the conference.

9. County Inspection at Subcontractor or Supplier Facilities. The County reserves the right to inspect materials not manufactured within the Successful Bidder's facility. The County's inspection does not constitute acceptance and does not, in any way, replace the Successful Bidder's inspection or otherwise relieve the Successful Bidder of his responsibility to furnish an acceptable material or product. When the County inspects the subcontractor's or supplier's product, such inspection does not replace the Successful Bidder's responsibility to inspect such subcontractor's or supplier's product.

10. Inspect subcontracted or purchased materials when received, as necessary, to ensure conformance to Specification requirements. Report to the County any nonconformance found on County source-inspected material, and require the supplier to take necessary corrective action.

Defective Materials

Acceptance or Rejection: Following the application of the appropriate acceptance plan, the County will make the final decision as to the acceptance, rejection or acceptance at an adjusted payment of the LOTs.

Disposition of LOTs: For nonconforming LOTs of materials, products, items of construction or complete construction that are not adaptable to correction by reworking, either remove and replace the nonconforming work, or accept no payment or an adjusted payment as stated in these Specifications, or, if not stated, as directed by the County.

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General Basis of Adjusted Payment for Deficiencies: When the County determines that a deficiency exists, the County will apply the applicable payment factor as shown in these Specifications to the entire LOT. When the County determines that multiple deficiencies exist, the County will apply an adjustment to the LOT of material that is identified by each deficiency. The County will apply the adjustment for each deficiency separately as it occurs. The County will not allow an adjustment to be affected by any other adjustment occurring for the same LOT. As an exception to the foregoing requirements, when there are two or more deficiencies in the gradation acceptance tests (% pass No. 4 [4.75 mm] sieve, % pass No. 10 [2.0 mm] sieve, % pass No. 40 [425 µm sieve], % pass No. 200 [75 µm] sieve) the County will only apply the greater adjustment. The County will express all reductions in payment in terms of equivalent pay items at no pay. When the item is measured by the ton [metric ton], the County will convert the LOT in the field, which is measured in feet [meters], to equivalent tons [metric tons] and by using the average calculated spread for that LOT. When the pay item is measured by the square yard [square meter], the County will convert the LOT at the production point, which is measured in tons [metric tons], to equivalent square yards [square meters] at the design thickness and by using the laboratory density as a conversion factor.

Acceptance of the Mixture at the Plant

General: The County will accept the bituminous mixture at the plant, with respect to gradation and asphalt content, on a LOT to LOT basis. The material will be tested for acceptance in accordance with the provisions of 331-5 and the following requirements. However, the County will reject any load or loads of mixture which are unacceptable for reason of being excessively segregated, aggregates improperly coated, or of excessively high or low temperature for use in the work.

For initial use of a Type S or FC-3 mix design with a Florida limestone source north of the 28th parallel at a particular plant, limit the first day's production to a maximum of 300 tons [275 metric tons]. Resume production upon notification of acceptable Marshall Properties as determined in accordance with 331-6.4.

A standard size LOT at the asphalt plant will consist of 4,000 tons [3,600 metric tons] with four equal sublots of 1,000 tons [900 metric tons] each. As an exception, the first LOT for the initial use of a Type S or FC-3 mix design with a particular plant will consist of four sublots, the first sublot of 500 tons [450 metric tons] or the first day's production (300 tons [275 metric tons] maximum for mix design with a Florida limestone source north of the 28th parallel), the second sublot of 500 tons [450 metric tons], and the remaining two sublots of 1,000 tons [900 metric tons] each.

A partial LOT may occur due to the following:

(1) the completion of a given mix type on a project.

(2) An approved LOT termination by the County due to a change in process, extended delay in production, or change in mix design.

If the partial LOT contains one or two sublots with their appropriate test results, then the previous full-size LOT will be redefined to include this partial LOT and the evaluation of

the LOT will be based on either five or six sublot determinations. If the partial LOT contains three sublots with their appropriate test results, this partial LOT will be redefined to be a whole LOT and the evaluation of it will be based on three sublot determinations.

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When the total quantity of any mix is less than 3,000 tons [2,700 metric tons], the partial LOT will be evaluated for the appropriate number of sublots from n=1 to n=3. When the total quantity of any mix type is less than 500 tons [450 metric tons], the Department will accept the mix on the basis of visual inspection. The Department may run extraction and gradation analysis for information purposes; however, the provisions for partial payment will not apply.

On multiple blanket purchase orders (projects), the LOT(s) at the asphalt plant will carry over from project to project.

Acceptance Procedures: Control all operations in the handling, preparation, and mixing of the asphalt mix so that the percent bitumen and the percents passing the No. 4, No. 10, No. 40 and No. 200 [4.75 mm, 2.00 mm, 425 µm and 75 µm] sieves will meet the approved job mix formula within the tolerance shown in Table 331-6.

Table 331-6
Tolerances for Acceptance Tests

Characteristic	Tolerance*
Asphalt Content (Extraction)	±0.55%
Asphalt Content (Printout)	±0.15%
Passing No. 4 [4.75 mm] sieve	±7.00%
Passing No. 10 [2.00 mm] sieve	±5.50%
Passing No. 40 [425 µm] sieve**	±4.50%
Passing No. 200 [75 µm] sieve	±2.00%

*Tolerances for sample size of n=1. See Table 331-7 for other sample sizes n=2 through n=6.
**Applies only to Types S-I, S-II, S-III, and FC-3.

Acceptance of the mixture will be on the basis of test results on consecutive random samples from each LOT. One random sample will be taken from each sublot. The bituminous mixture will be sampled and tested at the plant as specified in 331-4.4.2.

Calculations for the acceptance test results for bitumen content and gradation (percentages passing No. 4, No. 10, No. 40 and No. 200 [4.75 mm, 2.00 mm, 425 µm and 75 µm] sieves) will be shown to the nearest 0.01. Calculations for arithmetic averages will be carried to the nearest 0.001 and rounded to the nearest 0.01 in accordance with the County's rules of rounding.

Payment will be made on the basis of Table 331-7, "Acceptance Schedule of Payment". The process will be considered out of control when the deviation of any individual test result from the mix design falls in the 80% pay factor for the "one test" column of Table 331-7. When this happens, the LOT will be automatically terminated and production stopped. The approval of the County will be required prior to resuming production of the mix. Acceptance of the LOT will then be determined in accordance with Table 331-7.

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All acceptance tests will be completed on the same day the sample was taken, when possible, and on no occasion will they be completed later than the following work day.

Table 331-7
Acceptance Schedule of Payment (Asphalt Plant Mix Characteristics)

Average of Accumulated Deviations of the Acceptance Tests from the Mix Design.						
Pay Factor	1-Test	2-Tests	3-Tests	4-Tests	5-Tests	6-Tests
Asphalt Cement Content (Extraction - FM 5-544 or 5-563)						
1.00	0.00-0.55	0.00-0.43	0.00-0.38	0.00-0.35	0.00-0.33	0.00-0.31
0.95	0.56-0.65	0.44-0.50	0.39-0.44	0.36-0.40	0.34-0.37	0.32-0.36
0.90	0.66-0.75	0.51-0.57	0.45-0.50	0.41-0.45	0.38-0.42	0.36-0.39
0.80*	over 0.75	over 0.57	over 0.50	over 0.45	over 0.42	over 0.39
Asphalt Cement Content (Printout)						
1.00	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15
0.95	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25
0.90	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35
0.80*	over 0.35	over 0.35	over 0.35	over 0.35	over 0.35	over 0.35
No. 4 [4.75 mm] sieve**						
1.00	0.00-7.00	0.00-5.24	0.00-4.46	0.00-4.00	0.00-3.68	0.00-3.45
0.98	7.01-8.00	5.25-5.95	4.47-5.04	4.01-4.50	3.69-4.13	3.46-3.86
0.95	8.01-9.00	5.96-6.66	5.05-5.62	4.51-5.00	4.14-4.58	3.87-4.27
0.90	9.01-10.00	6.67-7.36	5.63-6.20	5.01-5.50	4.59-5.02	4.28-4.67
0.80*	over 10.00	over 7.36	over 6.20	over 5.50	over 5.02	over 4.67
No. 10 [2.00 mm] sieve**						
1.00	0.00-5.50	0.00-4.33	0.00-3.81	0.00-3.50	0.00-3.29	0.00-3.13
0.98	5.51-6.50	4.34-5.04	3.82-4.39	3.51-4.00	3.30-3.74	3.14-3.54
0.95	6.51-7.50	5.05-5.74	4.40-4.96	4.01-4.50	3.75-4.18	3.55-3.95
0.90	7.51-8.50	5.75-6.45	4.97-5.54	4.51-5.00	4.19-4.63	3.96-4.36
0.80*	over 8.50	over 6.45	over 5.54	over 5.00	over 4.63	over 4.36
No. 40 [425 µm] sieve**						
1.00	0.00-4.50	0.00-3.91	0.00-3.65	0.00-3.50	0.00-3.39	0.00-3.32
0.98	4.51-5.50	3.92-4.62	3.66-4.23	3.51-4.00	3.40-3.84	3.33-3.72
0.95	5.51-6.50	4.63-5.33	4.24-4.81	4.01-4.50	3.85-4.29	3.73-4.13
0.90	6.51-7.50	5.34-6.04	4.82-5.39	4.51-5.00	4.30-4.74	4.14-4.54
0.80*	over 7.50	over 6.04	over 5.39	over 5.00	over 4.74	over 4.54
No. 200 [75µm] sieve**						
1.00	0.00-2.00	0.00-1.71	0.00-1.58	0.00-1.50	0.00-1.45	0.00-1.41
0.95	2.01-2.40	1.72-1.99	1.59-1.81	1.51-1.70	1.46-1.63	1.42-1.57
0.90	2.41-2.80	2.00-2.27	1.82-2.04	1.71-1.90	1.64-1.80	1.58-1.73
0.80*	over 2.80	over 2.27	over 2.04	over 1.90	over 1.80	over 1.73
*If approved by the County based determination that the material is acceptable to remain in place, the Successful Bidder may accept the indicated partial pay. Otherwise,						

remove and replace the material at no cost to the County at any item.
**When there are two or more reduced payments for these items in one LOT of material, only the greatest reduction in payment will be applied. CAUTION: This rule applies only to these four gradation test results.
NOTES:
(1) The No. 40 [425 µm] sieve applies to Type S-I, S-II, S-III and FC-3.
(2) Deviations are absolute values with no plus or minus signs.

Automatic Batch Plant with Printout: Acceptance determinations for asphalt content for mixtures produced by automatic batch plants with printout will be based on the calculated bitumen content using the printout of the weights of asphalt actually used. Acceptance determinations for gradations (No. 4, No. 10, No. 40 and No. 200 [4.75 mm, 2.00 mm, 425 µm and 75 µm] sieves) will be based on the actual test results from extraction gradation analyses. Payment will be made based on the provisions of Table 331-7.

Additional Tests: The County reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Successful Bidder's quality control.

Determination of Marshall and Volumetric Properties: The County will determine the Marshall and Volumetric Properties of the mix at a minimum frequency of one set per LOT, to determine whether or not the produced mix is meeting the specification requirements. The County will sample and prepare test specimens and test them in accordance with FM 5-511 for Marshall Stability and flow, FM 1-T 209 for maximum specific gravity, and FM 1-T 166 for density. Volumetric properties will be determined for Type S and FC-3 mixes only.

Failing Marshall Properties: When the average value of the specimens fails to meet specification requirements for stability or flow, the County may stop the plant operations until all specification requirements can be met or until another verified mix design has been approved. Make revisions to a mix design in accordance with 331-4.3.2. If the Lab Density of the mix during production differs from the value shown on the verified mix design by more than 2 lbs/ft^3 [32 kg/m^3] for two consecutive tests, the County will revise the target value.

Failing Volumetric Properties (Type S and FC-3 mixes only): When the County determines the air void content to be less than 3.0%, or greater than 6.5%, make appropriate adjustments to the mix. When the air void content is determined to be less than 2.5% or greater than 7.0% on any one test, or less than 3.0% on two consecutive tests, cease operations until the problem has been resolved.

Resuming Production: In the event that plant operations are stopped due to a failure to meet specification requirements, obtain the County's approval before resuming production of the mix. Limit production to a maximum of 300 tons [270 metric tons]. At this time, the Marshall and volumetric properties of the mix will be verified. After the

Marshall and volumetric properties are verified, full scale production of the mix may be resumed.

Disposition of In-Place Material: Any material in-place that is represented by the failing test results (low stability, high flow, or less than 2.5% air voids) will be evaluated by the County to determine if removal and replacement is necessary. Remove and replace any in-place material, if required, at no cost to the County.

Acceptance of the Mixture at the Roadway:

Density Control Nuclear Method: Determine the in-place density of each course of asphalt mix construction using the Nuclear Density Backscatter Method as specified by FM 1-T 238 (Method B). For a completed course, obtain an average in-place LOT density of at least 98% of the valid control strip density.

Do not perform density testing on patching courses, leveling and intermediate courses less than 1 inch [25 mm] thick (or a specified spread rate less than 100 lb/yd^2

[55kg/m^2]), overbuild courses where the minimum thickness is less than 1 inch [25 mm], projects less than 1,000 feet [300 m], sections with variable width, or open-graded friction courses. Compact these courses, with the exception of open-graded friction courses in accordance with 330-10.1.2.

Control Strips: In order to determine the density of compacted asphalt mixtures for the purpose of acceptance, first establish a control strip. Construct one or more control strips for the purpose of determining the control strip density. Construct a control strip at the beginning of asphalt construction and one thereafter for each successive course. Construct a new control strip for any change in the composition of the mix design, underlying pavement structure, compaction equipment, or procedures. The County may require an additional control strip when the County deems it necessary to establish a new control strip density or confirm the validity of the control strip density being used at that time. The Successful Bidder may also request a confirmation of the control strip density. Construct the control strip as a part of a normal day's run.

Construct a control strip 300 feet [100 m] in length and of an adequately uniform width to maintain a consistent compactive effort throughout the section. When constructing the control strip, start it between 300 and 1,000 feet [100 and 300 m] from the beginning of the paving operation. Construct a control strip of a thickness that is the same as that specified for the course of which it is a part. Construct the control strip using the same mix, the same paving and rolling equipment, and the same procedures as those used in laying the asphalt course of which the control strip is to become a part. Leave every control strip in place to become a portion of the completed roadway.

In order to determine the acceptability of the control strip, make ten nuclear density determinations at random locations within the control strip after completing the compaction of the control strip. Do not make any determinations within 12 inches [300 mm] of any unsupported edge. Use the average of these ten determinations for the Control Strip Density. For purposes of determining the percent of laboratory density, as

required in Table 331-8, the County will develop a correction factor at four nuclear density locations from 6 inch [150 mm] diameter cores or by direct transmission nuclear determination where applicable. Cut the cores prior to opening the roadway to traffic. The County will calculate the percent of lab density to the nearest 0.01% and round it to the nearest 0.1%. Should the percent of lab density in a control strip exceed 99.0%, notify the County immediately.

In the event that a control strip does not meet the minimum density requirements specified in Table 331-8, take appropriate corrective actions and construct a new control strip. If three consecutive control strips fail to meet specification requirements, the County will limit production and placement of the mix to 800 to 1,000 feet [250 to 300 m], regardless of the thickness and width the Successful Bidder is placing, until the Successful Bidder obtains a passing control strip.

Once the Successful Bidder has obtained a passing control strip after a failing control strip (for the same mix, layer, and project), the County will use the passing control strip to accept all previously laid mix. In the event the Successful Bidder does not obtain a passing control strip, and this particular mix, layer, etc., is completed on the project, the County will evaluate density in accordance with FM 5-543.

Table 331-8
Roadway Requirements for Bituminous Concrete Mixes

Mix Type	Density	Minimum Control Strip Density* (% of Lab Density)	Surface Tolerance
S-I, S-II, S-III, Type II, Type III, SAHM	per 331-7	96	per 330-12
ABC-1, ABC-2, ABC-3	per 280-8.6	96	per 200-7
FC-2	No density required	N/A	per 330-12
FC-3	per 331-7	96	per 330-12
* The minimum control strip density requirement for shoulders is 95% of lab density.			

LOTs: For the purpose of acceptance and partial payment, the County will divide each day's production into LOTs. The County will close out all LOTs at the end of the day. The standard size of a LOT is 5,000 feet [1,500 m] of any pass made by the paving train regardless of the width of the pass or the thickness of the course. A sublot will be 1,000 feet [300 m] or less. The County will consider pavers traveling in echelon as two separate passes. When at the end of a production day, the completion of a given course, layer, or mix, or at the completion of the project, and a LOT size is determined to be less than 5,000 feet [1,500 m], it will be considered a partial LOT. Handle partial LOTs as follows:

If the length of the partial LOT is 2,000 feet [600 m] or less, and a previous full-size LOT from the same day, mix, layer, and project is available, then the previous full-size LOT

will be redefined to include this partial LOT and the number of tests required for the combined LOT will be as shown in Table 331-9.

If the partial LOT is 2,000 feet [600 m] or less, and a previous full-size LOT from the same day, mix, layer, and project is not available, the County will evaluate the partial LOT separately and perform the number of tests required for the partial LOT as shown in Table 331-9.

If the partial LOT is greater than 2,000 feet [600 m] long, the County will evaluate the partial LOT separately and perform the number of tests required for the partial LOT as shown in Table 331-9.

Table 331-9	
Testing Requirements for Partial LOTs	
LOT Size	Number of Tests
Less than 3,000 feet [900 m]	3
3,001 to 4,000 feet [901 to 1,200 m]	4
4,001 to 5,000 feet [1,201 to 1,500 m]	5
5,001 to 6,000 feet [1,501 to 1,800 m]	6
6,001 to 7,000 feet [1,801 to 2,100 m]	7
Greater than 7,000 feet [2,100 m]	2 LOTs

For each LOT and partial LOT, the County will make density determinations at a frequency shown in Table 331-9 at random locations within the LOT, but will not take them within 12 inches [300 mm] of any unsupported edge. The County will determine the random locations by the use of statistically derived stratified random number tables. For the Successful Bidder to receive full payment for density, the average density of a LOT shall be a minimum of 98.0% of the control strip density. Once the County determines the average density of a LOT, do not provide additional compaction to raise the average. Notify the County should the average density for two consecutive LOTs be greater than 102% of control strip density.

Acceptance: The County will accept the completed pavement with respect to density on a LOT basis. The County will make partial payment for those LOTs that have an average density less than 98.0% of the Control Strip Density based on Table 331-10:

Table 331-10	
Payment Schedule For Density	
Percent of Control Strip Density*	Percent of Payment
98.0 and above	100
97.0 to less than 98.0	95
96.0 to less than 97.0	90
Less than 96.0**	75

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* In calculating the percent of control strip density, do not round off the final percentage.
** If approved by the County, based on a determination that the material is acceptable to remain in place, the Successful Bidder may accept the indicated partial pay; otherwise, remove and replace the material at no expense to the County. The Successful Bidder may remove and replace the material at no expense to the County at any time.

Density Requirements for Small Projects and Other Non-mainline Roadway Areas: For projects less than 1,000 feet [300 m] in length and bridge projects with approaches less than 1,000 feet [300 m] each side, do not apply the requirements for control strips and nuclear density determination. Use the standard rolling procedures as specified in 330-10.1.2. Do not apply the provisions for partial payment to these small projects.

In other non-mainline roadway areas where it is not practical to establish a control strip, such as parking areas, toll plazas, turn lanes, and acceleration/deceleration lanes, the Successful Bidder may use the standard rolling procedure to determine density requirements if so authorized in writing by the County

.

Surface Tolerance: The bituminous mixture will be accepted on the roadway with respect to surface tolerance in accordance with FDOT 330-12.

Method of Measurement

The quantity to be paid for will be the weight of the mixture, in tons, completed and accepted.

The weight will be determined as provided in 320-2 (including the provisions for the automatic recordation system).

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent.

(IV.7 and IV.8) BASIS OF PAYMENT

All bid items specified shall be paid under the respective pay item noted on the Bid Form.

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A. **(IV.11) SWEEP, TACK, SPREAD AND COMPACT SP MIXES <100#**
(IV.12) SWEEP, TACK, SPREAD AND COMPACT SP MIXES >#100
(IV.13) SWEEP, TACK, SPREAD AND COMPACT 100# /SY OR MORE
(IV.14) SWEEP, TACK, SPREAD AND COMPACT 50# /SY TO 99#/SY
(IV.15) SWEEP, TACK, SPREAD AND COMPACT ROAD WIDENING
(IV.16) SWEEP, TACK, SPREAD AND COMPACT RE-BASING
(IV.17) SWEEP, TACK, SPREAD AND COMPACT PARKING LOTS
(IV.18) CUT, SQUARE, SWEEP, TACK, SPREAD AND COMPACT PATCHING

The work specified in these sections include all equipment, labor and materials necessary to sweep, tack, spread, and compact for asphaltic-concrete are established for leveling courses, thin overlays, road widening and parking lots. Straight line paving will be paid 50#/sy to 99#/sy per course and for 100#/sy per course and greater. (See general notes)

B. **(IV.18) SWEEP, TACK SPREAD AND COMPACT PATCHING**

The work specified in this section includes all equipment, labor and materials necessary to cut, square, sweep, tack, spread and compact for asphalt concrete per ton. Separated pay items for patching will be for cut, square, sweep, tack, spread and compact for asphalt-concrete per ton. (See general notes)

General Notes for A & B

Unit price determination will be based upon total quantities per each Blanket Release Order.

Example: Two 50#/sy leveling courses, each course 300 tons
2 x 300 tons = 600 tons; pay at over 500 tons unit price.

Successive leveling or surface courses comprised of or to be placed on top of SAHM, Type II, or Type III mixes shall not be placed until the previous mat has cooled sufficiently to eliminate distortion and/or displacement of that mat.

Quantities for multiple courses will be combined for unit price determination for material, labor, and equipment.

Intersecting streets shall be pulled to the radius points at a minimum, unless specified by the Pavement Manager or his representative.

Herbicide to be applied to vegetation growing within the asphalt pavement areas a minimum of 24 hours prior to resurfacing at no cost to the County.

Driveways along streets to be resurfaced shall be done on an as-required basis to provide a smooth transition to the travel surface.

Asphaltic-concrete material delivered to job site and sweep, tack, spread, and compact bid items will be combined to determine low aggregate job total for award on a Release Order basis. Where appropriate and where necessary, manhole and water valve adjustment bid items will be combined with the above items to determine low aggregate job total.

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All home owners and businesses affected by the project shall be notified a minimum of two days in advance of the beginning of the project. The notification shall be a door hanger with the Successful Bidders name and contact information including phone numbers.

(IV.11, IV.12, IV.13 IV.14, IV15, IV16 IV.17 AND IV.18) BASIS OF PAYMENT
All bid items specified shall be paid under the respective pay items noted on the Bid Form.

(IV.19) REWORK EXISTING ASPHALTIC CONCRETE PAVEMENT
Furnish all labor and equipment and material to heat, scarify, rejuvenate, reshape, add material and compact existing asphalt.

(IV.19) BASIS OF PAYMENT
All bid items specified shall be paid under the respective pay items noted on the Bid Form.

(IV.20) BITUMINOUS DOUBLE SURFACE TREATMENT
The work specified in this section consists of furnishing and applying a single or double application of bituminous surface treatment on a paved roadway or on a prepared road base, compacted to the lines, grades, and thickness established by the County and in substantial conformance with the limits established by the County.

Description: Chip Seal is a pavement surface treatment option that combines a layer of polymer modified liquid asphalt emulsion placed on a prepared base with a layer of aggregate spread and compacted while the asphalt is still liquid.

Materials
Aggregates: Crushed granite conforming to FDOT section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the county. Sampling and testing of aggregate shall be the responsibility of the Successful Bidder.

Copies of test results from the aggregate supplier shall be furnished to the county prior to the start of the surface treatment.

Liquid bituminous material for surface treatment: CRS-2h liquid bituminous material conforming to FDOT specification section 916-4.1 except as modified herein. The bituminous material shall be polymer modified. The Successful Bidder shall certify the liquid bituminous material meets the aforementioned FDOT.

The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from straight-run Venezuelan Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote work ability and minimize stripping. Additives that enhance pavement performance are subject to approval by Manatee County.

Cationic Asphalt Emulsion

Material Designation		
Test on Emulsion:	Minimum	Maximum
Viscosity, Saybolt Furol, 77 degrees F (25 C), s	---	---
Viscosity, Saybolt, 122 degrees F (50 C),	150	400

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s		
Storage Stability Test, 24-h, %*		1
Distillation (prior to addition of dilutent)		
% residue by volume of emulsion	65	---
% oil distillate by volume of emulsion	---	0.5
Tests on Residue from Distillation:	---	---
Penetration, 77 °F, 100 g., 5 sec.	70	110
Solubility in Trichloroethylene, %	97.5	---
Ductility, 77 °F, 5 cm./min., cm.	100	---

Material Samples

The County will require the Successful Bidder to sample and test each load of emulsion prior to delivery. The Successful Bidder will also provide a sample of the emulsion, on site, prior to commencing work. The County will require the Successful Bidder to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Successful Bidder will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

Equipment

Distributor: The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard.

The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

Aggregate Spreader: The aggregate spreader shall be a self-propelled unit capable of

uniformly spreading the aggregate at the required rate on a minimum width of six (6”) inches wider than the width of the lane to be treated.

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The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be equipped with a computer- controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by County.

Pneumatic Tire Rollers: The Successful Bidder shall use eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

Self-Propelled Rotary Power Broom: The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

Additional Equipment: Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Successful Bidder.

Experience

Bidders must submit a minimum of five Chip Seal project references on the Attachment "A" Contractor's Questionnaire that have been completed within the past three years. Successful Bidders may be required to submit detailed information regarding the staff that they propose for this project. Successful Bidder shall be capable of meeting all the requirements of this specification at the time of the bid.

Construction:

Layout: The Successful Bidder will be responsible for the string lining and lay out of the roadway prior to paving.

Weather and Seasonal limitations: The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Preparation of Surface: The chip seal material shall be placed on a firm unyielding prepared roadway. The Successful Bidder shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The Successful Bidder will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to make sure the road is free of loose aggregate and other debris.

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Application of Bituminous Material: Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

- **Single Chip Seal:** Application of the liquid bituminous material shall be applied at a rate of .38 -.45 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.

- **Double Chip Seal:** The second application of liquid bituminous material shall be applied at a rate of .38 - .42 gallons per square yard depending upon the size of the first layer of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first application of surface treatment.

Application of Cover Aggregate

Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 18 – 30 lbs square yard depending upon the type of road base and/or the size of the existing aggregate that is being resurfaced.

Rolling: Immediately following the first application of the cover material, roll the entire surface with a pneumatic roller, followed immediately with the steel drum roller. Cover the entire surface one time with the steel drum roller. Then, roll the cover material again with the pneumatic roller. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material. Eliminate the steel drum when rolling the second application of cover aggregate.

Apply the second application of liquid and cover material the same day as the first application, as far as it is practicable and consistent with the setting of the liquid bituminous material.

Sweeping: After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed. Following second application again broom loose aggregate from the road bed prior to the application of the fog seal. If temperatures exceed 85 degrees, it may be necessary to wait 24 hours before sweeping the first application of chip seal.

Fog Seal: Upon direction from the County, fog seal is to be applied as a separate pay item. When surface treatment has set, a fog seal is to be applied at a rate of .1 to .15 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water.

Fog seal shall then be lightly sanded at a rate of plus or minus two (2) pounds per square yard by means of a mechanical spreader. (See Specs)

General Performance

Provide completed pavement which performs to the satisfaction of the County without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

Traffic Control

The Successful Bidder shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Successful Bidder shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

(IV.20) BASIS OF PAYMENT

All bid items specified shall be paid under the square yard pay item noted on the Bid Form.

(IV.21) THIN LIFT ASPHALT MIX

The work specified in this section consists of the application procedures for rut filling and or overlaying of existing surfaces for the full pavement width with a hot mix plant product of granite screenings and PG 76-22.

Mix Design: The Successful Bidder shall provide the County with a design mix for approval prior to beginning production. Use Table 1.1 for Gradation Design Range.

Table 1.1

Sieve Size	Gradation Design Range
3/8"	100
No. 4	85-100
No. 8	60-80
No. 16	35-55
No. 30	22-38
No. 50	10-25
No. 100	5-15
No. 200	4-10

SECTION E – TECHNICAL SPECIFICATIONS

Design Requirements	
Asphalt Binder Content %	6.0-8.0
Air Voids %	4.0-8.0

Materials

Asphalt Binder Material: The bituminous material shall be PG 76-22.

Aggregate Material: The aggregate used shall be granite screenings from an approved source, obtained from the crushing of material meeting the requirements of FDOT Section 902.

Tack Coat: A tack coat, as specified in Section 300 of the FDOT Standard Specifications for Road and Bridge Construction, latest version, will be required on existing pavements that are to be overlaid with an asphalt mix.

Construction Methods

Application of SP 4.75: The SP 4.75 mix shall be placed with a conventional paver and compacted with a steel wheel roller in accordance with Section 330 of the FDOT Standard Specifications for Road and Bridge Construction, latest version, and as directed by the County. Should there be a need for herbicide application prior to placement of asphalt; the Successful Bidder shall apply the herbicide following manufacturer's recommendations.

Layer Thickness

The allowable layer thickness for SP 4.75 shall be ½" – ¾" as specified by the County.

Weather Limitations: Application must be made when the ambient temperatures are above 65 degrees F, only when other weather conditions are determined favorable by the County. Night application will not be allowed.

Acceptance at the Plant

The asphalt mixture will be accepted at the plant, with respect to gradation, air voids and asphalt binder content, on a Lot to Lot basis. However, any load or loads of mixture which, in the opinion of the County, are unacceptable for reasons of excessive segregation, aggregates improperly coated, or of excessively high or low temperature will be rejected for use in the work.

Gradation, air voids and asphalt content of the mix will be determined by the County during production at the minimum frequency of once per 1,000 ton LOT produced. The producer shall also verify the gradation, air voids and asphalt content at a frequency of once per 200 Ton Sublot or a minimum of once per day.

SECTION E – TECHNICAL SPECIFICATIONS

The Successful Bidder shall maintain split samples of each day's production for verification testing by the County. Each split sample shall be properly boxed and labeled with the Lot#, Sublot#, date and mix design number. These split samples shall be stored for a period of 30 days, and shall be provided to the County upon request in order to determine the disposition of a whole or partial lot. Should any verification test result fall outside of the tolerance listed in Table 1.1, the County will determine the removal and replacement of failing material at no cost to the County. Production shall be suspended until the County is satisfied that proper corrective action has been taken.

(IV.21) BASIS OF PAYMENT

All bid items specified shall be paid under the respective pay item noted on the Bid Form.

(IV.22, IV.23, IV.24 AND IV.25) MICRO SURFACING

The work specified in this section includes construct a micro surfacing pavement with the type of mixture specified in the release order. Micro surfacing is a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed and spread on a paved surface.

The mix shall be capable of being spread in variable thickness cross-sections (wedges, ruts, scratch courses and surfaces) which, after curing and initial traffic consolidation, resists compaction throughout the entire design tolerance range of asphalt binder content and variable thickness to be encountered. The end product shall maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing.

The mix shall be a quick-traffic system that will be able to accept straight rolling traffic one hour after application.

Materials

Emulsified Asphalt

General Requirements: Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-1h as listed in Table 335-1. The cement mixing test shall be waived for this product.

The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

The County may waive the five-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it prior to use.

Quality Tests: The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 for CSS-1h, with the additions noted in Table 335-1.

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Table 335-1 Quality Tests for Emulsified Asphalt		
AASHTO Test No.	Emulsified Asphalt Property	Specification Requirements
AASHTO T 59	Residue after Distillation (1)	62% Minimum
AASHTO T 59	Cement Mixing	NONE
Quality Tests for Emulsified Asphalt Residue		
AASHTO T 53	Softening Point	135°F (57°C) Minimum
(1) Maintain the test temperature at 350°F (177°C) for 20 minutes.		

Sampling, Certification, and Verification: For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the owning agency's designated laboratory for testing before use. When applicable, a pretest number will then be assigned by the designated laboratory, which shall be furnished with all emulsified asphalt delivered to the project.

At any time during application, the County may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the County may require the supplier to cease shipment of that pre-tested product. Further shipment of that pre-tested product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier to the satisfaction of the County. Proper sampling and handling techniques are required, and the testing shall be completed within seven days of the sample being taken. Refer to AASHTO T 40 for emulsified asphalt sampling procedures.

Aggregate

General: Use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or a combination thereof. To assure the material is 100% crushed, the parent aggregate will be larger than the largest stone in the gradation used. Use aggregate source(s) from the list of aggregates available on the Florida Department of Transportation's website and also meeting the requirements of this specification. The URL for obtaining the list of aggregates is:
hftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf.

Aggregate Quality Tests: In addition to the requirements of FDOT Standard Specification Sections 901 and 902, meet the minimum aggregate requirements of Table 335-2.

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Table 335-2 Quality Tests for Aggregate		
AASHTO Test No.	Aggregate Property	Specification Requirements
AASHTO T 176	Sand Equivalent	65 Minimum
AASHTO T 104	Soundness	15% Maximum using Na_2SO_4 or 25% Maximum using $MgSO_4$
AASHTO T 96	Abrasion Resistance (1)	30% Maximum
(1) The abrasion test will be performed on the parent aggregate.		

Gradation Requirements: When tested in accordance with AASHTO T 27 and AASHTO T 11, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type II or Type III mixture shown in Table 335- 3.

Table 335-3 Aggregate Gradation Requirements			
Sieve Size	Type II Mix Design Range Percent Passing	Type III Mix Design Range Percent Passing	Stockpile Tolerance from Mix Design Percent Passing
3/8 inch	100	100	N/A
No. 4	90 – 100	70 – 90	± 5%
No. 8	65 – 90	45 – 70	± 5%
No. 16	45 – 70	28 – 50	± 5%
No. 30	30 – 50	19 – 34	± 5%
No. 50	18 – 30	12 – 25	± 4%
No. 100	10 – 21	7 – 18	± 3%
No. 200	5 – 15	5 – 15	± 2%

The aggregate will be accepted from the stockpile located at the project. The stockpile will be accepted based on five quality control gradation tests conducted in accordance with AASHTO T 2 and one sand equivalency test conducted in accordance with AASHTO T 176. If the average of the five gradation tests is within the stockpile tolerances shown in Table 335-3 for all of the sieve sizes, and the one sand equivalent test meets the requirement shown in Table 335-2, then the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in Table 335-3 for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in blending must meet the quality tests shown in Table 335-2 before blending and must be blended in a manner to produce a consistent gradation and sand equivalent value. If the sand equivalent quality control test does not meet the criteria shown in Table 335-2, remove the stockpiled material and replace it with new aggregate.

SECTION E – TECHNICAL SPECIFICATIONS

If new aggregate is obtained or blending of aggregates is performed resulting in an aggregate that is not represented by the mix design, submit a new mix design to the County for approval prior to production of the mix.

The County may obtain stockpile samples at any time. If the average of five gradation tests conducted in accordance with AASHTO T 2 is not within the gradation tolerances shown in Table 335-3 for any sieve size, or if the sand equivalent value does not meet the requirements of Table 335-2, cease production until the problem is corrected to the satisfaction of the County.

All stockpiled aggregates shall be screened at the stockpile area prior to delivery to the paving machine to remove oversize material and non-desirable particles. The screened aggregate will be placed directly into the nurse truck or into the micro surfacing mixing machine, depending on whether continuous or truck mounted machines are used. Screened aggregate may not be placed on the ground prior to mixture laydown.

Mineral Filler: Utilize non air-entrained Portland cement or hydrated lime that is free from lumps. The county will accept the mineral filler by visual inspection. The type and amount of mineral filler shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent mineral filler may be permitted during production if it is found to result in better consistency or set times. Any changes to the percentage of mineral filler must meet the requirements of Table335-5.

Water: Utilize water that is potable and free of harmful soluble salts, reactive chemicals, or any other contaminants.

Additives: Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

Mix Design

Before work begins, the Successful Bidder shall submit a mix design to the County. The mix design must have been developed within the last year using the specific materials to be used on the project. Mix designs shall be developed by laboratories with experience in designing micro surfacing mixtures. When requested by the County, the mix design shall be verified by an independent laboratory not affiliated with the emulsion supplier or the Successful Bidder. Verification shall include confirmation of the mix design results for wet cohesion and 1hour wet track abrasion loss. Projects requiring rut filling, or multilayer application, shall also require lateral displacement confirmation.

Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria. Allow the County a maximum of one week to either conditionally verify or reject the mix design.

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Meet the requirements provided in Table 335-4. After the mix design has been approved, no substitutions to the mix design will be permitted, unless approved by the County. The County will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed.

The release order project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

Table 335-4
Mix Design Testing Requirements

ISSA Test No.	Property	Specification Requirements
ISSA TB-139(1)	Wet Cohesion: @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
ISSA TB-109	Excess Asphalt by Loaded Wheel Tester (LWT) Sand Adhesion	50 g/ft^2 Maximum
ISSA TB-114	Wet Stripping	90% Minimum
ISSA TB-100	Wet-track Abrasion Loss: One-hour Soak Six-day Soak	 50 g/ft^2 Maximum 75 g/ft^2 Maximum
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb.	5% Maximum 2.10 Maximum
ISSA TB-113(1)	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

(1) The Cohesion test and Mixing Time test should be checked and reported for the highest temperatures expected during construction.

The mix design must clearly show the proportions of aggregate, emulsified asphalt, mineral filler, water, and additive usage based on the dry weight of the aggregate. Meet the mix design component material requirements provided in Table 335-5.

Table 335-5
Mix Design Component Material Requirements

Component Materials	Specification Requirements
Residual Asphalt	5.5 to 10.5% (by dry weight of aggregate)
Mineral Filler	0.5 to 3.0% (by dry weight of aggregate)
Polymer-based Modifier	Minimum of 3.0% (solids based on asphalt weight content)
Additives	As needed
Water	As required to produce proper mix consistency

The materials (aggregates, emulsion, mineral filler, and additives) must be from the same source, grade and type used to develop the approved mix design. Any substitutions or alternate supplies must be preapproved by the County.

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Changes in the aggregate source or emulsion source requires re-validating the mix design and the performance properties. Blending, co-mingling and otherwise combining materials from two or more sources, grades or types not noted in the approved Mix Design is strictly prohibited. Aggregate stockpiles and emulsion material should be located at or near the job site in sufficient quantity for the job or designated parts of the job.

Equipment

General: Maintain all equipment, tools, and machines used in the performance of this work in satisfactory working condition at all times to ensure a high-quality product.

Mixing Equipment: Use a machine specifically designed and manufactured to place micro surfacing. Truck mounted and self-loading continuous machines are acceptable. Mix the material with an automatic-sequenced, self-propelled micro surfacing mixing machine. It shall be a continuous-flow mixing unit able to accurately deliver and proportion the mix components through a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for all mix components to maintain an adequate supply to the proportioning controls.

Self-loading continuous machines shall be capable of loading materials while continuing to lay micro surfacing, thereby minimizing construction joints. Self-loading continuous machines shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the micro surfacing material and shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment-manufacturer design.

Proportioning Device: Provide and properly mark individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additives, and water).

Spreading Equipment: Agitate and spread the mixture uniformly in the spreader box by means of twin-shafted paddles or spiral augers fixed in the spreader box. Provide a front seal to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means to hydraulically adjust the box width automatically while traveling behind the mixing unit, and be able to side shift the box to compensate for variations in the pavement geometry.

Secondary Strike-off: Provide a secondary strike-off to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box.

Rut-filling Equipment: When required by the plans, micro surfacing material may be used to fill ruts, utility cuts, depressions in the existing surface, etc.

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When rutting or deformation is less than 1/2 inch, a full width scratch course may be applied with the spreader box using a metal or stiff rubber strike-off. Ruts of 1/2 inch or greater in depth shall be filled independently with a rut-filling box, either five or six feet in width. Ruts that are in excess of 1-1/2 inch in depth may require multiple applications with the rut-filling box to restore the cross-section.

When a rut box is used, emulsified asphalt content may be reduced by 0.5% of the mix design target. Any reduction of emulsified asphalt content must be within the tolerance of the job mix formulation listed in the mix design. Material placed with the rut-filling box shall have a 1/4 inch crown to allow for traffic consolidation. Before placing subsequent lifts, allow all rut-filling material to cure under traffic for at least 24 hours.

Auxiliary Equipment: Provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment necessary to perform the work.

Calibration

Calibrate each mixing unit to be used in the performance of the work in the presence of the County prior to the start of construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. Document the individual calibration of each material at various settings, which can be related to the machine metering devices. Do not utilize any mixing unit on the project until the calibration has been completed and approved by the County. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and accepted.

Weather Limitations

Do not apply micro surfacing if either the pavement or air temperature is below 50°F and falling. Micro surfacing may be applied when both pavement and air temperatures are 45°F and rising. Do not apply micro surfacing when there is the possibility that the finished product will freeze within 24 hours. Do not apply micro surfacing in the rain or when there is standing water on the pavement. The mixture shall not be applied when weather conditions prevent opening to traffic within a reasonable amount of time, as determined by the County.

Surface Preparation

General: Remove any thermoplastic striping materials and retro-reflective pavement markers in the areas to be micro surfaced. Provide temporary striping as necessary to comply with task requirements. Immediately prior to applying the micro surfacing, clear the surface of all loose material, silt spots, vegetation, and other material that will negatively affect the quality of the micro surfacing, utilizing any standard cleaning method. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying micro surfacing. Protect manholes, valve boxes, drop inlets and other service entrances from the micro surfacing mixture by a suitable method. The County will approve the surface preparation prior to micro surfacing. No loose aggregate, either spilled from the lay-down machine or existing on the road, will be permitted.

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Cracks: If the plans call for crack filling prior to construction of the micro surfacing treatment, pre-treat any cracks in the surface of the pavement with a crack filler meeting the material requirements of FDOT Developmental Specification Section 305 prior to the application of the micro surfacing. Fill any cracks with a width greater than 1/4 inch. Do not overfill the cracks. Crack filling material must cure for a minimum of 30 days prior to application of the micro surfacing.

Rumble Strips: Where shoulders are not to be micro surfaced, prevent material from being applied to or entering any rumble strip depressions. If necessary, remove any material that enters the depressions. When rumble strips are to be micro surfaced, place a scratch course to fill the depressions prior to placing the final surface course.

Tack Coat: Place a tack coat on all concrete or brick pavement prior to constructing a micro surfacing course. In general, the County will not require a tack coat on asphalt pavements except in areas that are extremely dry or raveled, as determined by the County. If required, the tack coat should be type SS, type CSS, or the micro surfacing emulsified asphalt. It may consist of one part emulsified asphalt to three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05-0.15 gallons per square yard.

Test Strip

Construct a test strip for the County to evaluate. The test strip should be performed in similar conditions as those expected during actual application. The test strip shall be 1,000 feet in length at a location not associated with the project within reasonable proximity to the project staging area. The intention of the test strip is to assure adequate workmanship, aesthetics and that the cure time of the mixture is achievable when applied with the personnel, equipment and materials intended for use during execution of the project. Acceptable cure time is defined by the ability of the test strip to accept rolling traffic within one hour after placement. Full production may begin once the test strip has been accepted by the County.

If the County deems the test strip to be unacceptable, the Successful Bidder shall make any necessary changes. Once the County is satisfied that the cause of the problem has been remedied, the Successful Bidder may resubmit a new test strip for evaluation.

Application

General: Pre-wet the surface by fogging ahead of the spreader box with water. Adjust the rate of application of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The micro surfacing shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, balling, or unmixed aggregate in the micro surfacing mixture. Do not leave streaks, such as those caused by oversized aggregate, in the finished surface.

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If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 square yard area. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in depth or greater, when measured by placing a 10 foot straight edge over the surface.

Rate of Application: The average single application rate, as measured by the Successful Bidder, shall be in accordance with Table 335-6, unless otherwise specified

in the plans. Full width application rates must be maintained within plus or minus 2 pounds per square yard of the specified rate. Application rates are based upon the weight of dry aggregate in the mixture. The maximum thickness of any single layer of micro surfacing at the edge of the pavement shall be 1/4 inch.

Table 335-6
Rate of Application

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATE(1)	
Type II	Collectors, Local Roads, and Airport Runways	Single Application: 15-21 lbs./yd^2	Double Application (two lifts): Bottom: 14-18 lbs./yd^2 Top: 16-20 lbs./yd^2 Total: 30-34 lbs./yd^2
	Scratch or Leveling Course	As Required --- 14 lb./yd^2 (minimum)	
Type III	Interstate, Arterial Routes, and Wheel Ruts	Single Application: 18-26 lbs./yd^2	Double Application (two lifts): Bottom: 16-22 lbs./yd^2 Top: 18-22 lbs./yd^2 Total: 34-44 lbs./yd^2
	Scratch or Leveling Course	As Required --- 16 lb./yd^2 (minimum)	

(1) Suggested application rates are based upon the weight of dry aggregate in the mixture.

Joints: Prevent excessive buildup, uncovered areas, or unsightly appearance on longitudinal and transverse joints. Provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Place longitudinal joints on lane lines, where possible. Use half passes and odd-width passes only when absolutely necessary. Do not apply a half pass as the last pass of any area. Do not overlap longitudinal lane line joints by more than three inches. Do not construct joints having more than a 1/4 inch difference in elevation when measured by placing a 10 foot straight edge over the joint and measuring the elevation drop-off. Construct longitudinal joints so that water is not held at the joint. Construct transverse joints at the beginning and end project limits so that the elevation difference the micro surfacing and the adjacent pavement does not exceed ¼ inch.

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Mix Stability: Produce a micro surfacing mixture that possesses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. The mixture shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the spreader box while applying micro surfacing material under any circumstances.

Handwork: Utilize hand squeegees to provide complete and uniform coverage of micro surfaced areas that cannot be reached with the mixing machine. Lightly dampen the area to be hand worked prior to mix placement, if necessary.

Care shall be exercised to leave no unsightly appearance from handwork. When performing handwork, provide the same type of finish as that applied by the spreader box.

Lines: Construct straight lines along curbs and shoulders. Do not permit runoff on these areas. Keep lines at intersections straight to provide a good appearance. If necessary, utilize a suitable material to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than 2 inches horizontally.

Cleanup: Remove micro surfacing mixture from all areas such as manholes, gutters, drainage structures, rumble strips, and as otherwise specified by the County. On a daily basis, remove any debris resulting from the performance of the work.

Post Sweeping: If required by the County, broom the surface of any loose material within 48 hours after the completion of the micro surfacing. If directed by the County, perform this operation again approximately seven to ten days after completion of the micro surfacing as needed. Additionally, clean the surface, as necessary, prior to application of the final pavement markings.

Quality Control and Assurance.
General: Produce a mixture that will meet the mix design and the quality control (QC) tolerances specified in Table 335-7. Notify the County immediately if QC test results exceed the tolerances specified in Table 335-7, and stop mix production. Identify the cause of the deviation, and determine the corrective action necessary to bring the mixture into compliance. Obtain the County's approval before resuming work.

The County reserves the right to verify, at agency cost, QC test accuracy by an independent laboratory not heretofore associated with the project. If the County identifies a condition that causes an unsatisfactory micro surfacing treatment, immediately stop production work and correct the defect at no additional cost.

SECTION E – TECHNICAL SPECIFICATIONS

Table 335-7 Micro Surfacing Quality Control Tolerances							
Aggregate Gradation Tolerances (±)							
Sieve Size	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
Tolerance	5.0%	5.0%	5.0%	5.0%	4.0%	3.0%	2.0%
General Quality Control Tolerances (±)							
Parameter				Tolerance			
Asphalt Cement Content Single Test				0.5% from mix design			
Asphalt Cement Content Daily Average				0.2% from mix design			
Application Rate (as determined by 1,000 ft yield checks)				2 lb./yd^2			
Sand Equivalent Test (ASTM D2419)				7% from mix design			

Successful Bidder's Quality Control Plan: Provide and follow a QC plan that will maintain QC for production and construction processes. Provide the County with a copy of the QC plan for review and approval before the pre-construction meeting. Include, at a minimum, the following items:

The source materials used on the project.
Sampling and testing methods used to determine compliance with material specifications.
The equipment to be used on the project.
Calibration method used to determine compliance with the mix design.
Pavement cleaning and preparation procedure.
Plan for protecting micro surfacing mixture from damage by traffic.
Procedure for monitoring initial acceptance requirements.
An action plan demonstrating adjustments of the micro surfacing operation for adverse environmental conditions.

Minimum Sampling and Testing Frequency

Fine Aggregate Gradation: Sample fine aggregate from the project stockpile and test for gradation and sand equivalency. Perform one test per 500 tons of fine aggregate.

At the discretion of the County an alternative would allow certification of an entire stockpile. The stockpile will be accepted based on five quality control gradation tests conducted in accordance with AASHTO T 2 and five sand equivalency tests conducted in accordance with AASHTO T 176. If the average of the five gradation tests is within the stockpile tolerances shown in Table 335-3 for all of the sieve sizes and the five sand equivalent tests meets the requirement shown in Table 335-2, then the stockpile is accepted.

Asphalt Content: Calculate the percent asphalt content of the mixture at least three times per day. The County on-site representative shall randomly determine the timing for the readings used to calculate asphalt content.

SECTION E – TECHNICAL SPECIFICATIONS

Application Rate: Calculate the yield of the course placed at least three times per day. The County on-site representative shall randomly determine the timing for the readings used to calculate application rate.

Documentation: Complete a daily report that includes the following information:

Job number
Route/Street Name(s)
County's On-Site Representative
Date
Air temperature – Min/Max (during application)
Unit weight of emulsion (pounds per gallon)
Beginning and ending application locations
Counter readings (beginning, ending, and total difference)
Total area (square yards)
Aggregate weight
Gallons of emulsion
Application rate (pounds per square yard)
Successful Bidder's authorized signature
QC aggregate properties (if required)
Asphalt emulsion bill of lading(s)

Acceptance

Allow the County access to in-progress work for quality assurance review and testing. Upon completion of work, schedule an inspection with the County. The County will note deficiencies. Any deficiencies identified during this process will be addressed by the Successful Bidder at no additional cost.

(IV.22, IV.23, IV.24 AND IV.25) BASIS OF PAYMENT

The micro surfacing (referencing FDOT No. 335-1) shall be paid for at the unit price per square yard, completed and accepted. Such price and payment shall be full compensation for performing all work included in this section, and shall include the cost of all materials, including the cost of the emulsified asphalt and aggregate. Crack sealing, if required, shall be paid for under the appropriate pay item.

(IV.26) CONSTRUCTION SEALING OF ASPHALTIC CONCRETE SURFACES COURSES WITH AN ASPHALT REJUVENATING AGENT
(IV.27) RESTORATIVE SEALING OF ASPHALT PAVEMENT WITH ASPHALT REJUVENATIVE AGENT RESTRICTIVE SEAL
(IV.28) ASPHALT REJUVENATING AGENT
(IV.29) ASPHALT REJUVENATING EMULSION

The work specified in the section shall consist of furnishing all labor, equipment, and material, in performing all operations necessary for the rejuvenation and in-depth sealing of asphaltic-concrete surface course by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water, complete, in accordance with the specifications, the applicable drawings and subject to the terms and conditions of the blanket purchase order.

SECTION E – TECHNICAL SPECIFICATIONS

MATERIAL

The asphalt rejuvenating agent shall be composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the following physical and chemical requirements.

SPECIFICATIONS
Test Method Requirements

Tests		ASTM	AASHTO	Min.	Max.
Test on Emulsion:					
Viscosity @ 25˚C, SFS	I	D244	T-59	15	40
Residue, % W (1)		D244 (Mod.)	T-59(Mod.)	60	65
Miscibility Test (2)		D244 (Mod.)	T-59(Mod.)	No	
Coagulation					
Sieve Test, % W (3)		D244 (Mod.)	T-59(Mod.)		0.1
Particle Charge Test		D244	T-59		
Positive					
Percent Light Transmittance (4)		GB	GB	30	

Test on Residue from Distillation:

	ASTM	AASHTO	Min.	Max.
Flash Point, COC, ˚C	D-92	T-48	196	-
Viscosity @ 60˚C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6
$PC + A_1$ (5)				
$S + A_2$ (5)				
PC/S Ratio	D-2006-70	-	0.5	-
Saturated Hydrocarbons, S (5)	D-2006-70		21	28

A. ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

B. Test procedure identical with ASTM D-244 except that 0.2 Normal Calcium Chloride solution shall be used in place of distilled water.

C. Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

D. Test procedure is attached.

SECTION E – TECHNICAL SPECIFICATIONS

E. Chemical composition by ASTM Method D-592006-70:

PC = Polar Compounds A_1 = First Acidaffins
A_2 = Second Acidiaffins S = Saturated Hydrocarbons

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer; such satisfactory service being based on the capability of the material to significantly decrease the viscosity and increase penetration value of the asphalt binder in the pavement surface to depth of at least three eighths inch (3/8") and to seal the pavement in-depth to the intrusion of air and water.

The bidder should submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements; and previous use documentation and test data conclusively demonstrating that the rejuvenating agent has been used successfully for a period of five years by government agencies as to the required change in asphalt binder viscosity and penetration number. Testing data shall be submitted indicating such product performance. The product RECLAMITE, or approved equal, is acceptable for these requirements.

PRODUCT STANDARDS AND ALTERNATES

The name or (brand) named in this specification, whether or not the words **"or approved equal"** are used, shall be known as standard. The price bid shall be based on the standard specified herein. Should a bidder wish to submit a bid for an Alternate to the standard specified; bidder shall indicate "Alternate Bid" on the Bid Form and submit the following:

1. List the proposed Alternate on the Bid Form with the product name and price.

2. Furnish complete specifications and descriptive literature for the Alternate as well as a one-gallon sample of the material proposed for use. Such descriptive detailed information shall be complete and at least equal in detail to the specification requirements for the standard item for which the alternate is offered.

The Alternate will be given consideration by the County. The Successful Bidder may furnish only those Alternate items included in his bid and approved by the County prior to award of blanket purchase order.

PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE OF EMULSIONS

A. APPARATUS

1. Container may be glass, plastic or metal having a capacity of 6,000 ml.

SECTION E – TECHNICAL SPECIFICATIONS

2. Graduated cylinder, 1,000 ml, or greater.

3 Light transmittance measuring apparatus, such as Bausch and Lomb or Lumitron spectrophotometer.

4. Graduated pipette having 1 ml capacity to 0.01 ml accuracy.

5. Suction bulb for use with pipette.

6. Test tubes compatible with spectrophotometer, ¾ " x 6", Bausch and Lomb, Catalog #33-17-81, (B&L).

B. CALIBRATION OF SPECTROPHOTOMETER

1. Calibrate spectrophotometer as follows:
(a) Set wavelength at 580 mu,
(b) Allow spectrophotometer to warm-up thirty minutes,
`` (c) Zero percent light transmittance (%LT) scale,
(d) Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full,
(e) Place tube in spectrophotometer and set %LT scale at 100, and (f) Repeat steps (c) and (e) two times or until no further adjustments are necessary.

2. Calibrate the emulsion samples test tube as follows:
(a) Rinse out test tube with tap water three times and fill to top of circle mark,
(b) Calibrate spectrophotometer,
(c) Test tube may be used for the emulsion samples. If the %LT is not 100, repeat steps (a) through (c) with other test tubes until one is found with a reading of 100% LT.

C. PROCEDURE

1. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.

2. Place 2,000 ml tap water in container.

3. Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside pipette.

4. Using suction bulb, blow emulsion into container.

5. Rinse pipette by sucking in diluted emulsion solution and blowing out. Continue until pipette is clean.

6. Clean pipette with soap or solvent and water. Rinse with acetone.

7. Stir diluted emulsion thoroughly.

8. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.

9. Calibrate spectrophotometer.

SECTION E – TECHNICAL SPECIFICATIONS

10. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest integer.

11. Repeat steps 9 and 10 until three identical consecutive readings are achieved.

SECTION E – TECHNICAL SPECIFICATIONS

12. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

If no Alternate is indicated on the Bid Form, the Successful Bidder shall furnish the standard (brand) specified. Should the Alternate offered be found unacceptable by the County based on the data submitted with the bid and/or no bid is entered on the Bid Form for the standard, then said bid will be considered non-responsive.

APPLICATION TEMPERATURE

The temperature of the emulsion at the time of application shall be as recommended by the manufacturer.

HANDLING OF ASPHALT REJUVENATING AGENT

Contents in tank cars or storage tanks shall be circulated at least ten minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be introduced into the distributor with enough force to cause agitation and thorough mixing of the two materials.

To prevent foaming, the discharge end of the water hose or pipe which shall be used as a spreader shall be kept below the surface of the material in the distributor. It will be cleaned of all of its asphalt materials and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the County.

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the emulsion uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent.

Distributor equipment shall include full circulation spray bars, pump, tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas or patches inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor rate and uniformity of distribution shall be made when directed by the County.

WEATHER LIMITATIONS

The emulsion shall be applied only when the existing surface to be treated is thoroughly dry and when the weather is clear and is not threatening to rain. The emulsion shall not be applied when the atmospheric temperature is below 40 degrees F.

APPLICATING EQUIPMENT:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires.

SECTION E – TECHNICAL SPECIFICATIONS

The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate. The rate of application shall be computer controlled such that the selected rate of application remains constant at any variation in speed of the vehicle.

Distributor equipment shall include full circulation spray bars, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the County.

The truck used for applying sand shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the sand onto driveways or tree lawns.

The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the County.

APPLICATION

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the County following field testing.

Where more than one application is to be made, succeeding applications shall be made

as soon as penetration of the preceding application has been completed and the County grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the County, shall have the required amounts applied in two or more applications as directed.

After the rejuvenating emulsion has penetrated, a light coating of sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the County. The sand shall be swept and removed from the streets and properly disposed of at the Successful Bidder's expense within 24 hours of application.

The Successful Bidder shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the County, the Successful Bidder shall take representative samples of material for testing.

The rejuvenating agent shall be applied by an experienced applicator of such material. The applicator shall have a minimum of three years' experience in applying the product proposed for use. He should submit with his bid a list of the last five projects on which he applied said rejuvenator. He is to indicate the project date, number of square yards treated in each and the name and telephone number of the contact for each project.

STREET SWEEPING

The Successful Bidder shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand-brooming, power blowing or other approved methods. If, in the opinion of the County, the hand cleaning of the pavement surface is not sufficient than a self-propelled street sweeper shall be used to insure complete surface cleaning.

All sand used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the County. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, after sand is swept and in the opinion of the County a condition exists on the roadway, the Successful Bidder must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of sand.

TRAFFIC

The Successful Bidder shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated.

SECTION E –TECHNICAL SPECIFICATIONS

Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the County, has become complete and the area is suitable for traffic.

When, in the opinion of the County, traffic must be maintained at all times on a particular street, then the Successful Bidder shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Successful Bidder shall be responsible for all traffic control and signing required to permit safe travel. The Successful Bidder shall notify the police and fire departments as to the streets that are to be treated each day.

If, in the opinion of the County, proper signing is not being used, the Successful Bidder shall stop all operations until safe signing and barricading is achieved.

METHOD OF MEASUREMENT
Construction sealing with rejuvenating agent will be measured by the square yard.

(IV26, IV.27, IV.28 and IV.29) BASIS OF PAYMENT
The accepted quantities for construction sealing with asphalt rejuvenating agent, measured as provided for above, shall be paid for under the respective pay item noted on the Bid Form which shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

REGULATORY COMPLIANCE
The County shall furnish applicable compliance with Florida Department of Environmental Regulation, Florida Department of Natural Resources, and U.S. Environmental Protection Agency rules and regulations. Links provided at front of technical specifications.

(IV.30) PAVEMENT MILLING
Furnish all necessary labor, equipment, and materials to cold-mill existing asphaltic-concrete surfaces to depths specified.

This item may be used to remove underlying base material after asphaltic-concrete is removed.

If two or more passes are required to remove the designated material, the unit price based on total area (number of passes times surface area) will be applied to each pass.

Example / 3,000 sy surface area: First Pass - Remove 1 ¼" asphaltic-concrete; second pass- Remove 3" shell base. 2 passes times 3,000 sy = 6,000 sy. Pay Items: First Pass- 3,000 sy x unit price 1" - 2" average cut (5,001 - 10,000 sy); Second Pass - 3,000 sy x unit price over 2" average cut (5,001 - 10,000 sy)

The County at its option can retain all materials produced from the milling process. Successful Bidder shall haul such materials to County property per cost for equipment rental (Bid Form Section III) the Successful Bidder will be responsible for the

removal/disposal of all unwanted materials and shall keep all drainage structures free of debris from the milling process.

Desired finish crown to be 5/16".

SECTION E – TECHNICAL SPECIFICATIONS

The Successful Bidder shall furnish all necessary signs, flag persons, etc. that are in keeping with good practice and/or as required by the County for traffic control.

The Successful Bidder shall be responsible to surface any milled surface within 48 hours of the milling process. **The Successful Bidder is responsible for any exposed base once the road is milled.**

A. Asphalt millings and or clean concrete debris from county projects. Calculated by weight per volume. 1" per/sy milling = 80# and 1 CY of concrete = 1800#.

(IV.31) RECLAIMED ASPHALT – CREDIT
(IV.32) RECLAIMED NON-ASPHALTIC BASE MATERIAL

When removed materials are of value and the Successful Bidder takes possession of them, the Successful Bidder will credit back to the County this amount per ton of materials according to the following conversion.

(IV.39) MANHOLE ADJUSTMENT (ADJUSTMENT RINGS) (IV.43) WATER VALVE ADJUSTMENT
(V.39) INSTALL CONCRETE COLLAR

The work specified in the section shall consist of the adjustment to manholes (MH) and water valves (WV) to be done after resurfacing has been completed. All such utility boxes to be located by Successful Bidder prior to paving. The asphalt crew shall remove all asphalt/concrete material to expose the lids per adjustment. After paving, the boxes are to be raised to meet the proper finished grade of the road. Metal rings approved by the county or concrete collar will be acceptable at the discretion of Manatee County. The traffic control is related to where the manhole actually is in the roadway and not the size of the roadway. Some structures that are right on the land lines or centerline will affect 2 lanes of traffic directly and appropriate traffic control method must be chosen but is clearly more effort than for an item affecting just one lane.

A concrete collar of 12" minimum width and 12" minimum thick Portland cement will be poured around water valves to the finished surface grades. Manholes:

1. Use 3/8" rock in concrete collars
2. Concrete collars should be 30" x 30" minimum overall
3. Use brick, concrete or iron rings to raise to grade
4. Grout inside of manhole and/or chimneys
5. Remove concrete, brick, grout or any other debris that has fallen into manhole during adjustment.

A combination of quantities (manholes and water valves) can be used to determine unit price for the total number of units. Example: 3 manholes + 4 water valves = 7 units to be paid under 6 - 10 units.

SECTION E – TECHNICAL SPECIFICATIONS

Where appropriate and when necessary, manhole and water valve adjustments will be combined with asphaltic-concrete and sweep, tack, spread, and compact bid items to determine low aggregate job total.

(IV.39 & V.39) MANHOLE and WATER VALVE ADJUSTMENT as a PART of BASE RECONSTRUCTION

The work specified in this section shall consist of the adjustment of each manhole frame, including ring & cover adjusted to proposed finished grade, precast concrete riser rings as required, all protective coatings, sealing of lift holes, rainwater protector, all materials and surface restoration, and all protective coatings and seals as applicable.

Measurement shall be for each manhole frame & cover adjusted, complete, watertight, and accepted. All components shown or called for by the Manatee County Utility Standard Detail US-2 shall be included in the unit price bid for Manhole, Adjust, and Utilities. Saw cutting, excavation, backfill, surface restoration except asphalt milling & overlay, including up to 12 inches thickness of SP12.5 asphalt, preparation ofsubgrade to

LBR 40 and compaction to 98% maximum density, all concrete, and any and all other items necessary for a completed assembly in accordance with the Blanket Purchase Order shall be included. Payment shall represent full compensation for all labor, materials, equipment and incidental items necessary to complete each manhole frame & cover adjustment, ready for approval and acceptance by the County.

(IV.39) BASIS OF PAYMENT

All bid items specified shall be paid under per each and per day and pay item noted on the Bid Form.

(IV.41) MANHOLE FRAME AND COVER, FURNISH AND INSTALL

The work specified in this section shall be made for each manhole frame & cover removed and replaced with new manhole frame and cover, adjusted to proposed finished grade, including new frame and cover, precast concrete adjustment rings, mortar, all materials and surface restoration except asphalt mill & overlay, all protective coatings and seals as applicable, sealing of lift holes, and rainwater protector. Successful Bidder shall include road restoration cost to F&I up to 12 inches thickness of SP 12.5 asphalt in 2 inch lifts around each manhole and preparation of subgrade as required by FDOT, minimum LBR 40, compacted to 98% maximum density.

Measurement and Payment shall be for each manhole frame & cover installed complete and accepted. The unit price shall be full payment for all saw cutting, excavation, bedding, backfill, dewatering, compaction, concrete, subgrade preparation, road base, asphalt pavement repair and replacement, disposal of all waste, and any and all other items necessary for a completed system in accordance with the Blanket Purchase Order Documents. All components shown or called for by the Manatee County Utility Standard Detail US-2 shall be included in the unit price bid for Manhole Frame & Cover F&I. Payment shall represent full compensation for all labor, materials, equipment and incidental items necessary to complete each manhole frame & cover, ready for approval

and acceptance by the County.

(IV.41) BASIS OF PAYMENT
All bid items specified shall be paid under the unit and per day pay items noted on the bid form.

(IV.40) FDOT MANHOLE ADJUSTMENT
The work specified in this section consists of the replacement of sanitary manhole rings and covers and/or adjustment of them to finished grade. The work also includes adjustment of valve boxes to finished grade, pavement and sidewalk removal and replacement, surface restoration, and associated Maintenance of Traffic. All work in FDOT right-of-way shall comply with FDOT standards and requirements, Utility Work Schedules, including coordination with FDOT Successful Bidders, and may include night work. Refer to the applicable FDOT contract documents for additional information. The dates and timing of the work in FDOT right of way shall be determined by FDOT and their Successful Bidders.

The Successful Bidder shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the County.

The Successful Bidder shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Blanket Purchase Order or not.

(IV.39) MANHOLE ADJUSTMENT (ADJUSTMENT RINGS)
(IV.43) WATER VALVE ADJUSTMENT
(V.53) INSTALL CONCRETE COLLAR
ESTIMATED RELEASE ORDER QUANTITIES
The quantities shown on the awarded release order are approximate and are given only as a basis of calculation upon which the award of the release order are to be made. The County does not assume any responsibility for the final quantities, nor shall the Successful Bidder claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactorily completed quantity of each item.

WORK OUTSIDE AUTHORIZED LIMITS
No payment will be made for work constructed outside the authorized limits of work.

MEASUREMENT STANDARDS
Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

AREA MEASUREMENTS
In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

SECTION E – TECHNICAL SPECIFICATIONS

(IV.40) BASIS OF PAYMENT

All bid items specified shall be paid under the per unit pay item noted on the Bid Form.

(IV.42) FDOT VALVE BOX ADJUSTMENT

The work specified in this section shall be for the adjustment of each valve box to proposed finished grade, as shown on the provided drawings or as directed by the County. Payment shall be made for each valve box adjusted, and shall represent full compensation for all labor, material and equipment, excavation, including rock, bedding, backfill, compaction, concrete, road base, asphalt pavement repair and replacement, disposal of all waste, and any and all other items necessary to complete this Bid Item.

MOBILIZATION FOR UTILITY WORK ON FDOT ROW

Preparatory work and operations in mobilizing startup and breakdown of a project, including, but not limited to, operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site.

MAINTENANCE OF TRAFFIC TO FDOT STDS. AND COORDINATION

Payment for all work included in this Bid Item will be made at the applicable per day price bid for MOT to FDOT Standards & Coordination. This pay item includes furnishing and installing all traffic control for the Work as required by FDOT and Manatee County. Payment shall represent full compensation for all labor, materials, necessary equipment, and incidentals necessary to complete the work.

(IV.42) BASIS OF PAYMENT

All bid items specified shall be paid under the per unit pay item noted on the Bid Form.

(IV.44) MOBILIZATION

The work specified in this section covers the global Successful Bidders costs (materials, labor, equipment and all incidentals) of moving into and setting up a job site. It is intended to cover costs such as but not limited to, moving of equipment and materials and other incidentals to the job site and establishment of a storage/staging area per release order for each County delivery zone.

(IV.44) BASIS OF PAYMENT

Mobilization will be paid for each release order issued for each County delivery zone. Work areas within a 1/4 mile radius (which may not be directly connected) shall be billed at one mobilization cost.

(IV.46) MAINTENANCE OF TRAFFIC

The work specified in this section covers the below pay items for Maintenance of Traffic and shall conform to the current edition of the FDOT Roadway and Traffic Design Standards and the current edition of the Federal Highway Administration's (F.H.W.A.'s) Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways, (MUTCD). Items will be paid based on the scope of each item used by day or hour.

SECTION E – TECHNICAL SPECIFICATIONS

The items are:

Crew Complete – This includes personnel and equipment to have at least self-transportation, supervision and two flaggers.

Flag Personnel – This includes personnel and equipment to have two flaggers on the job site.

Additional Flag Personnel – This includes personnel and equipment when a single additional flagger is required.

Temporary Signal Detection – This includes the labor and equipment to provide manual input to a traffic signal for vehicle detection when the project has removed the loops and the intersection must continue to operate with detection functional.

Coordination with the maintaining traffic signal authority is also included.

Law Enforcement Personnel – This includes all cost and effort needed to provide a hired, uniformed law enforcement officer with cruiser to be on site for security or traffic control.

(IV.46) BASIS OF PAYMENT

All bid items specified shall be paid under the day / per hour pay item noted on the Bid Form.

(IV.47) FULL DEPTH PAVEMENT RECLAMATION

The work specified in this section shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement and existing base course material. The manufacture of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of additives if called for by the County. The process which results in a stabilized base course, shall be accomplished in accordance with these specifications and conform to the lines and grades or as established by the County.

The remaining base material and/or sub grade may be modified to properly accommodate the stabilized base material. Any modification of this nature, if required, such as but not limited to the excavation and replacement of unsuitable materials and shaping and fine grading the sub grade, will be accomplished under separate payment items. Any movement of the stabilized base material for these modifications is also to be accomplished under a separate payment item.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the depth as directed by the County shown on the appropriate roadway section.

SECTION E – TECHNICAL SPECIFICATIONS

MATERIALS

RAP: RAP materials must meet all requirements specified in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (SSR&BC) 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

PORTLAND CEMENT: Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C 150 and AASHTO M85, for the type specified.

WATER: The water for the base course shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

SOIL: The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

LABORATORY SOIL TESTS and MIX DESIGN

Prior to base course construction, a minimum of one (1) core sample must be taken for every 5,000 square yards of the roadway. Representative samples of the RAP material, underlying base material and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for preliminary testing to determine the optimum moisture content, type of bituminous material and proportions needed to successfully complete this project. Laboratory tests of material to be reclaimed and virgin materials for use as base shall be performed to determine compliance with 3-day and 7-day minimum compressive strength requirements of the mixture and the quantity of cement required in the mix. Test specimens containing various amounts of cement are to be compacted in accordance with ASTM D558, and the optimum moisture for each amount of cement is to be determined. Actual application quantities for the Portland cement will be derived from the mix design. The minimum compressive strength requirements of the mixture shall be determined by the County. The mix design and laboratory testing shall be performed by a geotechnical engineering laboratory and all reports sealed by a professional engineer as approved by the County.

CONSTRUCTION METHODS

EQUIPMENT

Equipment shall be used which will provide the full depth reclamation follows:

a. All reclaiming equipment to be used shall have the capability of introducing and metering additives uniformly and accurately. The Successful Bidder shall ensure that positive displacement pumps accurately meter the planned amount of water and cement material and the reclaiming machine mixes it thoroughly with the RAP

and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The cement metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and cement applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

b. Apply the cement by use of a mobile cement mixer trailer capable of mixing predetermined ratios of cement and water, or by means of cyclone, screw-type or pressure-manifold type distributors. The mixing operation may be accomplished by using either the same machine used for the pulverizing operation or a separate machine designed for in-place continuous mixing approved by the engineer.

c. The use of a spreader bar attached to the cement tanker is unacceptable.

d. Maintain all equipment in a satisfactory operational condition.

WEATHER LIMITATIONS

The soil-cement base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

CONSTRUCTION METHOD

The existing pavement and base material shall be pulverized and blended so the entire mass of material shall be uniformly graded and the cement and water shall be uniformly dispersed throughout the processed material.

The pulverized material shall conform to the following gradation:

SIEVE SIZE	PERCENT PASSING
2”	98 - 100
1-1/2”	95

Material gradation may vary due to local aggregates and conditions.

The reclaimed material, cement and water shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth as shown on the plans and cross section. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

SECTION E – TECHNICAL SPECIFICATIONS

COMPACTING RECLAIMED BASE

The requirements for compaction shall include:

1. Commence rolling at the low side of the course, except leave 75 mm (3 in.), to 150 mm (6 in.) from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Successful Bidder's licensed nuclear gauge operator and witnessed by the County. A control strip of not less than 500 feet shall be constructed to develop proper rolling/compaction patterns and methods to obtain desired density.

2. Roll with a self-propelled pneumatic-tired roller (20-25 ton) and/or a double-drum vibratory roller (10 ton or larger).

3. The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 95 percent of the maximum density of laboratory specimens prepared from samples of the cement-treated base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922.

4. Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

5. Whenever there is a change in the reclaimed material or compaction method, equipment or unacceptable results occur, a new control strip shall be constructed, tested and analyzed.

6. Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained.

CONSTRUCTION JOINTS

At the end of each day's run, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the County.

SECTION E – TECHNICAL SPECIFICATIONS

FINISHING

Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density.

PROTECTION AND CURING

After the base course has been finished as specified herein, it shall be protected against drying for a period of 5 to 7 days by the application of bituminous material or other acceptable methods. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations.

The finished base course shall be kept moist continuously until the curing material is placed.

The bituminous material specified shall be uniformly applied to the surface of the completed base course at the rate of approximately 0.1 to 0.2 gallon per square yard (0.92 liter/square meter) with approved heating and distributing equipment. The exact rate and temperature of application to provide complete coverage without excessive runoff shall be as specified.

At the time the bituminous material is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material is applied.
The curing material shall be maintained and applied as needed by the Successful Bidder during the 7-day protection period so that all of the soil-cement will be covered effectively during this period.

Finished portions of soil-cement that are used by equipment in constructing an adjoining section shall be protected to prevent equipment from marring or damaging the completed work.

When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for 7 days after its construction and until it has hardened.

THICKNESS

The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness shown on the plans, except that the thickness of any one point may be within 3/4 inch (19 mm) of that shown on the plans. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the County shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Successful Bidder's expense or the deficiency deducted from the total material in place.

SECTION E – TECHNICAL SPECIFICATIONS

PREPARATION

The area to be paved with hot mix asphalt shall be graded and shaped to conform to the grades and typical cross section shown on the plans. Any soft or yielding areas in the sub grade shall be removed and replaced with acceptable soil and compacted as specified.

3) SAMPLING AND TESTING METHODS

FIELD SAMPLING AND TESTING

Presented in Table A are the materials sampling and testing procedures for Full Depth Reclamation. The sampling and testing methods referred to are either those of the American Society for Testing and Materials (ASTM) or the American Association of State Highway and Transportation Officials (AASHTO).

TESTING SURFACE

The finished surface of the reclaimed base course shall be checked with a template cut to the required cross slope and with a 15 ft. (4.572 m) straightedge laid parallel to the centerline of the roadway. All irregularities greater than 0.5 in. (13 mm) shall be corrected.

TEST FOR DEPTH OF FINISHED BASE COURSE

The depth of Reclaimed Bituminous Base Course shall be determined by measuring uncompacted reclaimed material immediately behind the screed in conjunction with measuring the milling depth prior to placement of reclaimed material. One depth measurement for each 1000 square yards of completed base course shall be made. Any section deficient by 0.5 in (12 mm) or more from the specified depth shall be removed and satisfactorily replaced by the Successful Bidder at no additional cost.

WEATHER LIMITATIONS

The recycled base course may be placed on the sub grade when the air temperature is at least 4C (40F) and rising, provided the sub grade upon which it is to be placed is not frozen or noticeably affected by frost.

TABLE A

Control Testing for Full Depth Reclamation Field Sampling & Testing

Type of Testing	Purpose of Testing	Frequency	Sample Location & Size

SECTION E – TECHNICAL SPECIFICATIONS

RAP and Soil-Cement Base Gradation, 50 mm & 37.5mm	Specification Compliance with Maximum RAP Size	Each 3,000 Square Yards or Minimum of Once Per Day[1]	From hopper, minimum weight of 9.1 kg(20 lb)[2]
Moisture-Density Relations of Soil Cement Mixtures	Establish Target for Density Specification Compliance	Each 1,000 Square Yards or Minimum of Once per Day	Sample at point of each Nuclear Density Measurement, min. weight of 15 kg (33 lbs) [3]
Compressive Strength of Soil-Cement Cylinders[4]	Check on 3-Day Design Compressive Strength	Each 3,000 Square yards or Once Per Day[1]	From hopper, minimum weight of 15 kg (33 lbs)
Portland Cement, Type I or II	Check on Specification Compliance with ASTM C150	Mill Certification Provided with each load	
In-Place Field Density[3]	To Determine Specification Compliance for Density	Each 1,000 Square yards[1]	Random locations after spreading and Compaction operations[6]
Moisture Added to RAP and soil-cement[5]	Adjustment of Water Content for Proper Mixing and Compacting/Correction of Nuclear Gauge Wet Density	Each 1,000 Square yards[1]	Reclaimed Lift Depth Sample at Point of each Nuclear Density Measurement minimum weight of 1.4kg (3lbs)
Quality of water to be used in concrete	Check on Specification Compliance with AASHTO T26	Verify source of water and potable	

Table A Notes

1. Additional sampling and testing may be required if major changes in RAP characteristics are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when considerable variability is occurring in the field test results.

2. It is recommended that RAP sampling generally should be in accordance with ASTM D 979 or AASHTO T 168 procedures for Sampling Bituminous Paving Mixtures.

3. Target densities for reclaimed mix compaction are established by the laboratory compaction of specimens in accordance with ASTM D558. Due to the variability in

thickness of some hot mix asphalt pavements to be reclaimed, an equal proportion of RAP throughout the reclaimed base course cannot be attained. Therefore, it is necessary to obtain sample for laboratory compaction at the point of each field density test location. The compacted field density is normally measured with a nuclear density/moisture gauge since it is generally not possible to obtain cores during construction. The procedure generally followed is in accordance with ASTM D 2922- Density of Soil and Soil Aggregates by Nuclear Methods-Direct Transmission Method.

4. The density obtained will be a "wet density" as conversion to a true "dry density" by the gauge is not possible with these types of mixes. A more accurate dry density may be obtained by sampling the reclaimed mix at the nuclear gauge test location, determining the moisture content by drying and correcting the gauge wet density using the sample moisture content.

5. Compressive Strength shall be determined in accordance with ASTM D1633.

6. The moisture content can be determined with ASTM D 1461 or AASHTO T 110 for Moisture or Volatile Distillates in Bituminous Paving Mixtures. Also, the moisture content appears can be determined adequately by weighing and drying to a constant weight using a forced draft oven as for ASTM D 2216 or AASHTO T 265 or by microwave oven drying as for ASTM D 4643.

7. For each length or lot size quantity specified, materials sampling can be completed on a random basis using the procedures of ASTM D 3365 for Random Sampling of Construction Materials.

DOCUMENTATION

DELIVERY TICKETS

All delivery tickets and notes regarding any materials brought to the project site to complete this Release Order must be given to the County upon delivery to the project site.

METER READING

Before the start and at the end of each day's work, the County must be permitted access to the mixing equipment in order to read the meter to verify the quantity of cement applied during the day's work.

PREVIOUS PROJECT EXPERIENCE

The Successful Bidder must provide references on the Attachment "A" Contractor's Questionnaire of five previous successfully completed projects in the State of Florida with the bid.

PAYMENT

ITEM NO.	PAY ITEM		PAY UNIT

SECTION E – TECHNICAL SPECIFICATIONS

1	Preparation, pulverizing, shaping, compaction and finishing		SY
2	Additives, (cement)		TN
3	Imported Material		CY
4	Removal of Unsuitable Material		CY

SECTION E – TECHNICAL SPECIFICATIONS

(IV.47) BASIS OF PAYMENT

All bid items specified shall be paid under the respective pay item noted on the Bid Form.

(IV.48) SAND SEAL COATING

The work specified in this section shall provide a sand seal coat composed of bituminous material applied in one application and covered with sand cover material applied in a single application. Construct this work on cement-treated subgrade.

Proportioning

Use the approximate proportions for the sand seal coat as follows:

Bituminous Material .....0.15 - 0.25 gal/yd^2 [0.7 to 1.1 L/m^2]
Cover Material ..... 0.10 - 0.20 ft^3/yd^2 [0.003 to 0.007 m^3/m^2]
The County will designate the actual spread for each material.

Materials

Bituminous Material: Meet the following requirements:

Asphalt Cement, Viscosity Grade AC-5 916-1
Emulsified Asphalt, Grade RS-2 916-4

During the months of November through April, use emulsified asphalt. During the remaining months of the year, use asphalt cement or emulsified asphalt, unless asphalt cement is specified

Cover Material: Use clean and nonplastic sand composed of hard durable grains and free from loam, roots, clay balls, and other deleterious substances. The Successful Bidder may use local sand if it meets the above requirements. Obtain the County's approval of the sand.

Weather Limitations

Do not apply bituminous material when the air temperature in the shade and away from artificial heat is less than 60ºF [15ºC] at the location where the application is to be made, or when weather conditions or the surface conditions are otherwise unfavorable.

Construction Methods

Application of Bituminous Material: Meet the requirements as specified for bituminous surface treatments in 310-9.

Application of Cover Material: Apply sand uniformly at the rate designated by the County. If the County considers it necessary for the proper distribution of the spread, lightly drag the sand with a drag broom. Roll the entire area of the sand with at least ten passes of a traffic roller. Prior to the placing of concrete pavement over the sand seal coat, remove any excess sand from the surface of the cement-treated subgrade.

SECTION E – TECHNICAL SPECIFICATIONS

(IV.48) BASIS OF PAYMENT

All bid items specified shall be paid under the square yard pay item noted on the Bid Form.

MATERIALS

The asphalt rejuvenating agent shall be composed of a petroleum resin oil base uniformly emulsified with water. The material shall have a record of satisfactory service as an asphalt rejuvenating agent. Satisfactory service being based on the capability of the material to increase the ductility, penetration and durability of the asphalt binder in the recycled asphalt. Each shipment delivered to the project shall be accompanied by a letter of compliance from the manufacturer that certifies the material conforms to the following physical properties:

Properties	Limits	ASTM Test Method
Viscosity @25°C, SFS	20-145	D-244
Sieve Test, % by weight	0.1 max.	D-244 (1)
Particle Charge Test	Positive	D-244
Cement Mixing Test, % by weight	1.80 max.	D-244
Pumping Stability	(2)	
5 day Settlement Test, % by weight	4.77 max.	D-244
Residue, % by weight	53 min.	D-244 (3)
Viscosity @ 60°C CST (4)	990-4100	D-2170
Maltene Distribution Ration (4) (5)	0.7-1.1	D-2006-70
PC/S Ratio (4) (6)	0.5 min.	D-2006-70
Asphaltenes, % by weight (4)	10.8 max.	D-2006-70

1. Distilled water shall be used in place of the sodium oleate solution.
2. Pumping stability is determined by charging 450 ml of emulsion into a one liter beaker and circulating the emulsion through a gear pump (Roper 29.B22621) having a 0.25 inch inlet and outlet. The emulsion passes if there is no significant oil separation after circulating for 10 minutes.
3. Heat the sample to 300 +/- 5F, until foaming ceases. Then cool the sample immediately and calculate the results.
4. Test is performed on the residue from the emulsion.
5. The ratio is (PC + A1) (S + A2) where:
   PC = polar compounds
   A1 = first acidaffins
   A2 = second acidaffins
   S = saturated hydrocarbons
6. PC = polar compounds and S = saturated hydrocarbons

SECTION E – TECHNICAL SPECIFICATIONS

EQUIPMENT

The equipment used for cleaning the pavement shall be capable of cleaning the pavement in accordance with this specification. The equipment used for heating, scarifying, and remixing shall be a self-contained, self-propelled unit designed for this purpose. The heating unit shall be of the radiant heat type, with sufficient capacity to heat the pavement material as necessary for efficient scarifying, remixing, and recompaction. Direct flame heating will not be permitted. The heating unit shall have shut-off controls clearly identified and easily operable both from the operator's station and from the ground. The shut-off control system shall be capable of reducing the heating element temperature from operating to near ambient in approximately 30 seconds. The machine shall have an adjustable, heated screed capable of placing the mixture to the required cross-section, profile and alignment in an acceptable, finished condition ready for compacting. Adequate provisions shall be made for the safety of persons in the vicinity of the equipment, and for preventing damage to adjacent property and facilities, public or private. The scarifying unit shall be capable of loosening and remixing the heated pavement material to the specified depth in a uniform pattern and in condition for immediate recompaction.

The equipment used for applying the asphalt rejuvenating agent shall be attached to the heater scarifier machine so it is capable of applying the rejuvenating agent in front of the scarifier tooling. The asphalt shall then be scarified and mixed with the rejuvenating agent by means of rotating augers prior to the compaction process. The equipment shall apply the asphalt rejuvenating agent at the specified rate with uniform pressure over the required width of application. The rate of application shall be hydrostatically controlled and metered to maintain the specified application rate for changes in the operating speed of the heater scarifier. A meter shall be incorporated into the distribution system for recording the quantity of asphalt rejuvenating agent applied to the scarified pavement.

COMPACTING MIXTURE

A. PROVISIONS APPLICABLE TO ALL TYPES:

1. Equipment and Sequence:
   For each paving or leveling train in operation, the Successful Bidder shall furnish a separate set of rollers with their operators. The following equipment, sequence and coverage are suggested for use based on past successful performance; however, when density is required, the Successful Bidder may select his own equipment, sequence and coverage of rolling to meet the minimum density requirement specified. Regardless of the rolling procedure used, the final rolling must be complete before the internal pavement temperature has dropped below 175° F.

   (a) Seal rolling, using tandem steel rollers (vibratory or static) weighing 5 to 12 tons, following as close behind the spreader as is possible without pick-up, undue displacement or blistering of the material

Vibratory rollers shall be used in the static mode for layers of one inch or less in thickness.

(b) Rolling with self-propelled pneumatic-tired rollers, following as close behind the seal rolling as the mix will permit. The roller shall cover every portion of the surface with at least five passes.

(c) Final rolling with the 8 to 12 ton tandem steel roller, to be done after the seal rolling and pneumatic-tired rolling have been completed, but before the internal pavement temperature has dropped below 175 degrees F.

Once the Successful Bidder has selected the equipment and established the rolling procedures and these have been used for the control strip density determination, then the Successful Bidder must continue to use the same equipment and rolling procedures for all asphalt mix represented by the control strip. Changes in equipment or procedures will require a new control strip density determination. The County must be notified prior to changing the rolling process.

When density is not required, as for all patching courses, leveling and intermediate courses less than one inch thick, overbuild courses of variable thicknesses (when the minimum thickness is less that one inch) and open-graded friction courses, the compaction will be applied in accordance with the standard specifications. The specified rolling procedures must be followed when density determinations will not be made.
When density is not required on those courses indicated in the foregoing paragraph; but the Successful Bidder wants to use other rollers, patterns or sequences than those specified, Successful Bidder may request approval from the County. Approval may be granted for leveling and intermediate courses 1/2 inch and thicker and overbuild courses when these courses are placed with a paving machine.

Density requirements will be in accordance with the provisions of the first paragraph of 1.04.C (Density Control-Nuclear method), Table A and Table B. Approval for a change on patching course, variable thickness leveling courses place with motor graders and open-graded friction courses will not be granted.

2. Compaction at Crossovers, Intersections, Etc.:
When a separate paving machine is being used to pave the crossovers, the compaction of the crossovers may be done by one 8- to 10-ton tandem steel roller. If crossovers, intersections and acceleration and deceleration lanes are placed with the main run of paving, a traffic roller shall also be used in the compaction of these areas.

3. Rolling Procedures:
The initial rolling shall be longitudinal. Where the lane being placed is adjacent to a previously placed lane, the center joint shall be pinched or rolled, prior to the rolling of the rest of the lane.

SECTION E – TECHNICAL SPECIFICATIONS

Rolling shall proceed across the mat, overlapping the adjacent pass by at least six inches. The motion of the roller shall be slow enough to avoid displacement of the mixture, and any displacement shall be corrected at once by the use of rakes, and the addition of fresh mixture if required. Final rolling shall be continued until all roller marks are eliminated.

4. Speed of Rolling:
Rolling with the self-propelled, pneumatic-tired rollers shall proceed at a speed of 6 to 10 miles per hour. The area covered by each roller shall not be more than 4,000 square yards per hour; except that for Type S Asphaltic Concrete, this maximum rate of coverage shall be 3,000 square yards per hour.

5. Number of Pneumatic-Tired Rollers Required:
A sufficient number of self-propelled pneumatic-tired rollers shall be used to assure that the rolling of the surface for the required number of passes will not delay any other phase of the laying operation nor result in excessive cooling of the mixture before the rolling is complete. In the event that the rolling falls behind, the laying operation shall be discontinued until the rolling operations are sufficiently caught up.

6. Compaction of Areas Inaccessible to Rollers:
Areas which are inaccessible to a roller (such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.) shall be compacted by the use of hand tamps or other satisfactory means.

7. Rolling Patching and Leveling Courses:
Self-propelled pneumatic-tired rollers shall be used for the rolling of all patching and leveling courses. Where the initial leveling course is placed over broken concrete pavement, the pneumatic-tired roller shall weigh at least 15 tons.

For Type S-III Asphaltic Concrete leveling courses, the use of a steel-wheeled roller, to supplement the traffic rollers, will be required. On other leveling courses, the use of a steel-wheeled roller will be required on all passes after the first.

8. Correcting Defects:
The rollers shall not be allowed to deposit gasoline, oil or grease onto the pavement, and any areas damaged by such deposits shall be removed and replaced as directed by the County. While rolling is in progress, the surface shall be tested continuously and all discrepancies corrected to comply with the surface requirements. All drippings, fat or lean areas and defective construction of any description shall be removed and replaced. Depressions which develop before the completion of the rolling shall be remedied by loosening the mixture and adding new mixture to bring the depressions to true surface.

Should any depression remain after the final compaction has been obtained, the full depth of the mixture shall be removed and replaced with sufficient new mixture to form a true and even surface. All high spots, high joints and honeycomb shall be corrected as directed by the County. Any mixture remaining unbonded after rolling shall be removed and replaced. Any mixture which becomes loose or broken, mixed or coated with dirt or in any way defective, prior to laying the wearing course shall be removed and replaced with fresh mixture which shall be immediately compacted to conform with the surrounding area.

9. Use of Traffic Roller on First Overbuild Course:
A self-propelled pneumatic-tired roller shall be used on the first overbuild course. Coverage shall be a minimum of five passes.

10. Use of Traffic Roller on first Structural Layer:
A self-propelled pneumatic-tired roller shall be used on the first structural layer placed on a milled surface. Coverage shall be a minimum of three passes.

B. PROVISIONS APPLICABLE TO SHOULDER PAVEMENT:
Shoulder pavements wider than three feet shall be compacted by the use of equipment of the type required for other asphaltic concrete pavements. Density determinations will be required on shoulder pavements wider than three feet when the thickness is one-inch or greater. These density determinations (including the control strip) will be separate from the pavement lane even when the pavement lane and shoulder are placed in the same pass. Density determinations will not be required on asphaltic concrete or sand-asphalt hot mix shoulders three feet or less in width. The compactive effort shall be done by the use of tandem steel rollers not exceeding 12 tons in weight. In restricted areas other equipment that will effectively exert a compactive effort may be approved by the County. The Successful Bidder shall state what equipment and compactive effort (coverage) is proposed to be used.

This must be approved by the County before the Successful Bidder starts the operation. Where sand-asphalt hot mix shoulders are constructed within the limits of curb and gutter, compaction shall be done by light weight rolling equipment, approved by the County which will not displace the previously constructed curb and gutter.

C. DENSITY CONTROL:
1. Density Control Nuclear Method:
The in-place density of each course of asphalt mix construction, with the exceptions of patching courses, leveling and intermediate courses less than one-inch thick or a specified spread rate less than 100 pounds per square yard, over build courses where the minimum thickness is less than one-inch, and open-graded friction courses, shall be determined by the use of the Nuclear Density Backscatter Method as specified by FM 1-T238

(Method B). The required density of a completed course shall be at least 98 percent of the average density of the control strip.

2. Control Strips:
One or more control strips shall be constructed for the purpose of determining the control strip density. A control strip shall be constructed at the beginning of asphalt construction and one thereafter for each successive course. Any change in the composition of the mix will require the construction of a new control strip. The County may require an additional control strip when necessary to establish a new control strip density or conform the validity of the control strip density being used at that time. The Successful Bidder may request a confirmation of the control strip density also. The control strip must be constructed as a part of a normal day's run. The Successful Bidder will not be permitted to construct the control strip separately.

The length of the control strip shall be 300 feet, regardless of the width of the course being laid. When the control strip is to be constructed for the first day of asphalt construction or at the beginning of a new course, it shall be started between 500 and 1,000 feet from the beginning of the paving operation. The thickness of the control strip shall be the same as that specified for the course of which it is a part. The control strip will be constructed using the same mix, the same procedures as those used in laying the asphalt course of which the control strip is to become a part. Every control strip will remain in place and become a portion of the completed roadway.

When the compaction of the control strip has been completed, ten density determinations will be made at random locations within the control strip. No determinations will be made within one foot of any unsupported edge. The average of these ten determinations will be the Control Strip Density. For purposes of determining the percent of laboratory density, as required in Table A, a correction factor will be developed from cores or by direct transmission nuclear determination where applicable.

TABLE A

Roadway Requirements for Bituminous Concrete Mixes

Mix Type	Density*	Minimum Control Strip Density (%)	Surface* Tolerance
S-I	X	96 Lab. Dens.	X
S-II	X	96 Lab. Dens.	X
S-III	X	96 Lab. Dens.	X
Type II	X	96 Lab. Dens.	X
Type III	X	96 Lab. Dens.	X
SAHM	X	96 Lab. Dens.	X
ABC-1	X	96 Lab. Dens.	**

SECTION E – TECHNICAL SPECIFICATIONS

Mix Type	Density*	Minimum Control Strip Density (%)	Surface* Tolerance
ABC-2	X	96 Lab. Dens.	**
ABC-3	X	96 Lab. Dens.	**
FC-1	X	96 Lab. Dens.	X
FC-2	No Density Required	96 Lab. Dens.	X
FC-4	X	96 Lab. Dens.	X

*X - Denotes test is required
** - Shall meet the straightedge requirements of 200-7

3. LOTs

For the purpose of acceptance and partial payment, each day's production will be divided into LOTs. The standard size of a LOT shall consist of 5,000 lineal feet of any pass made by the paving train regardless of the width of the pass or the thickness of the course. Pavers traveling in echelon will be considered as two separate passes. When at the end of a day's production or the completion of a given course or at the completion of the project, a partial LOT will be redefined to include this partial LOT and the evaluation of the LOT will be based on either six or seven sublot determinations. If the partial LOT contains three or four sublots with their appropriate test results, this partial LOT will be redefined to be a whole LOT and the evaluation of it will be based on the three or four sublot determinations.

For the standard size LOT (5,000 lineal feet), five density determinations - one for each sublot - will be made at random locations within the LOT, but not to be taken within one foot of any unsupported edge. The statically derived random number tables are furnished by the County. These will also be used for partial LOTs, for the Successful Bidder to receive full payment for density, the average density of a LOT will be a minimum of 98.0 percent of the control strip density. Once the average density of a LOT has been determined, the Successful Bidder will not be permitted to provide additional compaction to raise the average.

4. Acceptance:

The completed pavement will be accepted with respect to density on a LOT basis. Partial payment will be made for those LOTs that have an average density less than 98.0 percent of the Control Strip Density based on the following schedule:

TABLE B - Payment Schedule for Density

Percent of Control Strip Density*	Percent of Payment
98.0 and above	100%
97.0 to less than 98.0	95%
96.0 to less than 97.0	90%
**Less than 96.0	75%

*In calculating the percent of control strip density, **do not round off** the final percentage.

SECTION E – TECHNICAL SPECIFICATIONS

**If approved by the County based on an engineering determination that the material is acceptable to remain in place, the Successful Bidder may accept the indicated partial pay, otherwise the County will require removal and replacement at no cost. The Successful Bidder has the option to remove and replace at no cost to the County at any time.

JOINTS

TRANSVERSE JOINTS

Placing of the mixture shall be as continuous as possible and the roller shall not pass over the unprotected end of the freshly laid mixture except when the laying operation is to be discontinued long enough to permit the mixture to become chilled. When the laying operation is interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of the mat.

LONGITUDINAL JOINTS:

For all layers of pavement except the leveling course, placing of each layer shall be accomplished to cause longitudinal construction joints to be offset 6 to 12 inches laterally between successive layers. The County may waive this requirement where offsetting is not feasible due to the sequence of construction.

(IV.55) FOG SEAL

The work specified in this section consists of furnishing and applying fog seal on existing roads at application rates described here-in. Fog seals are a method of adding asphalt to an existing pavement surface to improve sealing or waterproofing, prevent further stone loss by holding aggregate in place, or simply improve the surface appearance. Generally, fog seal is a light spray application of diluted asphalt emulsion used primarily to seal an existing asphalt surface to reduce raveling and enrich dry and weathered surfaces. However, inappropriate use can result in slick pavements and tracking of excess material.

Materials

The emulsion types recommended for fog seals may be cationic (i.e., a positive surface charge on the asphalt particles), or anionic (i.e., a negative surface charge on the asphalt particles). The primary types used are CSS-1h and SS-1h. In some circumstances, CQS-1h (and LMCQS-1h) will give a faster set.

Liquid emulsified bituminous material for dilution: CSS-1h liquid bituminous material conforming to the requirements of AASHTO M 208 or SS-1h conforming to the requirements of AASHTO M 140 (except as modified herein) shall be utilized. The Successful Bidder shall certify the liquid bituminous material meets the aforementioned specifications

The asphalt emulsion may contain up to 43% water prior to dilution. Original emulsion water and dilution water shall be limited to and not exceed for any reason 50% by volume. Therefore, residual asphalt shall equal 50% (+1%, -0%).

SECTION E – TECHNICAL SPECIFICATIONS

Dilution Water and Emulsion Water: Water introduced into the asphalt must be potable and free from detectable solids or incompatible soluble salts (hard water).

Material Samples: The County will require the Successful Bidder to sample and test each load of emulsion prior to delivery. The Successful Bidder will also provide a sample of the emulsion, on site, prior to commencing work.
The County will require the Successful Bidder to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Successful Bidder will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

Equipment

Distributor: The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .03 to .22 gallons per square yard with nozzles adjusted to allow minimum overlap of 3x. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with an asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface.

The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

Additional equipment

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices shall be the responsibility of the Successful Bidder.

Experience

Bidders must submit a minimum of five Fog Seal project references that have been

completed within the past three years on Attachment "A", Contractor's Questionnaire. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Successful Bidder shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Successful Bidder's equipment and if found deficient, it shall be the basis for dismissal of Successful Bidder's bid.

Construction

Layout:
The Successful Bidder will be responsible for the lay out of the roadway and project planning and sequencing to meet traffic control requirements prior to paving.

Weather and Seasonal limitations: The fog seal shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 59°F, and no more than 140°F.

If unexpected rain occurs prior to the emulsion breaking, the area shall be re-fogged at no cost to the county. Further, the Successful Bidder's traffic control and project monitoring shall continue until the surface is either free of emulsion or the emulsion applied has broken or the resultant surface is not slippery or dangerous to vehicular travel.

Preparation of Surface

The Successful Bidder will be responsible for blowing or sweeping the road immediately ahead of the fog seal operation to make sure the road is free of loose aggregate and other debris. The surface shall be clean and dry prior to the application.

Application of bituminous material:

The emulsion shall be diluted no more than 24 hours before its intended use to avoid settlement of the diluted emulsion. Water shall be introduced into the emulsion. Introducing emulsion into water is not permitted.

The emulsion shall be circulated using a centrifugal or other suitable pump to ensure uniformity as needed.

Properly calibrated distributor trucks with 4 to 5 mm (1/8" to 3/16") opening spray nozzles shall be used to apply the emulsion. The emulsion may be heated to 122°F maximum, or may be applied at ambient temperatures conforming to the requirements of this technical provision. The emulsion shall be sprayed at a rate as directed in the field by the County. Application will be determined dependent upon the surface conditions.

Tight Surface (low absorbance and relatively smooth) - .09-.14 gal/sy

Open Surface (relatively porous and absorbent with open voids) - .18-.22 gal/sy

SECTION E – TECHNICAL SPECIFICATIONS

Exceptions: When fog seal is required as a subsequent treatment to chip seal, OGCM, or other method described in this blanket purchase order, materials, equipment and application shall be as described in this technical provision and as amended in the technical provision appropriate to the work the fog seal is subsequent to. If discrepancies occur, the County shall determine the appropriate specification.

Traffic Control

The Successful Bidder shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh fog seal until material is sufficiently broke such that tire pickup does not occur. The Successful Bidder shall submit an M.O.T plan indicating all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Specification, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Fog Seal, and not specifically listed in another item in the Bid Form, shall be included in this item.

(IV.50) BASIS OF PAYMENT

The quantities to be paid for under the Technical Specification shall be included in the per square yard price for Fog Seal. There will be a bid item for “Tight Surfaces” (.09-.14 gal/sy) and a separate bid item for “Open Surfaces” (.18-.22 gal/sy) as listed in the Bid Form. The unit price includes all items listed in the blanket purchase order, including all Technical Specifications pertaining to Fog Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this blanket purchase order as detailed in the specifications.

SECTION V – STORMWATER, WASTEWATER and UTILITIES

The work specified in this section shall reference FDOT specifications Section 425-430; and Manatee County Specifications chapters 202.0 to 202.5, requirements as listed on Bid Form with the exception of V.39, V.54, V.55 and V.56.

(V.39) ALTERNATIVE MANHOLE ADJUSTMENT

The work specified in this section covers the adjustment of a structure by the backfill of the adjustment hole with S-III Asphalt Concrete. It also requires heating, scarification and reworking of the existing asphalt surrounding the adjustment, blend with new material as needed and compact.

SECTION E – TECHNICAL SPECIFICATIONS

(V.39) BASIS OF PAYMENT
All bid items specified shall be paid under the per unit pay item noted on the Bid Form.

(V.53) REMOVE CONCRETE COLLAR
(V.54) REMOVE BOX INLET
(V.55) REMOVE CONCRETE DRAINAGE STRUCTURE
The work specified in the section shall include all equipment, labor and incidentals to expose remove and dispose of a concrete collar, box inlet and concrete drainage structure.

(V.53, V.54, V.55) BASIS OF PAYMENT
All bid items specified shall be paid under the each and day pay Item noted on the Bid Form.

SECTION VI – CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS

DESCRIPTION OF WORK
The work specified in this section shall reference FDOT Specifications 520 & 522; and Manatee County Specifications chapters 200 & 300 requirements as listed on Bid Form with the exception of VI.3, VI.11, VI.12, VI.13,VI.14, VI.15,VI.16, VI.17, VI.18 and VI.19.

(VI.3) MODIFIED TYPE "F" CURB
The items under this section are the same as "F" curb, see Manatee County specifications for "F" curb 201.2, except that the width of the curb may vary, by being less, to meet the necessary field conditions.

(VI.3) BASIS OF PAYMENT
All bid items specified shall be paid under the linear feet pay item noted on the Bid Form.

(VI.11) MISCELLANEOUS CONCRETE FORMED AND POURED
The work specified under this section shall include all equipment, material (including rebar) and labor necessary to frame and pour concrete of any shape or dimension at the direction of the County and type of concrete.

(VI.11) BASIS OF PAYMENT
All bid items specified under this section shall be paid under the cubic yards and pounds of rebar (reinforced steel) used under the pay item noted on the Bid Form.

(VI.13) REMOVE CONCRETE SIDEWALK/DRIVEWAY (2500PSI)
The work specified in the section shall include all equipment, labor and incidentals to expose remove and dispose of a concrete sidewalk/driveway.

(VI.13) BASIS OF PAYMENT
All bid items specified shall be paid under the square yards pay item noted on the Bid Form.

SECTION E – TECHNICAL SPECIFICATIONS

(VI.14) REMOVE CONCRETE CURB & GUTTER

The work specified in this section shall include all equipment, labor and incidentals to expose remove and dispose of a concrete curb and gutter.

(VI.14) BASIS OF PAYMENT

All bid items specified shall be paid under the each and day pay Item noted on the Bid Form.

(VI.15) CONSTRUCT ASPHALT SIDEWALK / DRIVEWAY

The work specified in this section includes all equipment, materials and labor necessary to constructed asphalt paths of the dimension and material noted. The task includes the excavation of the path area such that the path matches the existing grade of the surrounding area and the compaction of the excavation bottom.

(VI.15) BASIS OF PAYMENT

All bid items specified under this section shall be paid under the lineal foot and cubic yards under the pay item noted on the Bid Form.

(VI.16) PREPARATION FOR CURB AND GUTTER (NEW INSTALL)

The work specified under this section includes all equipment, materials and labor necessary to prepare a job site location for the installation of curb. The area will be cleared of all organic materials and excavated to the required elevation and compacted. When additional fill is required it will be installed to bring the base area to correct elevation and compacted in place.

(VI.16) BASIS OF PAYMENT

All bid items specified shall be paid under the following pay item noted on the Bid Form.

Preparation - lineal feet
Additional fill – cubic yard
Additional excavation – cubic yard

(VI.17) CONCRETE PUMPING

The work specified under this section includes all equipment, materials and labor associated with the use of a concrete pump on the job site to pump concrete to the actual pour location. This item will be paid by either the hour or day.

(VI.17) BASIS OF PAYMENT

All bid items specified shall be paid by either the hour or day noted on the Bid Form.

(VI.18) ADA TRUNCATED DOME FURNISH AND INSTALL

The work specified in this section includes all equipment, materials and labor to install truncated domes at sidewalk locations directed by the County. The domes must meet the requirements of Manatee County specification 302.3 and FDOT Design Standards, Index 304. This item will be paid for in square feet.

SECTION E – TECHNICAL SPECIFICATIONS

(VI.18) BASIS OF PAYMENT

All bid items specified shall be paid under the square foot pay item noted on the Bid Form.

(VI.19) STANDARD MAIL BOX RELOCATE

The work specified in this section includes all equipment, material and labor to keep an address with a proper functioning mail box during the duration of the project. This may require the installation of a standard US Postal Service mail box and wooden post, the relocation of existing mailbox and/or the reinstallation of the original mailbox once the project is complete.

(VI.19) BASIS OF PAYMENT

All bid items specified shall be paid under the each (unique address / mailbox for the duration of the release order (project) pay item noted on the Bid Form.

(VI.20) IRRIGATION CAP

The work specified in this section includes all equipment, labor and materials necessary to cap various irrigation lines that may be encountered within a job site. The caps must match the existing irrigation material and be a permanent glue type. This item is paid for by each cap installed.

(VI.20) BASIS OF PAYMENT

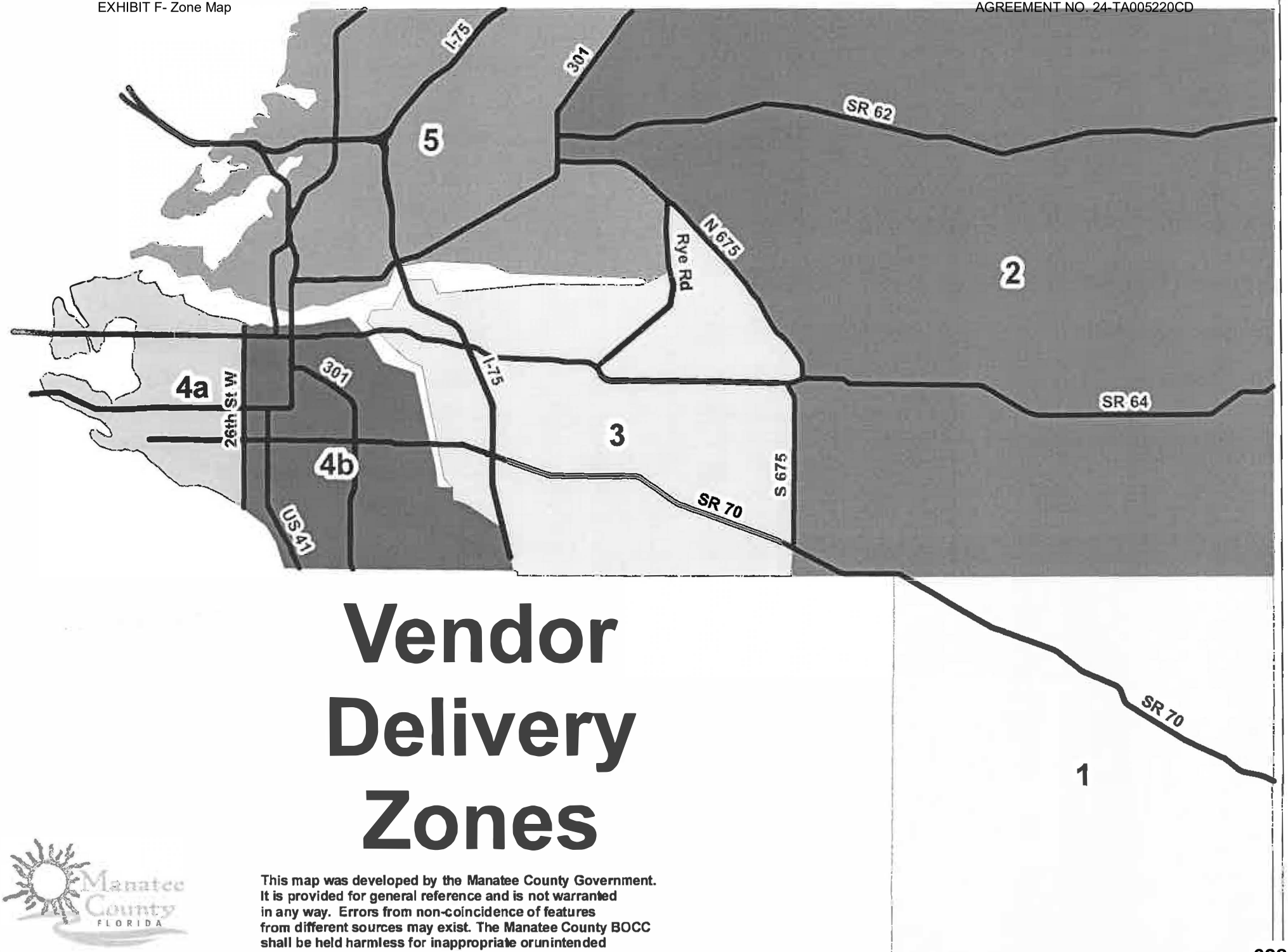
All bid items specified shall be paid under the each (cap installed) pay item noted on the Bid Form.

SECTION VII – TRAFFIC CONTROL

The work specified and basis of payment in this section shall reference the respective FDOT specifications edition 2015.

SECTION VIII – PAVEMENT BASE CONSTRUCTION

The work specified and basis of payment in this section shall reference the respective FDOT specifications edition 2015.



Vendor Delivery Zones

This map was developed by the Manatee County Government. It is provided for general reference and is not warranted in any way. Errors from non-coincidence of features from different sources may exist. The Manatee County BOCC shall be held harmless for inappropriate orunintended uses of the information.

AGENDA ITEM NO. 6.aa

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment No. 3 to Contract 23-010EJ with Stantec Consulting Services, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Contractor entered into a contract in response to RFP 23-010EJ on September 13th, 2023, whereby the Contractor agreed to provide the City with visioning consultant services, with an initial one year term. The Contract provides the parties with the option to renew for four additional one year terms. The Parties previously extended the Contract for an additional one year term through September 12, 2025 and extended the Contract for an additional one year period through September 13, 2026. The parties desire to extend the Contract for an additional one year term through September 12, 2027.

FINANCIAL IMPACT:
Expensed under GL Account (00151500-534000).

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

SUGGESTED MOTION:
Motion to approve Amendment No. 3 to Contract 23-010EJ with Stantec Consulting Services, Inc.

ATTACHMENTS:

Amendment No. 3 to Contract 23-010EJ with Stantec Consulting Services, Inc.

AMENDMENT NO. 3
TO CONTRACT NO. 23-010EJ

This Amendment is made and entered into upon execution by both parties and between **City of Bradenton**, a political subdivision of the State of Florida, hereinafter referred to as the "City," and **Stantec Consulting Services, Inc**., a Colorado corporation authorized to do business in the State of Florida, hereinafter referred to as **"Contractor."**

WITNESSETH

WHEREAS, the City and the Contractor entered into Contract No. 23-010EJ ("Contract") to provide Visioning Consulting Services, effective September 13, 2023; and

WHEREAS, the Contract provides for an initial one-year term through September 12, 2024, with the option to renew the Contract for up to four (4) additional one-year terms by agreement of the parties.

WHEREAS, the parties executed Amendment No. 1 on February 12, 2024, renewing the contract, and Amendment No. 2 on August 27, 2025, renewing the contract.

WHEREAS, the parties now wish to further amend the Contract.

NOW THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, do agree to amend the Contract as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the agreement is hereby renewed for an additional one (1) year period, effective September 13, 2026, through September 12, 2027.
3. For services provided pursuant to this renewal, the City shall pay the Contractor in accordance with the terms and conditions of this Contract and amount not to exceed $128,000 for the renewal term.
4. Except as modified herein, all other terms, covenants, and conditions of the Contract shall remain in full force and effect.

[The remainder of this page left black intentionally.]

IN WITNESS WHEREOF, the parties have executed this amendment as of the last date written below.

Stantec Consulting Services, Inc.:

Print Name: Matt Lewis

Signed By: Lewis, Matt (Tampa) Digitally signed by Lewis, Matt (Tampa) Date: 2026.09.25 11:04:08 -04'00'

Title: Principal, Planning

Date: 09/25/2026

CITY OF BRADENTON

By: _____

GENE BROWN, MAYOR

Date: _____

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Presentation

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: 2025-2026 Annual Speed Zone Speed Detection Report - PUBLIC HEARING

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Florida law requires local government entities operating school zone speed detection systems to report annually on the program's operation and effectiveness. The Bradenton Police Department has prepared its 2025-2026 Annual School Zone Speed Detection Report summarizing the City's use of an automated speed detection system within designated school zones. The report provides the required program information, documents, and program results during this reporting period.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the Police Legal Advisor for legal sufficiency and form.

SUGGESTED MOTION:
Motion to approval the Bradenton Police Department's 2025-2026 Annual School Zone Speed Detection System Report as presented.

ATTACHMENTS:

Speed Camera Program Annual Report FY 2025-2026

Bradenton Police Department
Inter-office Memorandum

DATE: September 30, 2026

TO: Josh Cramer
Chief of Police

FROM: Jeremy Giddens
Grants/Business Operations Manager

SUBJECT: School Zone Speed Camera Program Annual Report

Background

During the 2023 Florida Legislative Session, lawmakers enacted legislation authorizing local jurisdictions to establish and operate school-zone speed detection systems. On March 12, 2024, a speed study conducted within City of Bradenton school zones identified 3,464 vehicles traveling 10 miles per hour or more over the posted speed limit during a single day.

On May 22, 2024, the City adopted Ordinance 4043, creating Section 50-82 and authorizing the placement and installation of speed detection systems at designated school zones. The City subsequently entered into an agreement with RedSpeed Florida to install and operate the systems.

Following installation, required warning periods, and public notification, automated enforcement began during the 2024-2025 school year. The program has since transitioned from implementation to ongoing operation, monitoring, public education, and evaluation.

Discussion

For the reporting period of October 1, 2025 through September 30, 2026, the City of Bradenton issued 17,556 Notices of Violation (NOVs). Of those violations, 7 were contested at hearing, 6 were upheld, 1 was dismissed at hearing, 4,091 were issued as Uniform Traffic Citations (UTCs), and 10,779 NOVs were paid.

During the reporting period, program payments totaled $1,077,900. Funds were distributed as follows: $420,381 for the City's Public Safety Initiative; $215,580 to the Florida Department of Revenue; $32,337 for FDLE training; $129,348 to the County School District; $53,895 for the School Crossing Guard Program; and $226,359 to RedSpeed. The annual summary additionally reflects $1,900 in refunds/chargebacks.

The Bradenton Police Department continues to conduct quality-control reviews of the school-zone enforcement locations and monitor program performance. Public information about the program remains available on the Police Department's website, and public outreach continues through social media platforms.

Bradenton Police Department
Inter-office Memorandum

Program Results and Speed Reduction

To evaluate the program's effectiveness, staff compared data with the original speed study conducted on Tuesday, March 12, 2024, which identified 3,464 vehicles traveling 10 miles or more over the posted speed limit in a single day across the school zones studied. The original study documented speeding, including but not limited to 978 vehicles at Manatee Elementary, 396 at Bradenton Christian School, 322 at Ballard Elementary, 319 at Sea Breeze Elementary, 308 at Moody Elementary/Sugg Middle, and 304 at Miller Elementary.

A previous comparable review conducted on Tuesday, March 4, 2025, identified 326 violations in one day, representing a 90.59% reduction from the original March 2024 study.

On Tuesday, March 10, 2026, the same one-day review identified 111 violations across the City's enforcement locations. This represents an approximately 96.8% reduction compared with the original March 2024 study and a 65.0% reduction compared with the March 2025 comparison.

The three-year comparison is summarized below:

Comparable Tuesday	Violations	Reduction from 2024 Baseline
March 12, 2024	3,464	Baseline
March 4, 2025	326	90.59%
March 10, 2026	111	96.80%

The three-year comparison shows a sustained decline in vehicles speeding over the 10 mph threshold within the City's school zones. While violations continue, comparable one-day data show significantly higher compliance with posted school-zone speed limits than before the program's implementation.

Manatee Elementary – State Road 64

The City has continued working with the Florida Department of Transportation regarding State Road 64 in front of Manatee Elementary School. The City evaluated this roadway separately from the existing City enforcement location serving Manatee Elementary.

Since the previous annual report, SR 64 in front of Manatee Elementary has been established as a school zone. The required school-zone flashing beacons, signage, and roadway markings are now in place, and we have completed a speed study.

The City is beginning the design and permitting process to establish automated speed enforcement at this location. Because SR 64 is a state-maintained roadway, the City will continue coordinating with FDOT as the project progresses through the required design, permitting, and approval process.

Bradenton Police Department
Inter-office Memorandum

Conclusion

The City of Bradenton School Zone Speed Camera Program has now completed its second full annual reporting period. More importantly, the comparable one-day data comparison shows a substantial and sustained reduction in speeding. Violations decreased from 3,464 in March 2024 to 326 in March 2025, and to 111 in March 2026, representing an overall reduction of approximately 96.8% from the original pre-enforcement baseline.

In addition to continuing to operate and monitor the existing enforcement locations, the City is progressing toward establishing speed enforcement along SR 64 at Manatee Elementary after the school zone was established and the required speed study was completed.

The Bradenton Police Department will continue to monitor program performance, conduct quality-control reviews, provide public information, and evaluate available data to ensure the program remains focused on its primary objective of reducing excessive speeding and improving safety within City of Bradenton school zone areas.

Annual Summary Report
Bradenton

From 10/01/2025 to 09/30/2026

NOV's Issued	17,556
NOV / TOL	1,619
NOV's Dismissed	1,063
NOV's Eligible for UTC	0
NOV's Issued as UTC	4,091
NOV's Request Hearing	0
NOV's Hearing	3
NOV's Final Admin Order	1
NOV's Paid	10,779

NOV's Contested at Hearing	7
NOV's Upheld at Hearing	6
NOV's Dismissed at Hearing	1

Payment Breakdown

Public Safety Initiative	$420,381.00
FL Dept of Revenue	$215,580.00
FDLE Training	$32,337.00
County School District	$129,348.00
Crossing Guard	$53,895.00
RedSpeed	$226,359.00
Total	**$1,077,900.00**
Refunds/Chargebacks	($1,900.00)
Hearing Fees	

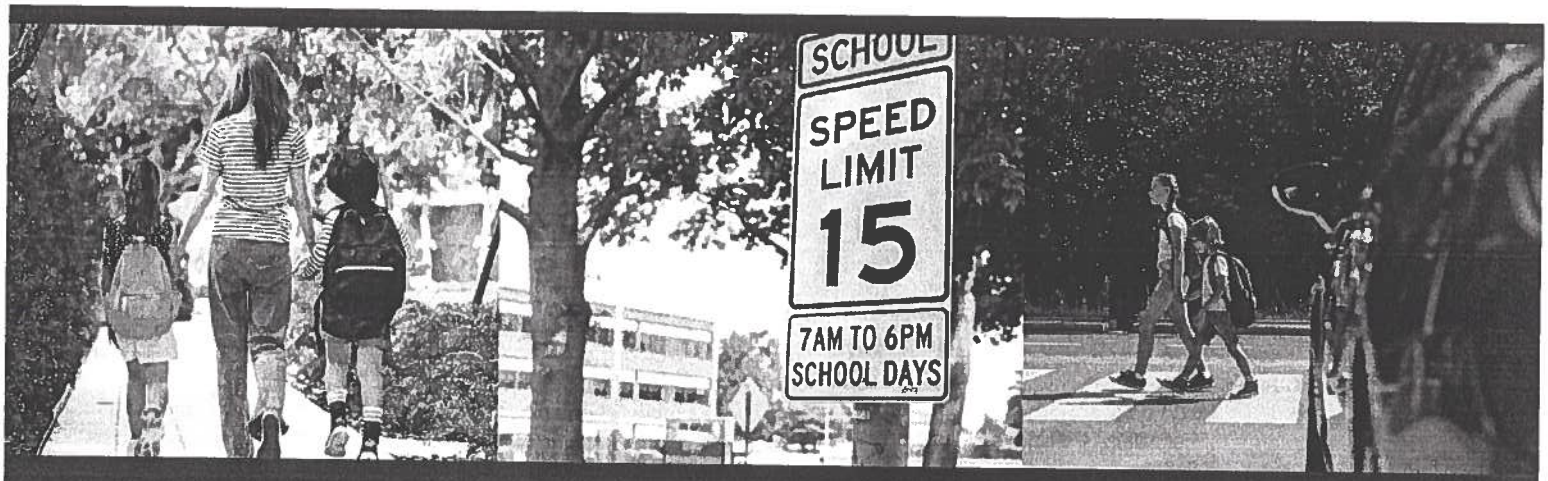
PLEASE NOTE: Data contained in this report is based on violation date. The above categories are required per Florida State Statute 316.0776 (3)(c)2

RedSpeed®

School Zone Speed Study

Conducted by RedSpeed for City of Bradenton

March 12th, 2024



CONTACT Greg Parks, *VP of Sales* | greg.parks@redspeed.com | 913–575-2912

RedSpeed traffic studies demonstrated more than 100 daily drivers exceeding the posted speed by more than 10+ mph at *eleven (11)* City of Bradenton school zones.

Schools Studied	Street	Violators 10+ over
Manatee Elementary School	15th St. E	978
Bradenton Christian School	43rd St W	396
Ballard Elementary School	9th Ave. W	322
Sea Breeze Elementary School	71st St W	319
Moody Elementary (Shares with Sugg Middle)	59th St. W	308
Miller Elementary School	43rd St W	304
Prine Elementary School	Southern Pkwy. W	299
G.D Rodgers Elementary School	13th Ave. W	163
Moody Elementary (Shares with Sugg Middle)	38th Ave W	131
Manatee High School	9th Ave. W	125
Prine Elementary School	34th Ave Dr W	119
G.D Rodgers Elementary School	17th Ave. W	N/A
		3,464

RedSpeed® Florida,LLC

VIOLATION STATUS BY LOCATION (based on violation date)

Date: 03/10/2026 - 03/10/2026

LOCATION	WORKING VIOLATIONS	POLICE REVIEW QUEUE	DISMISSED	NOV	PAID	ADMIN. HEARING	FINAL ADMIN ORDER	UTC ELIGIBLE	UTC	REFUND
3600 Blk NB 43rd St W @ Bradenton Christian School, Bradenton										
3100 Blk SB 43rd St W @ Bradenton Christian School, Bradenton										
900 Blk NB 43rd St W @ Miller Elementary School. Bradenton	7		1	6	6					
700 Blk NB 15th St. E @ Manatee Elementary School , City of Bradenton	2			2	2					
600 Blk SB 15th St. E @ Manatee Elementary School , City of Bradenton	1			1	1					
2100 Blk EB 9th Ave. W @ Ballard Elementary School , City of Bradenton	11		1	10	7				3	
1600 Blk WB 9th Ave. W @ Ballard Elementary School , City of Bradenton	3			3					3	
3600 Blk NB 71st St W @ Sea Breeze Elementary School , City of Bradenton	16		1	15	11				4	
3300 Blk SB 71st St W @ Sea Breeze Elementary School , City of Bradenton	4			4	4					
4000 Blk NB 59th St. W @ Moody Elementary and Sugg Middle , City of Bradenton	5			5	4					
3500 Blk SB 59th St. W @ Moody Elementary and Sugg Middle , City of Bradenton	18			18	14				4	
3800 Blk EB Southern Pkwy. W @ Prine Elementary School , City of Bradenton	5			5	5					
3600 Blk WB Southern Pkwy. W @ Prine Elementary School , City of Bradenton	12			12	12					
600 Blk EB 13th Ave. W @ G.D Rodgers Elementary School, City of Bradenton	4			4	3				1	
500 Blk WB 13th Ave. W @ G.D Rodgers Elementary School, City of Bradenton	11			11	6				4	

LOCATION	WORKING VIOLATIONS	POLICE REVIEW QUEUE	DISMISSED	NOV	PAID	ADMIN. HEARING	FINAL ADMIN ORDER	UTC ELIGIBLE	UTC	REFUND
5400 Blk EB 38th Ave W @ Moody Elementary School, City of Bradenton	1			1					1	
5300 Blk WB 38th Ave W @ Moody Elementary School, City of Bradenton	1			1	1					
3300 Blk EB 9th Ave. W @ Manatee High School, City of Bradenton	2			2	1				1	
2900 Blk WB 9th Ave. W @ Manatee High School, City of Bradenton	7			7	6				1	
3500 Blk EB 34th Ave Dr W @ Prine Elementary School , City of Bradenton	1			1	1					
3500 Blk WB 34th Ave Dr W @ Prine Elementary School , City of Bradenton										
600 Blk SB 43rd St W @ Miller Elementary School. Bradenton										
	111		**3**	**108**	**84**				**22**	

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Lance Williams, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: RESOLUTION 26-67 - PUBLIC HEARING
A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY OF BRADENTON, FLORIDA, INCLUDING ALL PHASES OF IRONWOOD CONDOMINIUMS; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Pursuant to section 197.3632, Florida Statutes, the City intends use the uniform method of collecting non-ad valorem special assessments throughout the incorporated area of the City, including all phases of Ironwood Condominiums, for the cost of providing water system facilities, improvements services, and programs commencing for the Fiscal Year beginning on October 1, 2027 and continuing until discontinued by the City.

The proof of publication (Exhibit A to Resolution 26-67) will be added after the final publication on October 11, 2026.

FINANCIAL IMPACT:
The estimated cost is approximately $4,000,000 and will be funded through a 20-year loan. That loan will be paid back through the special property assessment.

ATTORNEY REVIEW/RECOMMENDATION:
Heather Encinosa with Nabors Giblin & Nickerson drafted the resolution and Attorney Rudacille had no objections.

SUGGESTED MOTION:
Motion to approve Resolution 26-67.

ATTACHMENTS:
Resolution 26-67

RESOLUTION NO. 26-67

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY OF BRADENTON, FLORIDA, INCLUDING ALL PHASES OF IRONWOOD CONDOMINIUMS; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton, Florida (the "City") has imposed special assessments to fund the provision of water system facilities and improvements services, facilities, and programs; and

WHEREAS, the City intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing water system facilities and improvements services, facilities, and programs to property within the incorporated area of the City as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2027, in the same manner as provided for ad valorem taxes; and

WHEREAS, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED:

1. Commencing with the Fiscal Year beginning on October 1, 2027, and with the tax statement mailed for such Fiscal Year and continuing until discontinued by the City, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments to fund the provision of water system facilities and improvements services, facilities, and programs within the incorporated area of the City. A legal description of such area subject to the assessments is attached hereto as Exhibit B and incorporated by reference.

2. The City hereby determines that the levy of the special assessments is needed to fund the cost of water system facilities and improvements services, facilities, and programs in the incorporated area of the City.

3. Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Manatee County Tax Collector, and the Manatee County Property Appraiser by March 10, 2027.

4. This Resolution shall be effective upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 14th DAY OF OCTOBER, 2026.

ATTEST:

_____	_____
Tamara Melton	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT A TO RESOLUTION PROOF OF PUBLICATION

This will be added after the final publication on October 11, 2026.

EXHIBIT B TO RESOLUTION

LEGAL DESCRIPTION

IRONWOOD WATER MAIN PROJECT

The following described lands, collectively comprising the Project Area for the Ironwood Water Main Project, located in Manatee County, Florida, are described as follows:

IRONWOOD UNIT ONE, according to the plat thereof recorded in Plat Book 15, Page 87, of the Public Records of Manatee County, Florida.

IRONWOOD UNIT TWO, according to the plat thereof recorded in Plat Book 16, Page 9, of the Public Records of Manatee County, Florida.

IRONWOOD UNIT THREE, according to the plat thereof recorded in Plat Book 16, Page 63, of the Public Records of Manatee County, Florida.

IRONWOOD UNIT FOUR, according to the plat thereof recorded in Plat Book 16, Page 65, of the Public Records of Manatee County, Florida.

IRONWOOD UNIT FIVE, according to the plat thereof recorded in Plat Book 17, Page 18, of the Public Records of Manatee County, Florida.

IRONWOOD UNIT SIX, according to the plat thereof recorded in Plat Book 17, Page 20, of the Public Records of Manatee County, Florida.

IRONWOOD UNIT SEVEN, according to the plat thereof recorded in Plat Book 20, Page 3, of the Public Records of Manatee County, Florida.

IRONWOOD UNIT EIGHT, according to the plat thereof recorded in Plat Book 20, Page 99, of the Public Records of Manatee County, Florida.

IRONWOOD UNIT NINE, according to the plat thereof recorded in Plat Book 21, Page 35, of the Public Records of Manatee County, Florida.

IRONWOOD UNIT TEN, according to the plat thereof recorded in Plat Book 21, Page 113, of the Public Records of Manatee County, Florida.

IRONWOOD UNIT ELEVEN, according to the plat thereof recorded in Plat Book 21, Page 141, of the Public Records of Manatee County, Florida.

IRONWOOD FIRST CONDOMINIUM, as recorded in Official Records Book 489, Page 495, of the Public Records of Manatee County, Florida, being Lots 1 and 3, Ironwood Unit One, according to the plat thereof recorded in Plat Book 15, Page 87, of said Public Records.

IRONWOOD SECOND CONDOMINIUM, as recorded in Official Records Book 539, Page 28, of the Public Records of Manatee County, Florida, being Lot 4, Ironwood Unit Two, according to the plat thereof recorded in Plat Book 16, Page 9, of said Public Records.

IRONWOOD THIRD CONDOMINIUM, as recorded in Official Records Book 566, Page 684, of the Public Records of Manatee County, Florida, being Lot 6, Ironwood Unit Two, according to the plat thereof recorded in Plat Book 16, Page 9, of said Public Records.

IRONWOOD FOURTH CONDOMINIUM, as recorded in Official Records Book 597, Page 804, of the Public Records of Manatee County, Florida, being Lot 11, Ironwood Unit Three, according to the plat thereof recorded in Plat Book 16, Page 63, of said Public Records.

IRONWOOD FIFTH CONDOMINIUM, as recorded in Official Records Book 626, Page 503, of the Public Records of Manatee County, Florida, being Lot 10, Ironwood Unit Three, according to the plat thereof recorded in Plat Book 16, Page 63, of said Public Records.

IRONWOOD SIXTH CONDOMINIUM, as recorded in Official Records Book 678, Page 105, of the Public Records of Manatee County, Florida, being Lot 12, Ironwood Unit Five, according to the plat thereof recorded in Plat Book 17, Page 18, of said Public Records.

IRONWOOD SEVENTH CONDOMINIUM, as recorded in Official Records Book 678, Page 184, of the Public Records of Manatee County, Florida, being Lot 13, Ironwood Unit Five, according to the plat thereof recorded in Plat Book 17, Page 18, of said Public Records.

IRONWOOD EIGHTH CONDOMINIUM, as recorded in Official Records Book 676, Page 623, of the Public Records of Manatee County, Florida, being Lot 7, Ironwood Unit Six, according to the plat thereof recorded in Plat Book 17, Page 20, of said Public Records.

IRONWOOD NINETH CONDOMINIUM, as recorded in Official Records Book 926, Page 1214, of the Public Records of Manatee County, Florida, being Lot 14, Ironwood Unit Five, according to the plat thereof recorded in Plat Book 17, Page 18, of said Public Records.

IRONWOOD TENTH CONDOMINIUM, as recorded in Condominium Book 10, Page 136, of the Public Records of Manatee County, Florida, being Lot 17, Ironwood Unit Seven, according to the plat thereof recorded in Plat Book 20, Page 3, of said Public Records.

IRONWOOD ELEVENTH CONDOMINIUM, as recorded in Condominium Book 11, Page 121, of the Public Records of Manatee County, Florida, being Lot 18, Ironwood Unit Eight, according to the plat thereof recorded in Plat Book 20, Page 99, of said Public Records.

IRONWOOD TWELFTH CONDOMINIUM, as recorded in Condominium Book 13, Page 68, of the Public Records of Manatee County, Florida, being Lot 9, Ironwood Unit Nine, according to the plat thereof recorded in Plat Book 21, Page 35, of said Public Records.

IRONWOOD FOURTEENTH CONDOMINIUM, as recorded in Condominium Book 15, Page 79, of the Public Records of Manatee County, Florida, being Lot 19, Ironwood Unit Ten, according to the plat thereof recorded in Plat Book 21, Page 113, of said Public Records.

IRONWOOD FIFTEENTH CONDOMINIUM, as recorded in Condominium Book 15, Page 180, of the Public Records of Manatee County, Florida, being Lot 5, Ironwood Unit Two, according to the plat thereof recorded in Plat Book 16, Page 9, of said Public Records.

IRONWOOD SIXTEENTH CONDOMINIUM, as recorded in Condominium Book 17, Page 3, of the Public Records of Manatee County, Florida, being Lot 20, Ironwood Unit Eleven, according to the plat thereof recorded in Plat Book 21, Page 141, of said Public Records.

THE WOODS AT PINEBROOK, as recorded in Condominium Book 26, Page 132, of the Public Records of Manatee County, Florida.

THE ARBORS AT PINEBROOK, as recorded in Condominium Book 27, Page 102, of the Public Records of Manatee County, Florida.

OTHER PROPERTIES

LANDS OF IRONWOOD RECREATION ONE ASSOCIATION, INC., a Florida not-for-profit corporation, as recorded in Official Records Book 1669, Page 6080, of the Public Records of Manatee County, Florida.

LANDS OF IRONWOOD RECREATION TWO ASSOCIATION, INC., a Florida not-for-profit corporation, as recorded in Official Records Book 1669, Page 6078, of the Public Records of Manatee County, Florida.

LANDS OF FLWC GOLF PROPERTIES LLC, a Florida limited liability company, as recorded in Official Instrument 202341093364, of the Public Records of Manatee County, Florida.

A PORTION OF A PARCEL LABELED AS OTHER LANDS OF ROYAL PALM BEACH COLONY, INC. NOT INCLUDED, as shown on the plat of Ironwood Unit One, recorded in Plat Book 15, Page 87, of the Public Records of Manatee County, Florida, bounded on the east by 47th Street West as described in said Ironwood Unit One; bounded on the north by Ironwood Circle as described in said Ironwood Unit One; bounded on the west by Lot 1 of said Ironwood Unit One; and bounded on the south by Lot 3, Pinebrook Commons, recorded in Plat Book 23, Page 83, of the Public Records of Manatee County, Florida.

LANDS OF JMC COMMUNITIES INC., being the median parcel labeled as NOT INCLUDED on Ironwood Unit One, recorded in Plat Book 15, Page 87, of the Public Records of Manatee County, Florida, bounded on the west, north, and east by the right-of-way of 47th Street West and bounded on the south by the north right-of-way line of Cortez Road as shown on said Ironwood Unit One, being more particularly described as follows:

Commence at the intersection of the said north right-of-way line of Cortez Road and the west right-of-way line of 47th Street West, as shown on said Ironwood Unit One, also being the southeast corner of Lot 4, Pinebrook Commons, recorded in Plat Book 23, Page 83, of the Public Records of Manatee County, Florida; thence N 89°27'36" E, along the said north right-of-way

line as shown on said Ironwood Unit One, a distance of 74.00 feet to the **POINT OF BEGINNING**; thence along the median right-of-way line of 47th Street West the following three (3) courses: N 00°31'30" W, a distance of 50.00 feet to the beginning of a curve to the right having a radius of 33.00 feet; thence northeasterly a distance of 103.68 feet along the arc of said curve through a central angle of 180°00'00" to the point of tangent; thence S 00°31'30" E, a distance of 50.00 feet to the said north right-of-way line of Cortez Road; thence S 89°27'36" W, along the said north right-of-way line, a distance of 66.00 feet to the **POINT OF BEGINNING**.

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4064 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.62 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to either approve or deny Ordinance 4064.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant is requesting a voluntary annexation into the City of Bradenton for a parcel, known as "Parcel A" found within the GT Bray Park, approximately totaling 0.62 acres. The purpose of this annexation is to create consistency within the park boundary, as "Parcel A" is entirely surrounded by existing park land.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Ordinance 4064.

ATTACHMENTS:
Ordinance 4064
Staff Report
Application Materials
Business Impact Estimate

ORDINANCE NO. 4064

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.62 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 171.044, *Fla. Stat.*, provides for the voluntary annexation of reasonably compact real property that is contiguous to a municipality; and

WHEREAS, the City of Bradenton is the owner of approximately 0.62 acres of real property located at 5210 33rd Avenue Drive West, Bradenton, Florida 34209 (PID#5110200002), and legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, a map generally depicting the location of the Property is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the City of Bradenton has executed a petition requesting that the Property be annexed into the City of Bradenton, pursuant to the provisions of Section 171.044, *Fla. Stat.*; and

WHEREAS, the Property is reasonably compact and contiguous to the City of Bradenton, the proposed annexation of the Property will not create any enclaves, and the proposed annexation otherwise meets the requirements of Section 2.2.6 of the City's Code of Ordinances, Objective 1.7 of the Future Land Use Element of the Comprehensive Plan, and Section 171.044, *Fla. Stat.*; and

WHEREAS, notice of said annexation, a copy of which is attached hereto and incorporated herein as **Exhibit C**, has been sent to the Board of County Commissioners for Manatee County and published as required under Section 171.044, *Fla. Stat.*; and

WHEREAS, the City Council of the City of Bradenton hereby finds and declares that the annexation of the Property into the City is in the best interest of the public health, safety, and welfare; and

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

Section 1. Findings of Fact. The above "Whereas" clauses are adopted herein as findings of fact.

Section 2. Annexation of the Property. The Property, as legally described in Exhibit A and as generally depicted in Exhibit B, attached hereto and incorporated herein, is hereby annexed into and incorporated within the City of Bradenton as fully and effectually as if the same were included within the boundary of the City of Bradenton, as set forth in the Charter.

Section 3. Amendment of City Boundaries. The legal description of the City of Bradenton municipal boundaries, as described in the City Charter and kept on file in the City Clerk's office, is hereby amended to reflect the annexation of the Property. The City Clerk is hereby

directed to undertake measures necessary to amend the municipal boundaries consistent with this Ordinance and to make the filings required under Section 171.044, *Fla. Stat.*

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	September 9, 2026
PUBLICATION DATE	September 6, 2026 September 13, 2026
SECOND READING	October 14, 2026

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of October 2026.

CITY OF BRADENTON, FLORIDA

_____

Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

Exhibit A

EXHIBIT "A"
Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)

Description:

Parcel "A" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "A"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37'00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet to the **POINT OF BEGINNING**; thence N 89°42'58" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line, described in City of Bradenton, Florida, Ordinance 1090, adopted May 13, 1970, a distance of 85.34 feet; thence S 00°32'00" E, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 313.85 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 85.80 feet; thence N 00°27'00" W, along a line described in Official Records Book 435, Page 545 of the said public records and said Official Records Book 1043, Page 1914 and the City of Bradenton, Florida, Municipal Corporate limit line, described in the City of Bradenton, Florida, Ordinance 1048, adopted November 13, 1968 and said Ordinance 1090, a distance of 314.10 feet, more or less, to the **POINT OF BEGINNING**.

Containing 0.62 acres or 26,866 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.
4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.
5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:09:06 -04'00'

09/18/2026

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4064
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

Exhibit B

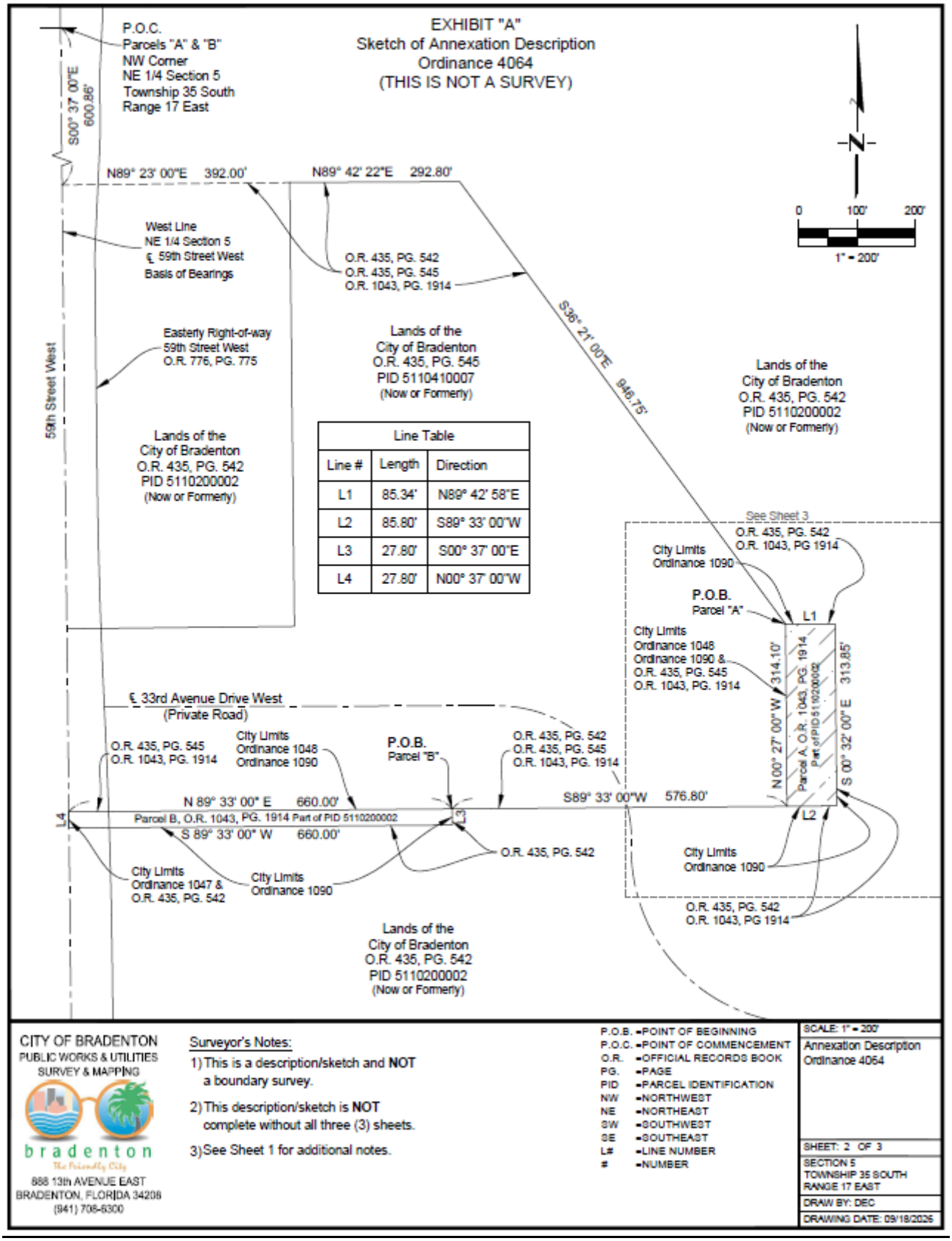

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)
P.O.C.
Parcels "A" & "B"
NW Corner
NE 1/4 Section 5
Township 35 South
Range 17 East
S00° 37' 00"E 600.86'
N89° 23' 00"E 392.00'
N89° 42' 22"E 292.80'
West Line
NE 1/4 Section 5
℄ 59th Street West
Basis of Bearings
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
S36° 21' 00"E 946.75'
Easterly Right-of-way
59th Street West
O.R. 776, PG. 775
59th Street West
Lands of the
City of Bradenton
O.R. 435, PG. 545
PID 5110410007
(Now or Formerly)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Line Table
Line # | Length | Direction
L1 | 85.34' | N89° 42' 58"E
L2 | 85.80' | S89° 33' 00"W
L3 | 27.80' | S00° 37' 00"E
L4 | 27.80' | N00° 37' 00"W
See Sheet 3
O.R. 435, PG. 542
O.R. 1043, PG 1914
City Limits
Ordinance 1090
P.O.B.
Parcel "A"
L1
City Limits
Ordinance 1048
Ordinance 1090 &
O.R. 435, PG. 545
O.R. 1043, PG. 1914
314.10'
313.85'
N 00° 27' 00" W
S 00° 32' 00" E
Parcel A, O.R. 1043, PG. 1914
Part of PID 5110200002
℄ 33rd Avenue Drive West
(Private Road)
O.R. 435, PG. 545
O.R. 1043, PG. 1914
City Limits
Ordinance 1048
Ordinance 1090
P.O.B.
Parcel "B"
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
N 89° 33' 00" E 660.00'
S89° 33' 00"W 576.80'
L4
Parcel B, O.R. 1043, PG. 1914 Part of PID 5110200002
S 89° 33' 00" W 660.00'
L2
O.R. 435, PG. 542
City Limits
Ordinance 1090
City Limits
Ordinance 1047 &
O.R. 435, PG. 542
City Limits
Ordinance 1090
O.R. 435, PG. 542
O.R. 1043, PG 1914
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
0
100'
200'
1" = 200'
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without all three (3) sheets.
3) See Sheet 1 for additional notes.
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
L# =LINE NUMBER
=NUMBER
SCALE: 1" = 200'
Annexation Description
Ordinance 4064
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

Exhibit C

MAYOR GENE BROWN

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9450 | mayor@cityofbradenton.com
www.cityofbradenton.com

August 17, 2026

Mr. Tal Siddique, Chairperson
Manatee County Board of County Commissioners
Manatee County Administration Bui9lding
1112 Manatee Avenue West
Bradenton, Florida 34205

Re: City of Bradenton Annexation

Chairperson Siddique,

As Mayor of the City of Bradenton, on behalf of the governing body of the City, this notice is hereby provided pursuant to F. S. Section 171.044(6) to the Manatee Board of County Commissioners that the City of Bradenton intends to consider a voluntary annexation of approximately 1.04 acres of land located within G.T. Bray Park. The areas to be annexed are depicted on the attached maps, surveys, and metes and bounds descriptions.

The subject properties are currently owned by the City of Bradenton, and the City is the applicant of this petition. As such, this may be considered voluntary annexations.

The City has reviewed these annexations in accordance with F.S. Chapter 171 and found that they are reasonably compact, contiguous to property that is currently within the City of Bradenton's jurisdiction and that the annexations of these properties will not create an enclave.

It is expected that the annexation ordinances will be heard on First Reading at the regular City Council meeting on September 9, 2026, with Second Reading on October 14, 2026.

We appreciate our partnership with Manatee County and will be available to answer any questions. If you have any questions or concerns, please contact my office at (941) 932-9450 or at gene.brown@bradentonfl.gov or you may discuss with Robin Singer, Director of Planning & Community Development at (941) 932-9408 or email robin.singer@bradentonfl.gov.

Sincerely,

Gene Brown
Mayor

Cc: Rob Perry
Lance Williams
Corey Fortin
Robin Singer
Greg DeLong

City of Bradenton
Planning and Community Development Department
City Council Public Hearings
September 9, 2026, and October 14, 2026

Staff Report

Case Number:	PLN-AXR-26-0003
Ordinance No.:	4064
Applicant:	City of Bradenton
Owner:	City of Bradenton
Address:	5210 33rd Avenue Drive West
Parcel ID No:	Surrounded by Parcel 5110200002
Current Zoning:	Unknown
Future Land Use:	Unknown
Flood Zone:	X

Surrounding Property – Zoning & Future Land Use:

Current Zoning:

North:	City of Bradenton – Planned Development Project (PDP)
South:	City of Bradenton – Planned Development Project (PDP)
East:	City of Bradenton – Planned Development Project (PDP)
West:	City of Bradenton – Planned Development Project (PDP)

Future Land Use:

North:	City of Bradenton – Recreation / Open Space (R/OS)
South:	City of Bradenton – Recreation / Open Space (R/OS)
East:	City of Bradenton – Recreation / Open Space (R/OS)
West:	City of Bradenton – Recreation / Open Space (R/OS)

Request:

The applicant is requesting a voluntary annexation into the City of Bradenton for one parcel located approximately 1,200 feet east of the intersection of 59th Street West and 33rd Avenue Drive West; totaling approximately .62 acres total. The purpose of this annexation is for city owned land in GT Bray Park to be wholly within the jurisdiction of the City of Bradenton. The Parcel, herein referred to as "Parcel A" is shown as "Exhibit A" below.

Comprehensive Plan Analysis:

Objective 1.7 of the Future Land Use Element of the Comprehensive Plan provides criteria "*to expand City boundaries through annexation of unincorporated land in a logical, sequential and efficient manner*." The following analysis provides responses to the criteria and the requirements of Florida Statutes Chapter 171.

Policy 1.7.2 Annexation Feasibility Study (AFS)

The applicant shall produce an Annexation Feasibility Study for every proposed annexation outlining the property's compliance with the specific policies of Objective 1.7. At a minimum, the AFS will include:

- ***A statement addressing the requirements of annexations outlined in Ch. 171, FS.***

Florida Statutes Section 171.044 provides for the voluntary annexation of property as follows:

> *The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.*

The subject parcel is compact, contiguous property to a parcel (5110200002) that is already under the jurisdiction of the City of Bradenton.

> *Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves*

- ***A statement addressing the potential creation of an enclave.***

Pursuant to F.S. 171.031(5):

> *(5) "Enclave" means:*
>
> *(a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality;*
>
> *or*
>
> *(b) Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.*

The area proposed for annexation does not create an enclave. The parcel in all directions of the subject property is within the jurisdiction of the City of Bradenton.

- ***A statement addressing the potential creation of a "leap-frog" extension.***

The parcel to be annexed is substantially contiguous to a parcel already under Bradenton's jurisdiction.

- ***A statement addressing the potential creation of a nearly surrounded pocket of unincorporated land.***

This annexation does not fully surround or create a pocket of unincorporated land.

- ***A statement addressing the potential creation of an overly irregular City Boundary.***

This annexation does not create a newly irregular City boundary.

- ***An inventory of existing public services provided to the proposed annexation by the County or others.***

The subject parcel is currently operating as part of the park and is receiving public services.

- ***An inventory of public services to be provided by the City upon annexation.***

The subject parcel is currently operating as part of the park to which it will be annexed into, creating no change in the existing public services provided by the City.

- ***A statement from the City Engineer noting if the provision of public services to the proposed property will adversely affect the provision of services to existing City residents.***

A statement from the City Engineer noting that no change has been provided.

- ***The results of a fiscal impact assessment of the proposed annexation.***

Policy 1.7.3 Public Services

- ***The City shall deny or delay annexations of properties that would cause a decrease in the City's ability to provide adequate public services to existing City residents at approved LOS standards, until such time as the deficiency can be corrected. Public services to be considered include, but are not limited to:***
  - ***Potable water***
  - ***Wastewater***
  - ***Stormwater***
  - ***Police***
  - ***Fire protection***
  - ***Road maintenance***
  - ***Garbage collection***
  - ***Parks and recreation***

There will be no changes to the City's existing ability to provide these services as a result of this annexation.

Policy 1.7.4 Fiscal Impact

- ***The City shall not approve a proposed annexation if a fiscal impact assessment of the property shows a negative benefit to the City, unless the annexation is to correct an overriding public health or safety issue.***

A fiscal impact analysis has been completed and submitted.

Policy 1.7.5 Assignment of Future Land Use

- ***The City shall assign land annexed into the City a future land use category during the next comprehensive plan amendment cycle, consistent with all policies in this Comprehensive Plan and adjacent land use categories, as shown on the adopted Future Land Use Map.***

Amendments to the Future Land Use Map and zoning map for the City are in progress with a Planning Commission meeting set for September 16, 2026.

Policy 1.7.6 Public Facilities Efficiency

- **The City shall encourage annexation of property where the annexation promotes the efficiency of utilities or roadways.**

The proposed annexation of this City owned property is efficient as the site is contiguous to property that is already within the City's jurisdiction.

Staff Comments:

This voluntary annexation of this specific parcel will allow for GT Bray Park to be one contiguous parcel within the City of Bradenton's jurisdiction. The forthcoming requests for a future land use and zoning map change are consistent with the adjacent zoning and future land use already within city jurisdiction.

Respectfully submitted,

Brandon Wink

Brandon Wink,
City Planner

EXHIBITS:

EXHIBIT A: Parcel “A” Sketch

EXHIBIT B: Location Map

EXHIBIT C: Future Land Use Map

EXHIBIT D: Zoning Map

EXHIBIT E: Metes and Bounds Survey

EXHIBIT A
Parcel "A" Sketch

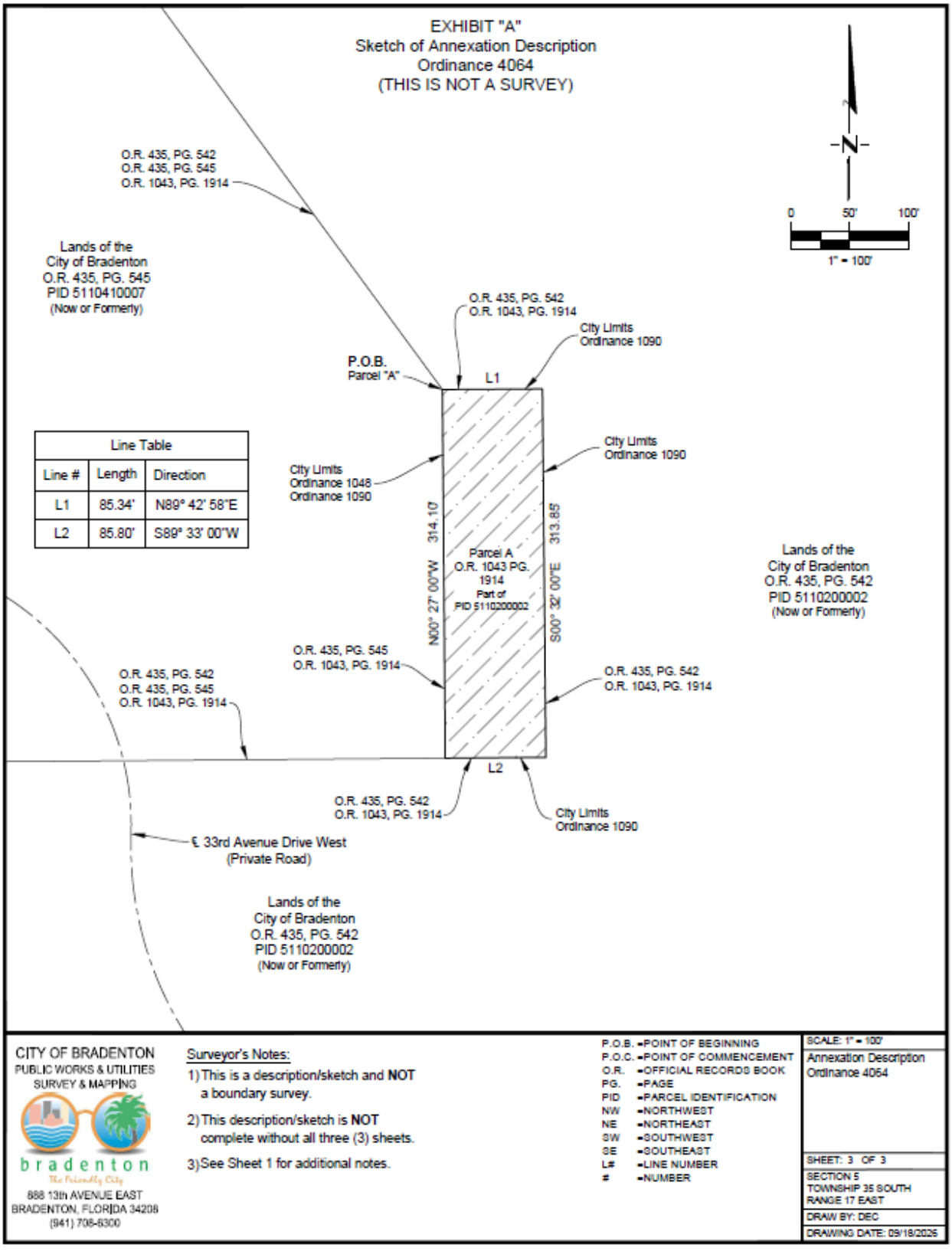


EXHIBIT B
Location Map

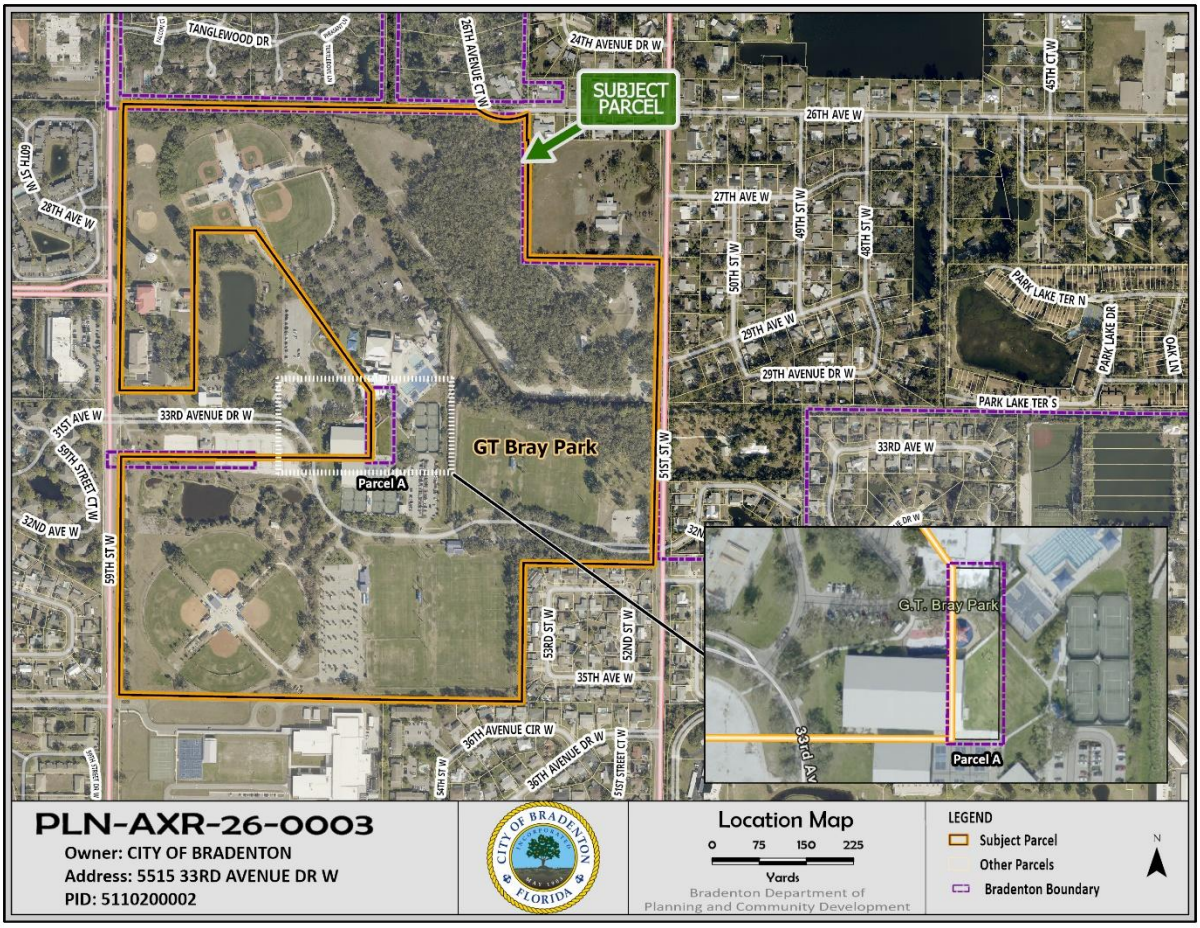


EXHIBIT C
Future Land Use Map

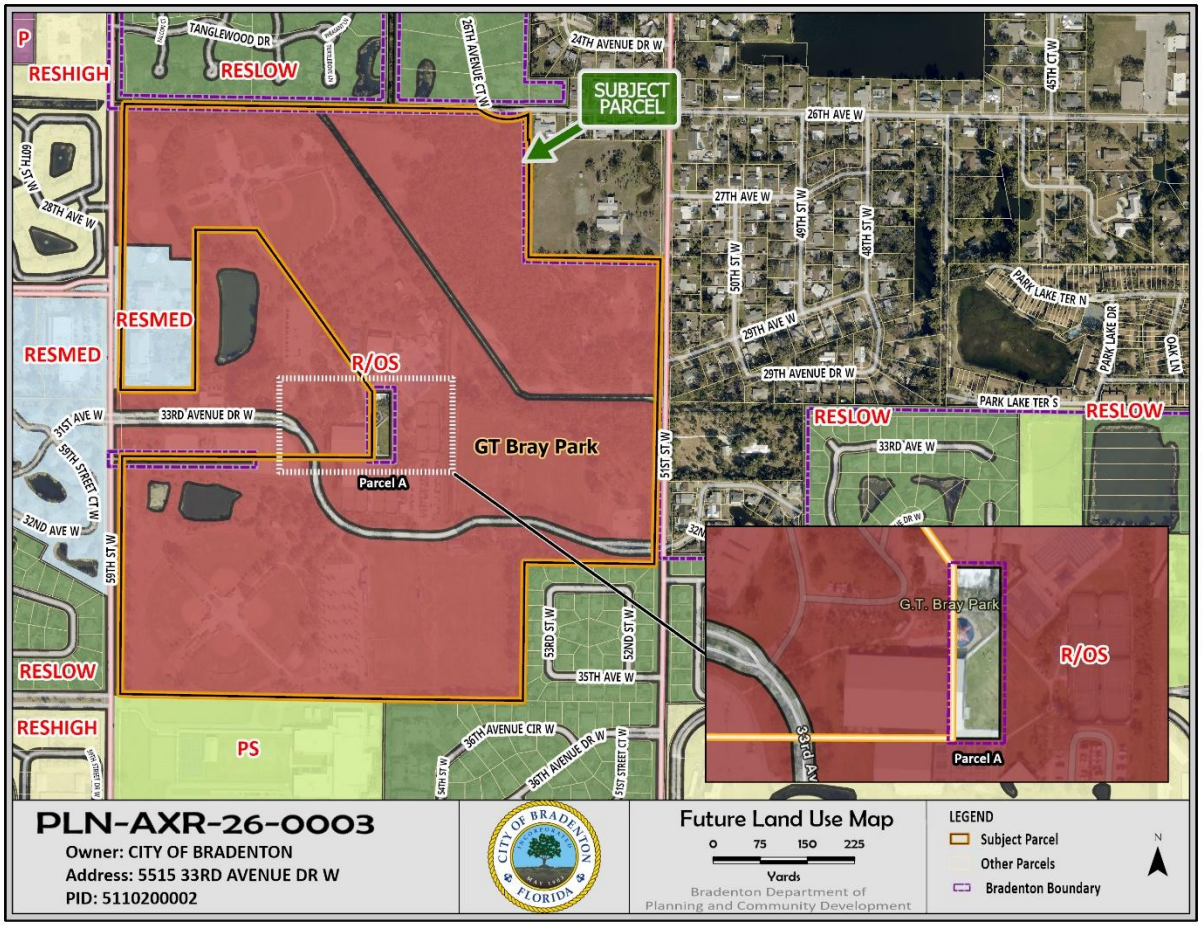


EXHIBIT D
Zoning Map

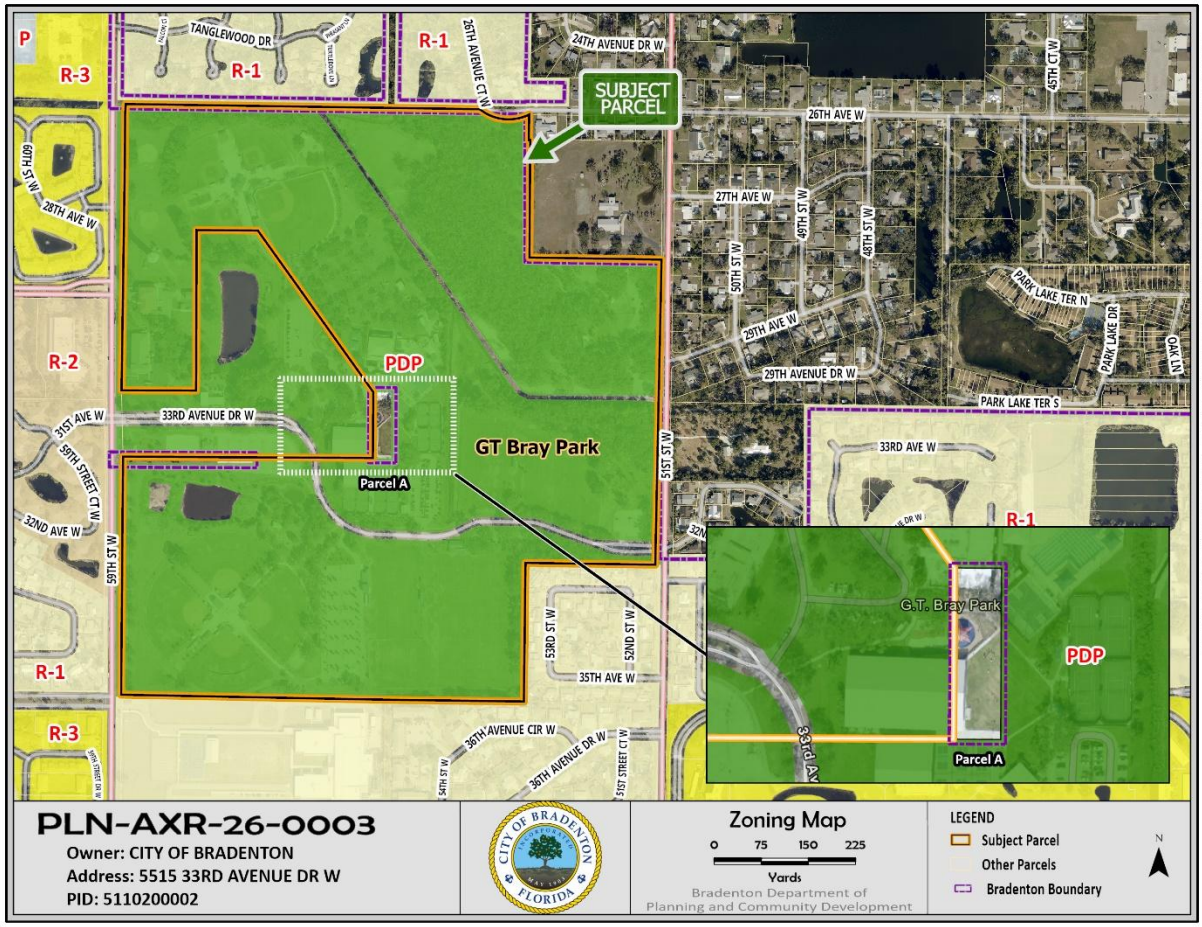


EXHIBIT E
Metes and Bounds

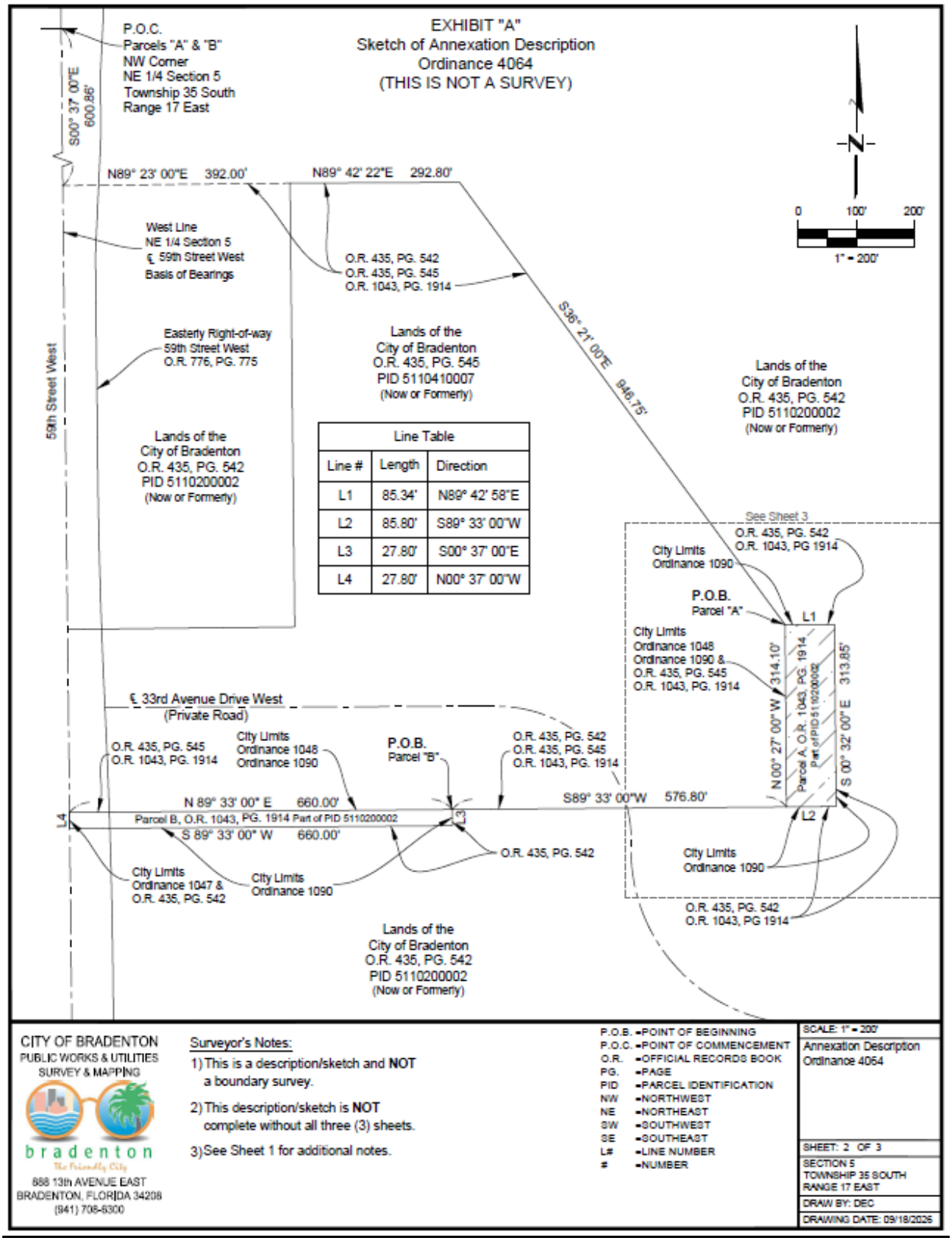


EXHIBIT "A"
Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)

Description:

Parcel "A" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "A"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37'00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet to the **POINT OF BEGINNING**; thence N 89°42'58" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line, described in City of Bradenton, Florida, Ordinance 1090, adopted May 13, 1970, a distance of 85.34 feet; thence S 00°32'00" E, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 313.85 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 85.80 feet; thence N 00°27'00" W, along a line described in Official Records Book 435, Page 545 of the said public records and said Official Records Book 1043, Page 1914 and the City of Bradenton, Florida, Municipal Corporate limit line, described in the City of Bradenton, Florida, Ordinance 1048, adopted November 13, 1968 and said Ordinance 1090, a distance of 314.10 feet, more or less, to the **POINT OF BEGINNING**.

Containing 0.62 acres or 26,866 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:09:06 -04'00'

09/18/2026

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4064
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

August 4, 2026

City of Bradenton City Council
City of Bradenton Planning Commission
City of Bradenton Planning Division
101 Old Main Street
Bradenton, FL 34205

RE: GT Bray Park Annexation, Comp Plan, and Zoning Atlas Map Amendments

Dear City Council, Planning Commission, and Planning staff,

City of Bradenton Administration is requesting annexation of two small parcels located within GT Bray Park that currently are in unincorporated Manatee County. The parcels (one being vacant and the other built upon) were part of a Fee Simple Deed dated January 31, 1983, between City National Bank of Miami and the City of Bradenton. The annexations will bring all city owned land within GT Bray Park into the city's jurisdiction.

Along with this request, the city is requesting the zoning of the two parcels be Planned Development Project (PDP) and that they are given a Future Land Use Classification of Recreation/Open Space (R/OS), which is consistent with the current zoning and Future Land Use Classification of GT Bray Park.

Attached to this letter is required documentation to support the requests.

Respectfully submitted,

Rob Perry
City Administrator

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Ordinance 4064
(THIS IS NOT A SURVEY)

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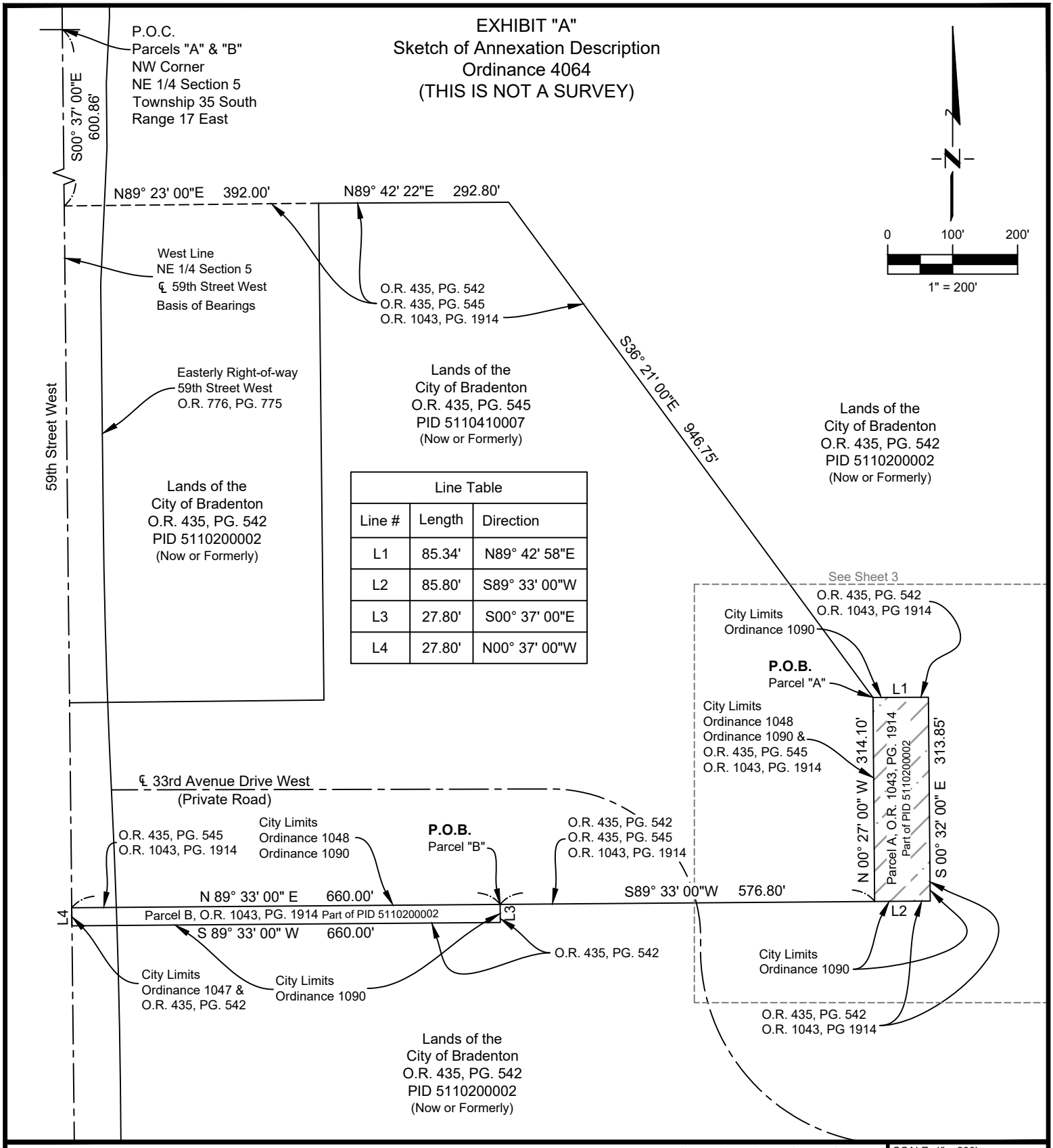
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09/18/2026
DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
Annexation Description
Ordinance 4064
SHEET: 1 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

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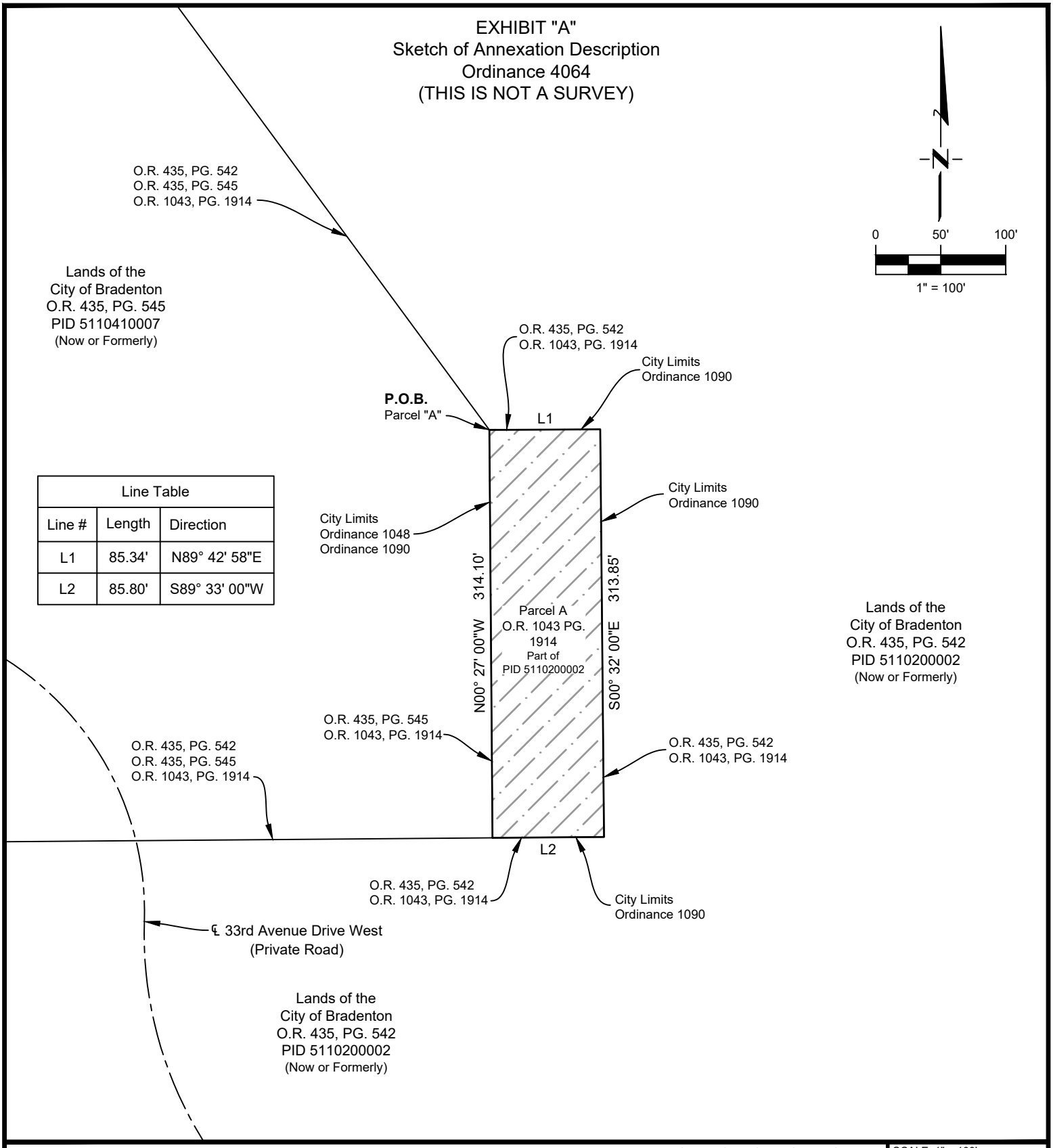
Surveyor's Notes:

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2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

P.O.B.	=POINT OF BEGINNING
P.O.C.	=POINT OF COMMENCEMENT
O.R.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 200'
Annexation Description
Ordinance 4064
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)



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SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 100'
Annexation Description
Ordinance 4064
SHEET: 3 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

883318

FEE SIMPLE DEED

THIS INDENTURE, Made this 31st day of January, 1983, between CITY NATIONAL BANK OF MIAMI, as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), party of the first part, and the CITY OF BRADENTON, a municipal corporation, whose mailing address is Bradenton, Florida, party of the second part,

W I T N E S S E T H

That party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the party of the second part, its successors and assigns, that certain land lying and being in the County of Manatee and State of Florida, more particularly described as follows:

PARCEL "A"

From the NW corner of the NE¼ of Section 5, Township 35 South, Range 17 East, run South 0°37' East along the West line of said NE¼ a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide), thence run North 89°23' East a distance of 392 feet to a point, thence run North 89°42'22" East 292.80 feet, thence run South 36°21'00" East 946.75 feet to a point, said point being hereinafter referred to as Point A, thence run South 0°27'00" East 314.03 feet to a point, said point being hereinafter referred to as Point B and said line last run being hereinafter referred to as the Line AB, said Point B being the Point of Beginning, run thence North 0°27'00" West 314.03 feet along the Line AB to said Point A, thence run North 89°43'58" East 85.34 feet, thence run South 0°32'00" East 313.85 feet, thence run South 89°33'00" West 85.70 feet, more or less to the Point of Beginning

PARCEL "B"

Commence at Point B referred to in the description just above, run thence South 89°33'00" West 1236.80 feet to a point on the center line of 59th Street West, said point being hereinafter referred to as Point C and the line last run being hereinafter referred to as the Line BC, said Point C being also the Point of Beginning,

Documentary Stamps in the amount of $22.50
have been paid this 8 day of Feb 19 83
R. B. Shore, Clerk of the Circuit Court, Manatee County Florida
by D. Earnest Deputy Clerk.

O.R. 1043 PG 1914

run thence South 0°37'00" East along the West line of said NE¼ a distance of 27.80 feet to a point on the center line of said 59th Street West, run thence North 89°33'00" East parallel to the Line BC a distance of 660 feet to a point, run thence North 0°37'00" West a distance of 27.80 feet, more or less, to a point on the Line BC, run thence South 89°23'00" West along the Line BC a distance of 660 feet, more or less, to the Point of Beginning.

Said two tracts just above described containing in the aggregate approximately one acre.

PARCEL "C" (1)

Any lands, if any there should be, lying between Parcel "A" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

PARCEL "C" (2)

Any lands, if any there should be, lying between Parcel "B" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower, reversion, remainder and easment thereto belonging or in anywise appertaining.

SUBJECT TO THE FOLLOWING:

1. County and city taxes if any there should be.

2. Any valid and legally enforceable roads and road rights-of-way, streets, outfall ditches, drainage and irrigation canals and ditches, if any, and easements for utilities, rights-of-way, drainage and irrigation, all whether by reservation, dedication, order of taking or grant of record or whether by prescription.

3. Any matter of fact which an accurate survey or inspection of the premises will disclose.

4. Any applicable zoning, building, flood control or other rules, ordinances or regulations by any governmental agency which restrict, limit or prohibit the use of the described property or any part thereof.

O.R. 1043 PG 1915

TO HAVE AND TO HOLD the same in fee simple forever.

This Deed is the act and deed of CITY NATIONAL BANK OF MIAMI in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), and not in its individual capacity.

IN WITNESS WHEREOF, the said CITY NATIONAL BANK OF MIAMI has caused these presents to be executed in its name by its officers thereunto duly authorized, and its corporate seal to be affixed, in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), the day and year first above written.

CITY NATIONAL BANK OF MIAMI

BY: B. Kleckner
Vice President & Trust Officer

(CORP. SEAL)

Attest: David F. Dando
Title: TRUST OFFICER

Signed, sealed and delivered in the presence of:

Beatrice Silers

Joyce W. Iucci

As Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded)

FILED AND RECORDED
FEB 8 2 19 PM '83
R.B. SIGAR, CLERK
MANATEE CTY, FLA

88331 8

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared B. KLECKNER and DAVID F. DANDO, well known to me to be the Vice President and Trust Officer and the TRUST OFFICER, respectively of CITY NATIONAL BANK OF MIAMI, to me known and known to me to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Bank, and the said instrument is the act and deed of said Bank in the capacity therein set forth.

WITNESS, my hand and official seal in the county and state last aforesaid this 31 day of January, 1983.

NOTARY PUBLIC

Joyce W. Iucci
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 11, 1983

O.R. 1043 PG 1916

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:

ORDINANCE NO. 4064: AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS; BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.62 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON, PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; 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;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ 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):

The proposed ordinance is in regard to annexation of a parcel of land within GT Bray Park. The annexation is necessary to bring all city owned land within the park into the city limits of Bradenton. After annexation of the parcel of land is complete, the city will designate proper zoning and a Future Land Use classification to be consistent with adjacent land uses; therefore, it does not present a detriment to the public health, safety, morals, or welfare of the community.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Bradenton's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There should not be a direct economic impact on private, for-profit businesses within the City of Bradenton as a result of this annexation. The land will continue to be used as it is currently being used and that is as park land.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses should be impacted by the proposed ordinance. The ordinance is in relationship to an annexation of land to basically clean up records. The land will continue to be used as it currently is being used, with that being park land.

4. Additional information the governing body deems useful (if any):
For example: City of Bradenton staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the Manatee Chamber of Commerce, social media posting, direct mail or direct email, posting on the City of Bradenton's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

Not Applicable (N/A).

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4081 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED APROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to either approve or deny Ordinance 4081.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant is requesting a voluntary annexation into the City of Bradenton for a parcel, known as "Parcel B" found within the GT Bray Park, approximately totaling 0.42 acres. The purpose is to create consistency within the park boundary, as the "Parcel B" is entirely surrounded by existing park land.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Ordinance 4081.

ATTACHMENTS:
Ordinance 4081
Staff Report
Application Materials
Business Impact Estimate

ORDINANCE NO. 4081

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED APROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 171.044, *Fla. Stat.*, provides for the voluntary annexation of reasonably compact real property that is contiguous to a municipality; and

WHEREAS, the City of Bradenton is the owner of approximately 0.42 acres of real property located at 5210 33rd Avenue Drive West, Bradenton, Florida 34209 (PID#5110200002), and legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, a map generally depicting the location of the Property is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the City of Bradenton, has executed a petition requesting that the Property be annexed into the City of Bradenton, pursuant to the provisions of Section 171.044, *Fla. Stat.*; and

WHEREAS, the Property is reasonably compact and contiguous to the City of Bradenton, the proposed annexation of the Property will not create any enclaves, and the proposed annexation otherwise meets the requirements of Section 2.2.6 of the City's Code of Ordinances, Objective 1.7 of the Future Land Use Element of the Comprehensive Plan, and Section 171.044, *Fla. Stat.*; and

WHEREAS, notice of said annexation, a copy of which is attached hereto and incorporated herein as **Exhibit C**, has been sent to the Board of County Commissioners for Manatee County and published as required under Section 171.044, *Fla. Stat.*; and

WHEREAS, the City Council of the City of Bradenton hereby finds and declares that the annexation of the Property into the City is in the best interest of the public health, safety, and welfare; and

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

Section 1. Findings of Fact. The above "Whereas" clauses are adopted herein as findings of fact.

Section 2. Annexation of the Property. The Property, as legally described in Exhibit A and as generally depicted in Exhibit B, attached hereto and incorporated herein, is hereby annexed into and incorporated within the City of Bradenton as fully and effectually as if the same were included within the boundary of the City of Bradenton, as set forth in the Charter.

Section 3. Amendment of City Boundaries. The legal description of the City of Bradenton municipal boundaries, as described in the City Charter and kept on file in the City Clerk's office, is hereby amended to reflect the annexation of the Property. The City Clerk is hereby

directed to undertake measures necessary to amend the municipal boundaries consistent with this Ordinance and to make the filings required under Section 171.044, *Fla. Stat.*

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	September 9, 2026
PUBLICATION DATE	September 6, 2026 September 13, 2026
SECOND READING	October 14, 2026

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of October 2026.

CITY OF BRADENTON, FLORIDA

_____

Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

Exhibit A

EXHIBIT "A"
Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)

Description:

Parcel "B" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "B"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37' 00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet; thence S 00°27'00" E, along the City of Bradenton, Florida, Municipal Corporate limit line described in the City of Bradenton, Florida Ordinance 1048, adopted November 13, 1968 and City of Bradenton, Florida Ordinance 1090, adopted May 13, 1970, a distance of 314.10 feet; thence S 89°33'00" W, along the said Municipal Corporate limit line described in the said Ordinance 1048 and said Ordinance 1090, a distance of 576.80 feet to the **POINT OF BEGINNING**; thence S 00°37'00" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the said Municipal Corporate limit line described in said Ordinance 1090, a distance of 27.80 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 660.00 feet to a point on the center line of 59th Street West, thence N 00°37'00" W, along the center line of 59th Street West, also being the West line of said Northeast 1/4, and a line described in the said Official Records Books and the City of Bradenton, Florida, Municipal Corporate limit line described in City of Bradenton, Florida, Ordinance 1047, adopted November 13, 1968, a distance of 27.80 feet to a point on the centerline of said 59th Street West; thence N 89°33'00" E, along a line described in said Official Records Book 435, Page 545 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1048 and said Ordinance 1090, a distance of 660.00 feet; to the **POINT OF BEGINNING**.

Containing 0.42 acres or 18,348 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal or electronic equivalent of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:10:22 -04'00'

09/18/2026

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4081
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

Exhibit B

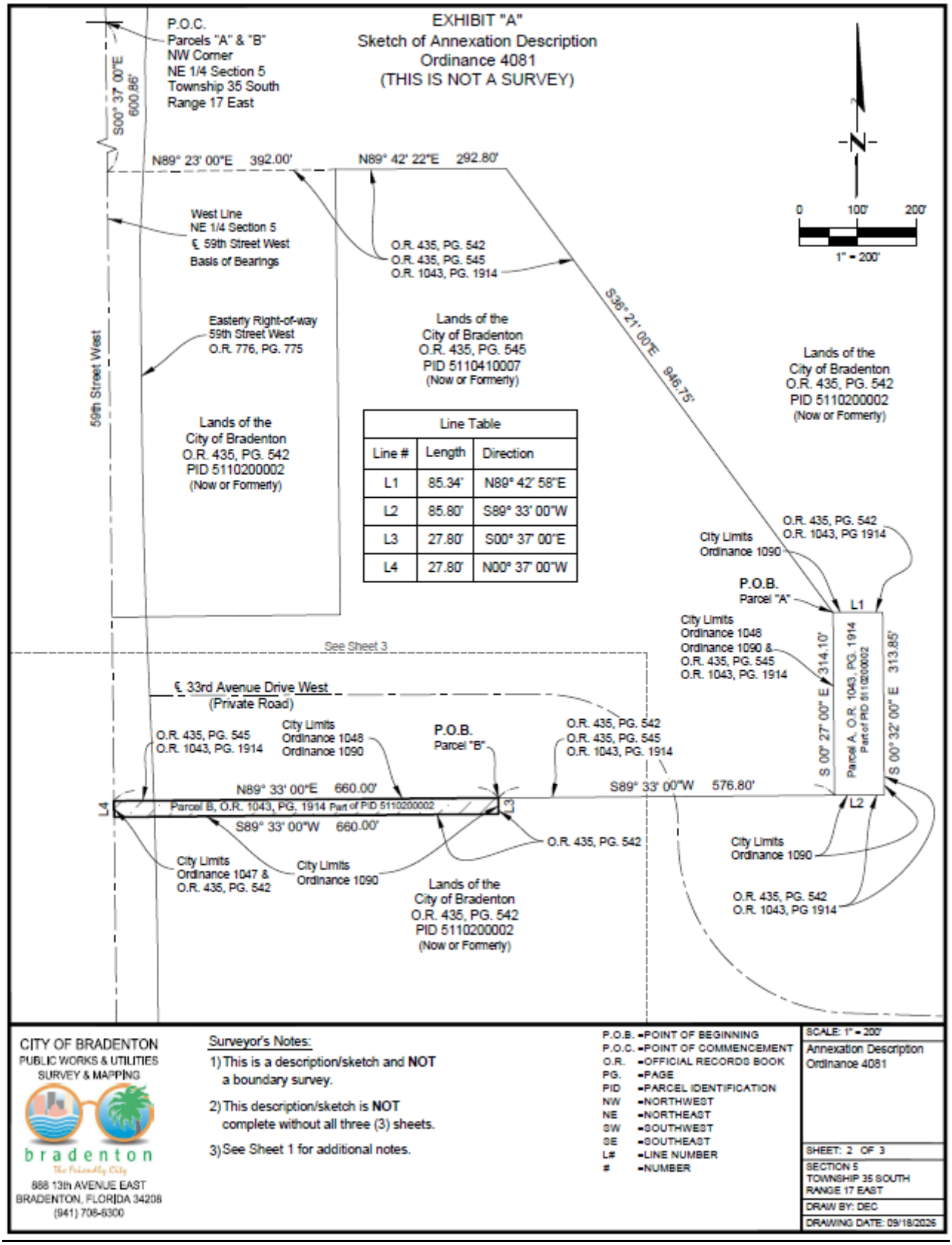

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)
P.O.C.
Parcels "A" & "B"
NW Corner
NE 1/4 Section 5
Township 35 South
Range 17 East
S00° 37' 00"E 600.86'
N89° 23' 00"E 392.00'
N89° 42' 22"E 292.80'
West Line
NE 1/4 Section 5
℄ 59th Street West
Basis of Bearings
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
S36° 21' 00"E 946.75'
0 100' 200'
1" = 200'
Easterly Right-of-way
59th Street West
O.R. 776, PG. 775
59th Street West
Lands of the
City of Bradenton
O.R. 435, PG. 545
PID 5110410007
(Now or Formerly)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Line Table
Line # | Length | Direction
L1 | 85.34' | N89° 42' 58"E
L2 | 85.80' | S89° 33' 00"W
L3 | 27.80' | S00° 37' 00"E
L4 | 27.80' | N00° 37' 00"W
O.R. 435, PG. 542
O.R. 1043, PG 1914
City Limits
Ordinance 1090
P.O.B.
Parcel "A"
L1
City Limits
Ordinance 1048
Ordinance 1090 &
O.R. 435, PG. 545
O.R. 1043, PG. 1914
S 00° 27' 00" E 314.10'
Parcel A, O.R. 1043, PG. 1914
Part of PID 5110200002
S 00° 32' 00" E 313.85'
See Sheet 3
℄ 33rd Avenue Drive West
(Private Road)
O.R. 435, PG. 545
O.R. 1043, PG. 1914
City Limits
Ordinance 1048
Ordinance 1090
P.O.B.
Parcel "B"
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
N89° 33' 00"E 660.00'
S89° 33' 00"W 576.80'
L4
Parcel B, O.R. 1043, PG. 1914 Part of PID 5110200002
S89° 33' 00"W 660.00'
L2
O.R. 435, PG. 542
City Limits
Ordinance 1047 &
O.R. 435, PG. 542
City Limits
Ordinance 1090
City Limits
Ordinance 1090
O.R. 435, PG. 542
O.R. 1043, PG 1914
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without all three (3) sheets.
3) See Sheet 1 for additional notes.
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
L# =LINE NUMBER
=NUMBER
SCALE: 1" = 200'
Annexation Description
Ordinance 4081
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

Exhibit C

MAYOR GENE BROWN

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9450 | mayor@cityofbradenton.com
www.cityofbradenton.com

August 17, 2026

Mr. Tal Siddique, Chairperson
Manatee County Board of County Commissioners
Manatee County Administration Bui9lding
1112 Manatee Avenue West
Bradenton, Florida 34205

Re: City of Bradenton Annexation

Chairperson Siddique,

As Mayor of the City of Bradenton, on behalf of the governing body of the City, this notice is hereby provided pursuant to F. S. Section 171.044(6) to the Manatee Board of County Commissioners that the City of Bradenton intends to consider a voluntary annexation of approximately 1.04 acres of land located within G.T. Bray Park. The areas to be annexed are depicted on the attached maps, surveys, and metes and bounds descriptions.

The subject properties are currently owned by the City of Bradenton, and the City is the applicant of this petition. As such, this may be considered voluntary annexations.

The City has reviewed these annexations in accordance with F.S. Chapter 171 and found that they are reasonably compact, contiguous to property that is currently within the City of Bradenton's jurisdiction and that the annexations of these properties will not create an enclave.

It is expected that the annexation ordinances will be heard on First Reading at the regular City Council meeting on September 9, 2026, with Second Reading on October 14, 2026.

We appreciate our partnership with Manatee County and will be available to answer any questions. If you have any questions or concerns, please contact my office at (941) 932-9450 or at gene.brown@bradentonfl.gov or you may discuss with Robin Singer, Director of Planning & Community Development at (941) 932-9408 or email robin.singer@bradentonfl.gov.

Sincerely,

Gene Brown
Mayor

Cc: Rob Perry
Lance Williams
Corey Fortin
Robin Singer
Greg DeLong

City of Bradenton
Planning and Community Development Department
City Council Public Hearings
September 9, 2026, and October 14, 2026

Staff Report

Case Number:	PLN-AXR-26-0004
Ordinance No.:	4081
Applicant:	City of Bradenton
Owner:	City of Bradenton
Address:	5210 33rd Avenue Drive West
Parcel ID No:	Surrounded by Parcel 5110200002
Current Zoning:	Unknown
Future Land Use:	Unknown
Flood Zone:	X

Surrounding Property – Zoning & Future Land Use:

Current Zoning:

North:	City of Bradenton – Planned Development Project (PDP)
South:	City of Bradenton – Planned Development Project (PDP)
East:	City of Bradenton – Planned Development Project (PDP)
West:	City of Bradenton – R-2 Medium Density, 1 & 2 Family

Future Land Use:

North:	City of Bradenton – Recreation / Open Space (R/OS)
South:	City of Bradenton – Recreation / Open Space (R/OS)
East:	City of Bradenton – Recreation / Open Space (R/OS)
West:	City of Bradenton – Residential Medium

Request:

The applicant is requesting a voluntary annexation into the City of Bradenton for one parcel located approximately 160 feet south of the intersection of 59th Street West and 33rd Avenue Drive West; totaling approximately .42 acres of land. The purpose of this annexation is for city owned land in GT Bray Park to be wholly within the jurisdiction of the City of Bradenton. The Parcel, herein referred to as "Parcel B" is shown as "Exhibit A" below.

Comprehensive Plan Analysis:

Objective 1.7 of the Future Land Use Element of the Comprehensive Plan provides criteria "*to expand City boundaries through annexation of unincorporated land in a logical, sequential and efficient manner*." The following analysis provides responses to the criteria and the requirements of Florida Statutes Chapter 171.

Policy 1.7.2 Annexation Feasibility Study (AFS)

The applicant shall produce an Annexation Feasibility Study for every proposed annexation outlining the property's compliance with the specific policies of Objective 1.7. At a minimum, the AFS will include:

- ***A statement addressing the requirements of annexations outlined in Ch. 171, FS.***

Florida Statutes Section 171.044 provides for the voluntary annexation of property as follows:

> *The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.*

The subject parcel is compact, contiguous property to a parcel (5110200002) that is already under the jurisdiction of the City of Bradenton.

> *Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves*

- ***A statement addressing the potential creation of an enclave.***

Pursuant to F.S. 171.031(5):

> *(5) "Enclave" means:*
>
> *(a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or*
>
> *(b) Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.*

The area proposed for annexation does not create an enclave. The parcel in all directions of the subject property is within the jurisdiction of the City of Bradenton.

- ***A statement addressing the potential creation of a "leap-frog" extension.***

The parcel to be annexed is substantially contiguous to a parcel already under Bradenton's jurisdiction.

- ***A statement addressing the potential creation of a nearly surrounded pocket of unincorporated land.***

This annexation does not fully surround or create a pocket of unincorporated land.

- ***A statement addressing the potential creation of an overly irregular City Boundary.***

This annexation does not create a newly irregular City boundary.

- ***An inventory of existing public services provided to the proposed annexation by the County or others.***

The subject parcel is currently operating as part of the park and is receiving public services

- ***An inventory of public services to be provided by the City upon annexation.***

The subject parcel is currently operating as part of the park to which it will be annexed into, creating no change in the existing public services provided by the City.

- ***A statement from the City Engineer noting if the provision of public services to the proposed property will adversely affect the provision of services to existing City residents.***

A statement from the City Engineer noting that no change has been provided.

- ***The results of a fiscal impact assessment of the proposed annexation.***

Policy 1.7.3 Public Services

- ***The City shall deny or delay annexations of properties that would cause a decrease in the City's ability to provide adequate public services to existing City residents at approved LOS standards, until such time as the deficiency can be corrected. Public services to be considered include, but are not limited to:***
  - ***Potable water***
  - ***Wastewater***
  - ***Stormwater***
  - ***Police***
  - ***Fire protection***
  - ***Road maintenance***
  - ***Garbage collection***
  - ***Parks and recreation***

There will be no changes to the City's existing ability to provide these services as a result of this annexation.

Policy 1.7.4 Fiscal Impact

- ***The City shall not approve a proposed annexation if a fiscal impact assessment of the property shows a negative benefit to the City, unless the annexation is to correct an overriding public health or safety issue.***

A fiscal impact analysis has been completed and submitted.

Policy 1.7.5 Assignment of Future Land Use

- ***The City shall assign land annexed into the City a future land use category during the next comprehensive plan amendment cycle, consistent with all policies in this Comprehensive Plan and adjacent land use categories, as shown on the adopted Future Land Use Map.***

Amendments to the Future Land Use Map and zoning map for the City are in progress with a Planning Commission meeting set for September 16, 2026.

Policy 1.7.6 Public Facilities Efficiency

- **The City shall encourage annexation of property where the annexation promotes the efficiency of utilities or roadways.**

The proposed annexation of this City owned property is efficient as the site is contiguous to property that is already within the City's jurisdiction.

Staff Comments:

This voluntary annexation of this specific parcel will allow for GT Bray Park to be one contiguous parcel within the City of Bradenton's jurisdiction. The forthcoming requests for a future land use and zoning map change are consistent with the adjacent and future land use already within the city jurisdiction.

Respectfully submitted,

Brandon Wink

Brandon Wink,
City Planner

EXHIBITS:

EXHIBIT A: Parcel "B" Sketch

EXHIBIT B: Location Map

EXHIBIT C: Future Land Use Map

EXHIBIT D: Zoning Map

EXHIBIT E: Metes and Bounds

EXHIBIT A
Parcel "B" Sketch

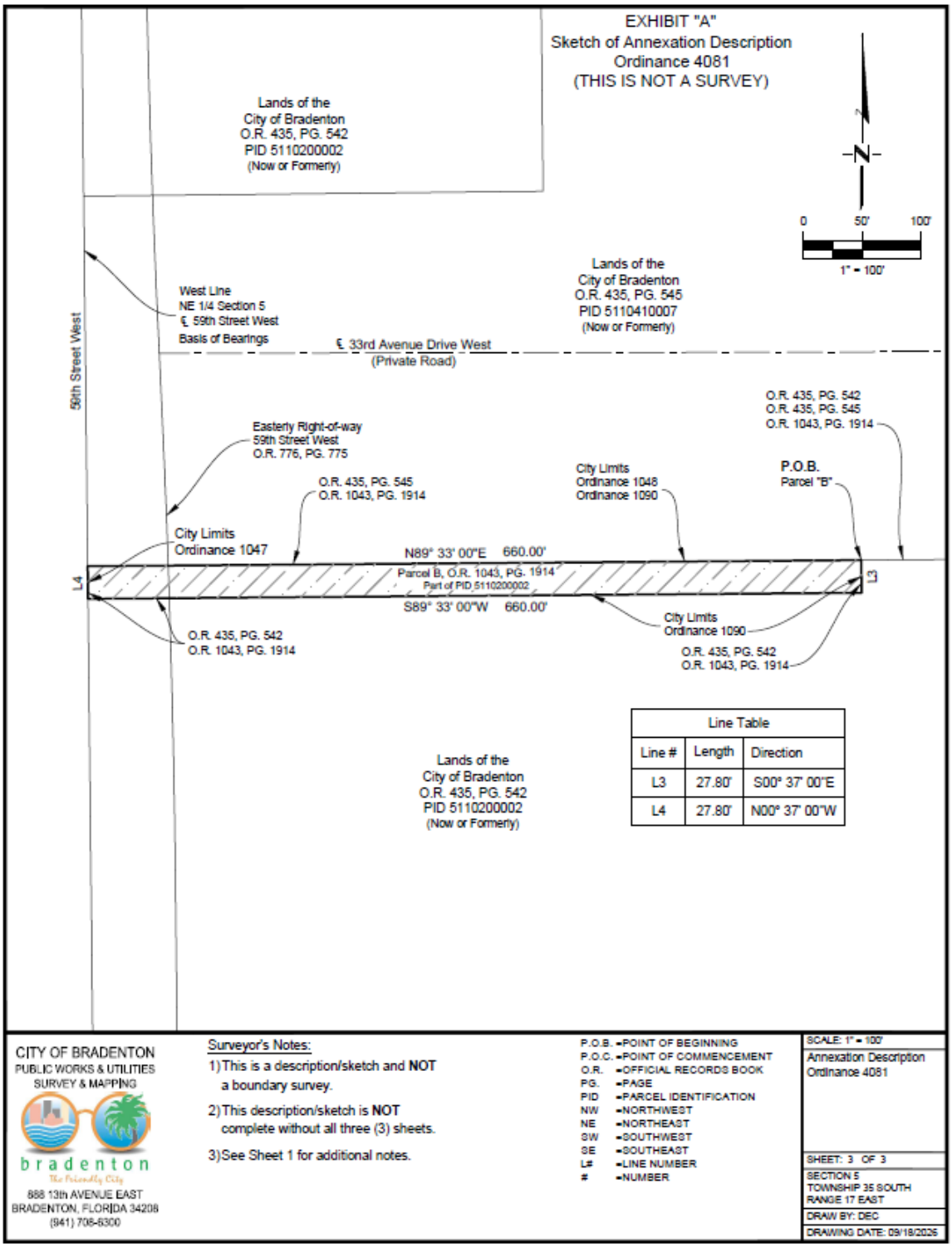


EXHIBIT B
Location Map

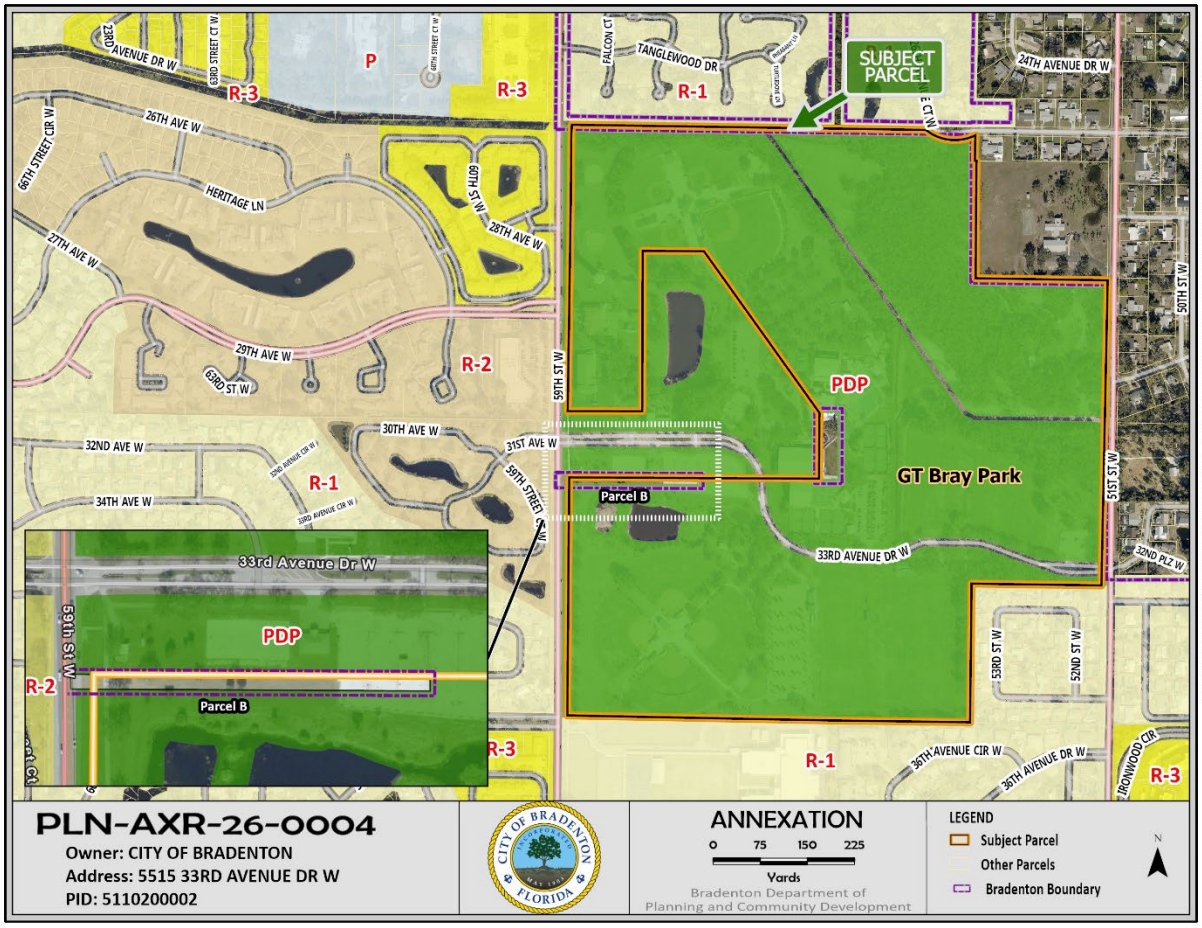


EXHIBIT C
Future Land Use Map

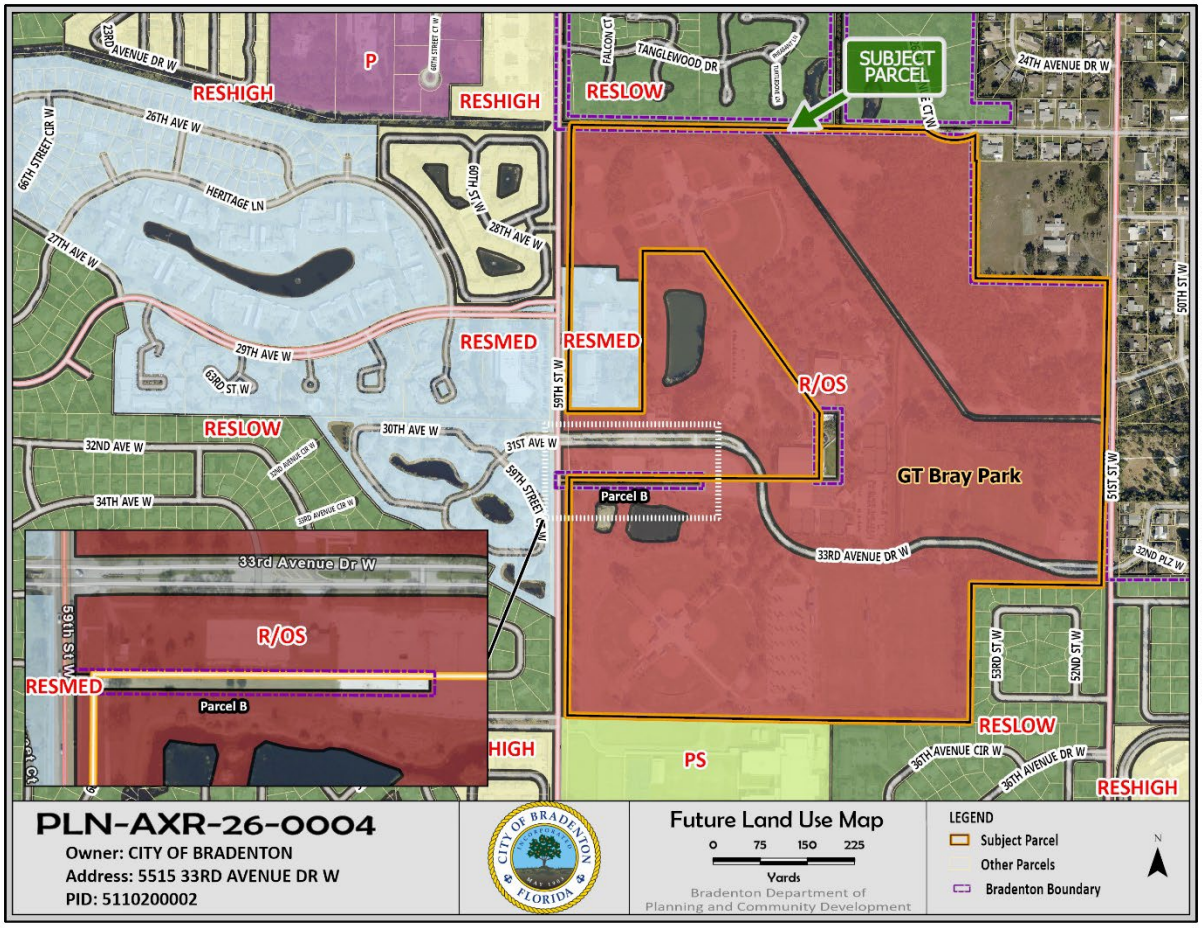


EXHIBIT D
Zoning Map

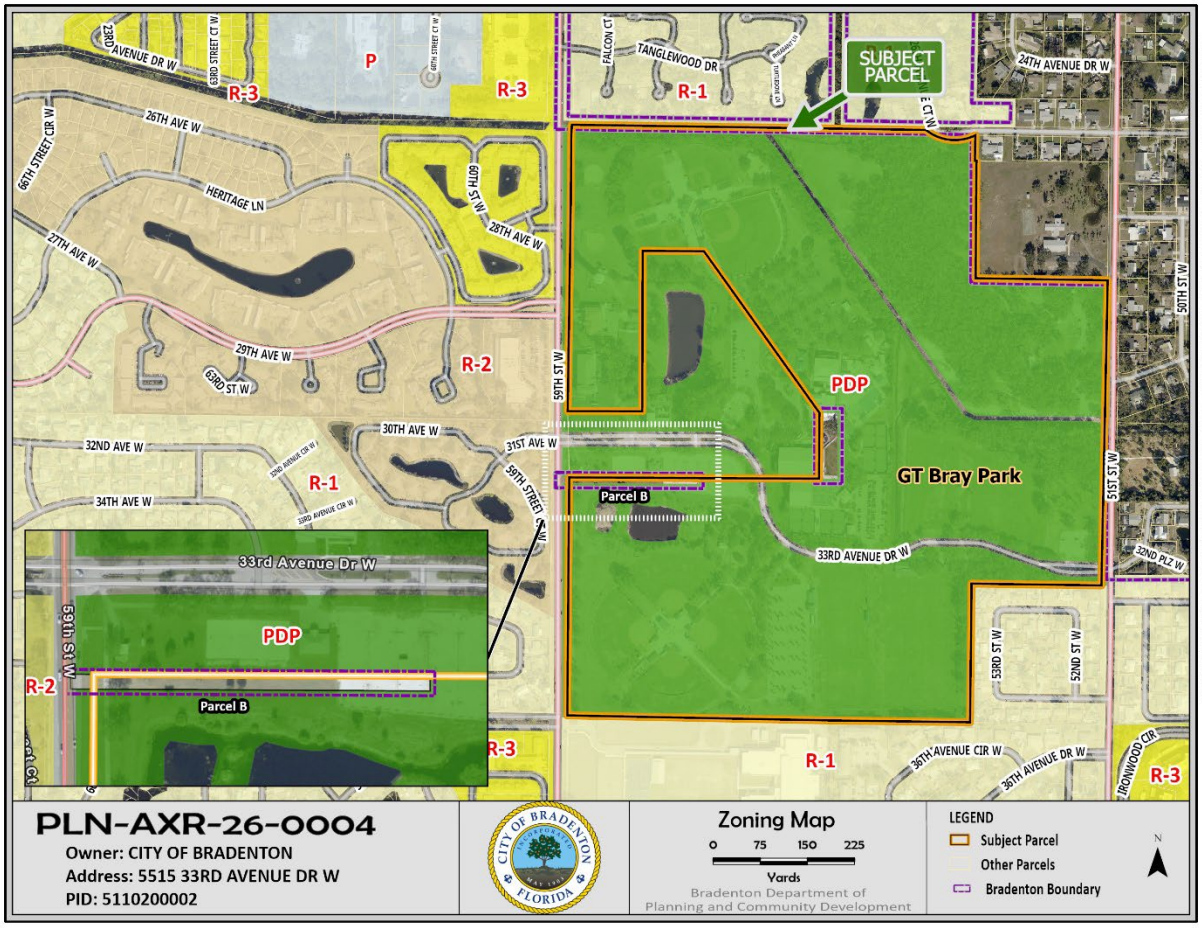
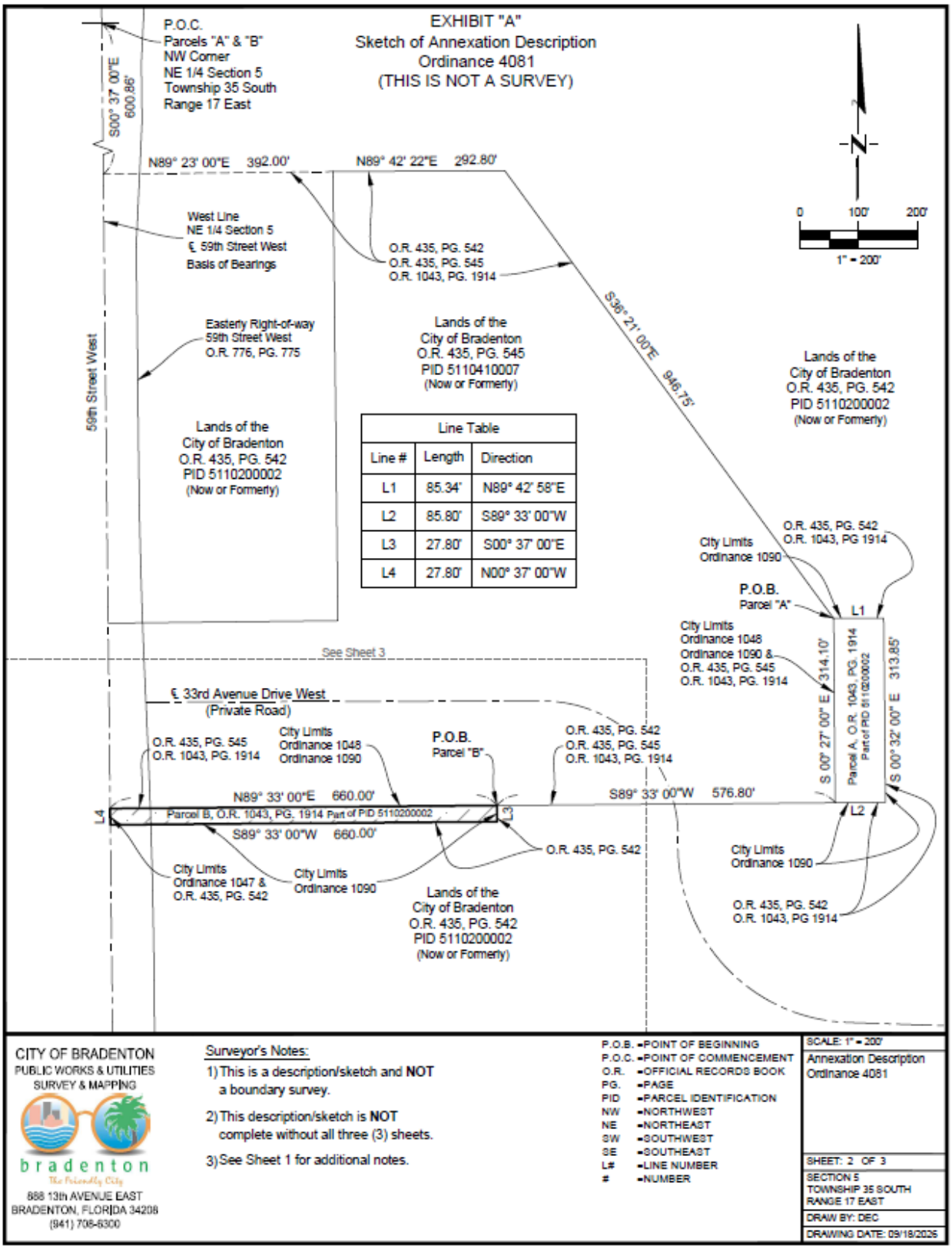


EXHIBIT E
Metes and Bounds



CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
L# =LINE NUMBER
=NUMBER

SCALE: 1" = 200'
Annexation Description
Ordinance 4081
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT "A"
Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)

Description:

Parcel "B" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "B"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37' 00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet; thence S 00°27'00" E, along the City of Bradenton, Florida, Municipal Corporate limit line described in the City of Bradenton, Florida Ordinance 1048, adopted November 13, 1968 and City of Bradenton, Florida Ordinance 1090, adopted May 13, 1970, a distance of 314.10 feet; thence S 89°33'00" W, along the said Municipal Corporate limit line described in the said Ordinance 1048 and said Ordinance 1090, a distance of 576.80 feet to the **POINT OF BEGINNING**; thence S 00°37'00" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the said Municipal Corporate limit line described in said Ordinance 1090, a distance of 27.80 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 660.00 feet to a point on the center line of 59th Street West, thence N 00°37'00" W, along the center line of 59th Street West, also being the West line of said Northeast 1/4, and a line described in the said Official Records Books and the City of Bradenton, Florida, Municipal Corporate limit line described in City of Bradenton, Florida, Ordinance 1047, adopted November 13, 1968, a distance of 27.80 feet to a point on the centerline of said 59th Street West; thence N 89°33'00" E, along a line described in said Official Records Book 435, Page 545 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1048 and said Ordinance 1090, a distance of 660.00 feet; to the **POINT OF BEGINNING**.

Containing 0.42 acres or 18,348 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal or electronic equivalent of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:10:22 -04'00'

09/18/2026

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4081
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

August 4, 2026

City of Bradenton City Council
City of Bradenton Planning Commission
City of Bradenton Planning Division
101 Old Main Street
Bradenton, FL 34205

RE: GT Bray Park Annexation, Comp Plan, and Zoning Atlas Map Amendments

Dear City Council, Planning Commission, and Planning staff,

City of Bradenton Administration is requesting annexation of two small parcels located within GT Bray Park that currently are in unincorporated Manatee County. The parcels (one being vacant and the other built upon) were part of a Fee Simple Deed dated January 31, 1983, between City National Bank of Miami and the City of Bradenton. The annexations will bring all city owned land within GT Bray Park into the city's jurisdiction.

Along with this request, the city is requesting the zoning of the two parcels be Planned Development Project (PDP) and that they are given a Future Land Use Classification of Recreation/Open Space (R/OS), which is consistent with the current zoning and Future Land Use Classification of GT Bray Park.

Attached to this letter is required documentation to support the requests.

Respectfully submitted,

Rob Perry
City Administrator

EXHIBIT "A"
Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)

Description:

Parcel "B" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "B"

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Containing 0.42 acres or 18,348 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.
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5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) Not valid without the original signature and seal or electronic equivalent of a Florida Licensed Surveyor and Mapper.

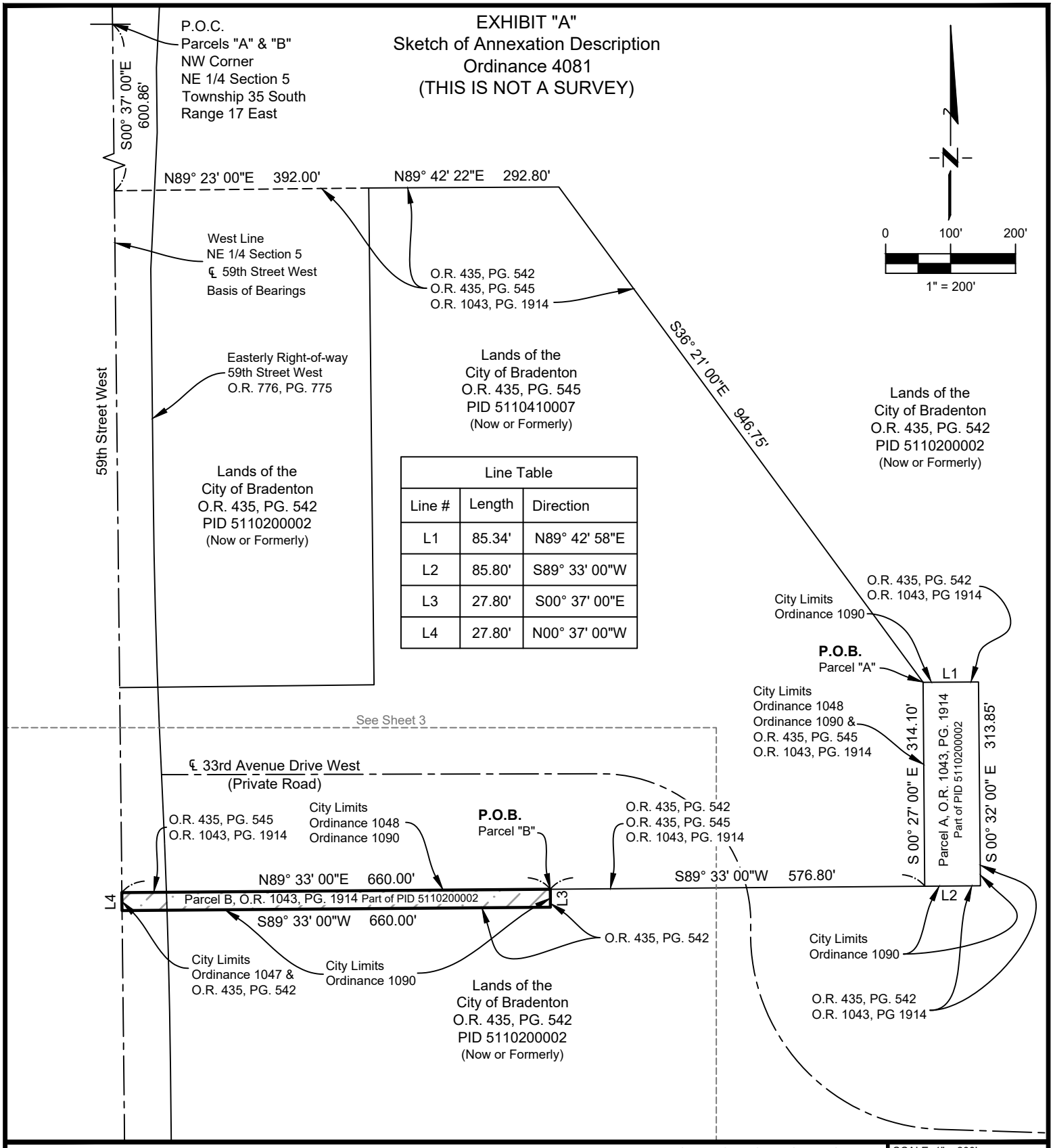
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

09/18/2026
DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERD SURVEYOR & MAPPER

SCALE: NONE
Annexation Description
Ordinance 4081
SHEET: 1 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

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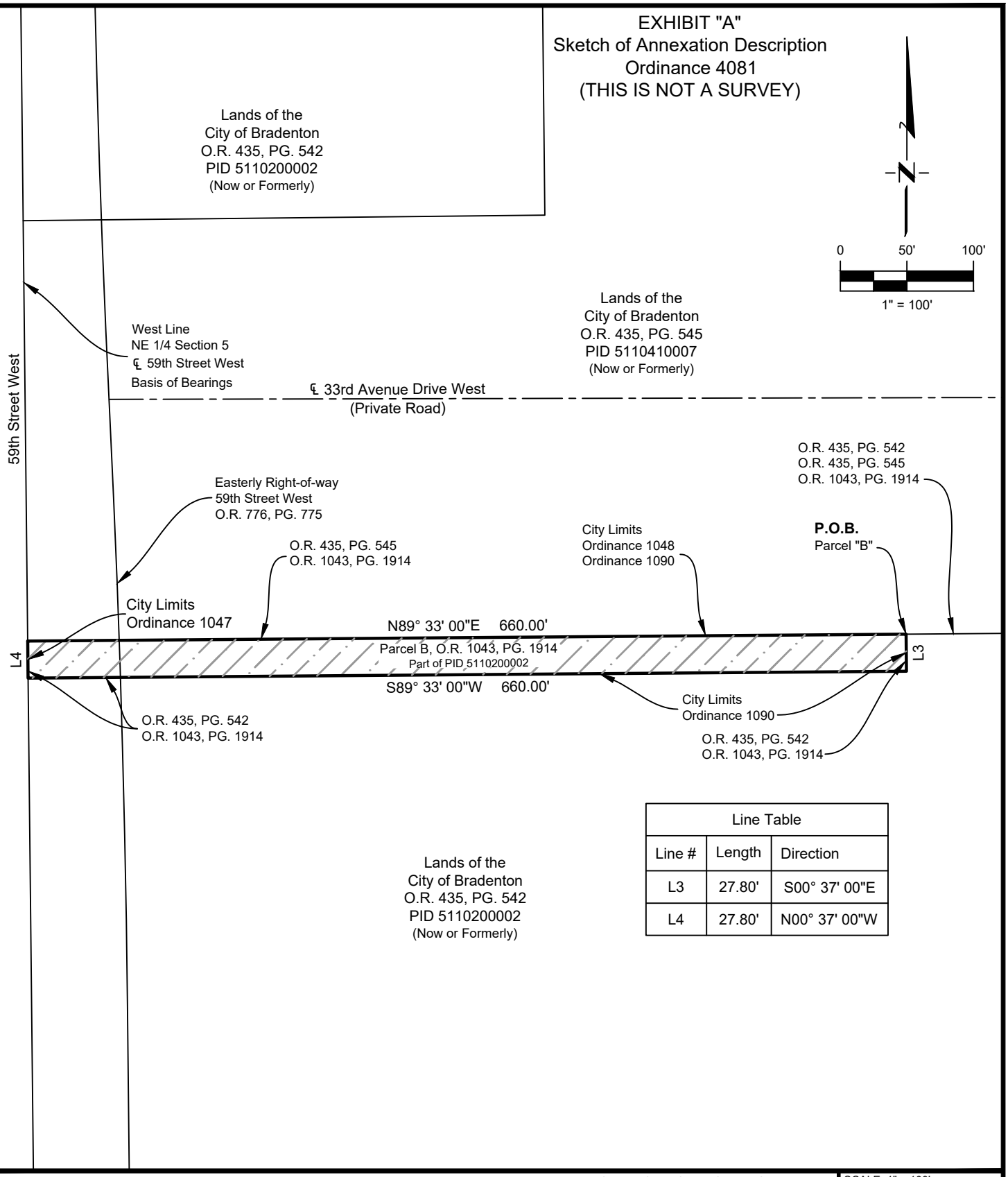
Surveyor's Notes:

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3) See Sheet 1 for additional notes.

P.O.B.	=POINT OF BEGINNING
P.O.C.	=POINT OF COMMENCEMENT
O.R.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 200'
Annexation Description
Ordinance 4081
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

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PID	=PARCEL IDENTIFICATION
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SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 100'
Annexation Description
Ordinance 4081
SHEET: 3 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

883318

FEE SIMPLE DEED

THIS INDENTURE, Made this 31st day of January, 1983, between CITY NATIONAL BANK OF MIAMI, as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), party of the first part, and the CITY OF BRADENTON, a municipal corporation, whose mailing address is Bradenton, Florida, party of the second part,

W I T N E S S E T H

That party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the party of the second part, its successors and assigns, that certain land lying and being in the County of Manatee and State of Florida, more particularly described as follows:

PARCEL "A"

From the NW corner of the NE¼ of Section 5, Township 35 South, Range 17 East, run South 0°37' East along the West line of said NE¼ a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide), thence run North 89°23' East a distance of 392 feet to a point, thence run North 89°42'22" East 292.80 feet, thence run South 36°21'00" East 946.75 feet to a point, said point being hereinafter referred to as Point A, thence run South 0°27'00" East 314.03 feet to a point, said point being hereinafter referred to as Point B and said line last run being hereinafter referred to as the Line AB, said Point B being the Point of Beginning, run thence North 0°27'00" West 314.03 feet along the Line AB to said Point A, thence run North 89°43'58" East 85.34 feet, thence run South 0°32'00" East 313.85 feet, thence run South 89°33'00" West 85.70 feet, more or less to the Point of Beginning

PARCEL "B"

Commence at Point B referred to in the description just above, run thence South 89°33'00" West 1236.80 feet to a point on the center line of 59th Street West, said point being hereinafter referred to as Point C and the line last run being hereinafter referred to as the Line BC, said Point C being also the Point of Beginning,

Documentary Stamps in the amount of $22.50
have been paid this 8 day of Feb 19 83
R. B. Shore, Clerk of the Circuit Court, Manatee County Florida
by D. Earnest Deputy Clerk.

O.R. 1043 PG 1914

run thence South 0°37'00" East along the West line of said NE¼ a distance of 27.80 feet to a point on the center line of said 59th Street West, run thence North 89°33'00" East parallel to the Line BC a distance of 660 feet to a point, run thence North 0°37'00" West a distance of 27.80 feet, more or less, to a point on the Line BC, run thence South 89°23'00" West along the Line BC a distance of 660 feet, more or less, to the Point of Beginning.

Said two tracts just above described containing in the aggregate approximately one acre.

PARCEL "C" (1)

Any lands, if any there should be, lying between Parcel "A" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

PARCEL "C" (2)

Any lands, if any there should be, lying between Parcel "B" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower, reversion, remainder and easment thereto belonging or in anywise appertaining.

SUBJECT TO THE FOLLOWING:

1. County and city taxes if any there should be.

2. Any valid and legally enforceable roads and road rights-of-way, streets, outfall ditches, drainage and irrigation canals and ditches, if any, and easements for utilities, rights-of-way, drainage and irrigation, all whether by reservation, dedication, order of taking or grant of record or whether by prescription.

3. Any matter of fact which an accurate survey or inspection of the premises will disclose.

4. Any applicable zoning, building, flood control or other rules, ordinances or regulations by any governmental agency which restrict, limit or prohibit the use of the described property or any part thereof.

O.R. 1043 PG 1915

TO HAVE AND TO HOLD the same in fee simple forever.

This Deed is the act and deed of CITY NATIONAL BANK OF MIAMI in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), and not in its individual capacity.

IN WITNESS WHEREOF, the said CITY NATIONAL BANK OF MIAMI has caused these presents to be executed in its name by its officers thereunto duly authorized, and its corporate seal to be affixed, in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), the day and year first above written.

CITY NATIONAL BANK OF MIAMI

BY: B. Kleckner
Vice President & Trust Officer

(CORP. SEAL)

Attest: David E. Dando
Title: TRUST OFFICER

Signed, sealed and delivered in the presence of:

Beatrice Silers

Joyce W. Tucci

As Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded)

FILED AND RECORDED
FEB 8 2 19 PM '83
R.B. SIGAR, CLERK
MANATEE CTY, FLA

8833118

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared B. KLECKNER and DAVID E. DANDO, well known to me to be the Vice President and Trust Officer and the TRUST OFFICER, respectively of CITY NATIONAL BANK OF MIAMI, to me known and known to me to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Bank, and the said instrument is the act and deed of said Bank in the capacity therein set forth.

WITNESS, my hand and official seal in the county and state last aforesaid this 31 day of January, 1983.

NOTARY PUBLIC

Joyce W. Tucci
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 11, 1983

O.R. 1043 PG 1916

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:

ORDINANCE NO. 4081: AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED EAST OF 59TH STREET WEST AND APPROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET EAST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS; BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON, PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; 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;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ 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):

The proposed ordinance is in regard to annexation of a parcel of land within GT Bray Park. The annexation is necessary to bring all city owned land within the park into the city limits of Bradenton. After annexation of the parcel of land is complete, the city will designate proper zoning and a Future Land Use classification to be consistent with adjacent land uses; therefore, it does not present a detriment to the public health, safety, morals, or welfare of the community.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Bradenton's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There should not be a direct economic impact on private, for-profit businesses within the City of Bradenton as a result of this annexation. The land will continue to be used as it is currently being used and that is as park land.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses should be impacted by the proposed ordinance. The ordinance is in relationship to an annexation of land to basically clean up records. The land will continue to be used as it currently is being used, with that being park land.

4. Additional information the governing body deems useful (if any):
For example: City of Bradenton staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the Manatee Chamber of Commerce, social media posting, direct mail or direct email, posting on the City of Bradenton's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

Not Applicable (N/A).

AGENDA ITEM NO. 7.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Lance Williams, City Administration

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4086 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-120(l), AND CHAPTER 70, ARTICLE V, SECTIONS 70-177 AND 70-178 OF THE CITY'S CODE OF ORDINANCES TO REMOVE CERTAIN FEE SCHEDULES AND TECHNICAL PROVISIONS; PROVIDING FOR THE CITY COUNCIL TO ESTABLISH UTILITY RATES, FEES, AND CHARGES BY RESOLUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for November 18, 2026.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Portions of the Code of Ordinances list fees for utility payments, and some portions are also outdated. Staff aims to revise the code to establish utility rates, fees, and charges through resolution and update outdated technical provisions.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the ordinance.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for November 18, 2026.

ATTACHMENTS:
Ordinance 4086

ORDINANCE NO. 4086

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-120(l), AND CHAPTER 70, ARTICLE V, SECTIONS 70-177 AND 70-178 OF THE CITY'S CODE OF ORDINANCES TO REMOVE CERTAIN FEE SCHEDULES AND TECHNICAL PROVISIONS; PROVIDING FOR THE CITY COUNCIL TO ESTABLISH UTILITY RATES, FEES, AND CHARGES BY RESOLUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.021, Florida Statutes, grants the City of Bradenton (the "City") broad home rule authority to enact ordinances for the protection of the public health, safety, and welfare of its residents; and

WHEREAS, Chapter 70 of the City's Code of Ordinances governs utilities provided by the City; and

WHEREAS, Chapter 70 of the City's Code of Ordinances contains certain schedules and technical provisions related to utility rates, fees, and charges; and

WHEREAS, the City Council of the City of Bradenton determines that it is in the best interest of the public safety and welfare of the citizens of the City of Bradenton to amend Chapter 70, Article III, Section 70-120(l), and Chapter 70, Article V, Sections 70-177 and 70-178 of the City's Code of Ordinances to remove certain fee schedules and technical provisions; and

WHEREAS, the City Council of the City of Bradenton determines that it is in the best interest of the public safety and welfare of the citizens of the City of Bradenton to further amend Chapter 70, Article III, Section 70-120(l), and Chapter 70, Article V, Sections 70-177 and 70-178 of the City's Code of Ordinances to enable the City Council to establish utility rates, fees, and charges by resolution.

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

SECTION 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

SECTION 2. Amended Code Language. Chapter 70, Article III, Section 70-120(l), and Chapter 70, Article V, Sections 70-177 and 70-178 of the City of Bradenton, Florida, Code of Ordinances are hereby amended as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

SECTION 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in the attached Exhibit "A" upon taking effect.

SECTION 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

SECTION 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 6. Effective Date. This Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS _____ DAY OF _____, 2026.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

FIRST READING: October 14, 2026
PUBLICATION DATE:
SECOND READING: November 18, 2026

EXHIBIT A

Sec. 70-120. – Grease prevention program.

(l) *Fees.*

1) These fees are separate and distinct from all other fees chargeable by the city. All fees shall become immediately due and owing to the city upon receipt of invoices for rendition of services or expenditure by the city and shall become delinquent if not fully paid within 45 days after receipt. Any delinquent amount shall be subject to a late charge ~~of ten percent. Fees are as follows:~~ established by resolution of the City Council and kept on file in the city administrator or designee's office.
2) *Grease discharge permit fees.* Grease discharge permit (GDP) fees shall be determined according to the computed average daily water usage by the food handling area, including sanitary wastewater, of the food service facility based on at least six months accumulated data from the potable water meters. Fees shall be charged annually throughout the duration of the three-year permit and shall be established by resolution of the City Council and kept on file in the city administrator or designee's office. ~~as follows:~~

~~FLOW~~	~~FEE~~
~~• 0 to 100 gallons per day~~	~~$100.00/year~~
~~• 101 to 1,000 gallons per day~~	~~$200.00/year~~
~~• 1,001 to 10,000 gallons per day~~	~~$300.00/year~~
~~• Greater than 10,001 gallons per day~~	~~$400.00/year~~

Sec. 70-177. - Schedule of rates.

a) All developed property and parcels shall be subject to a stormwater fee.
b) The stormwater utility rate shall be established by resolution of the City Council and kept on file in the city administrator or designee's office. ~~$1.50 per month beginning with the first monthly billing, November, 1996.~~
~~c) The stormwater utility manager shall maintain a list of developed property properties within the city.~~
d) The ~~stormwater utility manager~~ Public Works Director shall re-evaluate and define the rate structure of the utility as deemed necessary. All recommended rate changes will be brought before council for approval.

Sec. 70-178. - Billing and payment; violations.

a) Stormwater management fees as established herein may include placement of the fee as a line item on the existing Bradenton utility bill pursuant to section 166.201, Florida Statutes, and article VIII, section 2(b), Florida Constitution.
b) The city shall include the monthly stormwater fee on its monthly utility bill for all occupants of property served by the city within and outside the jurisdictional limits of

the stormwater utility. ~~Owners of those properties not served by the city shall be billed quarterly on a separate billing by the utility.~~

c) All bills for stormwater management shall become due and payable in accordance with the rules and regulations of the city. In the event that a partial payment is received, the payment shall be applied pro-rata to each account billed on the statement in the proportion that an individual account bears to the total consolidated statement of all current charges of all accounts.

d) It shall be a violation of this article to fail to timely pay stormwater utility fees. Any charge due hereunder which is not paid when due may be recovered in an action at law by the city. The utility shall be entitled to recover attorney's fees incurred in collecting delinquent fees.

e) There shall be a late fee charge on accounts unpaid after ~~30~~ 20 days ~~in~~ and the amount ~~of 1½ percent per month, calculated from the due date of the invoice to and through the date paid.~~ shall be established by resolution of the City Council and kept on file in the city administrator or designee's office.

Additionally, for any late fee referred to collection, there will be a fee schedule established by resolution of the City Council and kept on file in the city administrator or designee's office. ~~as follows:~~

~~(1) $50.00 - 61—180 days after the due date of the fee invoice.~~

~~(2) $100.00 - 181 days to one year after the due date of the fee invoice.~~

~~(3) $500.00 - More than one year after the due date of the fee invoice.~~

f) The employees or authorized agents of the utility shall, at all reasonable times, have access to the property served by the utility for inspection, repair and the collection of delinquent charges.

AGENDA ITEM NO. 7.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4068 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 0.62 ACRES AND OWNED BY CITY OF BRADENTON, TO THE RECREATIONAL / OPEN SPACE (R/OS) FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for November 18, 2026.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton is pursuing a voluntary annexation of the subject property.

As part of the annexation process, the property must be assigned a future land use designation (separate application) and a zoning classification under the City of Bradenton regulations.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for November 18, 2026.

ATTACHMENTS:
Ordinance 4068
Staff Report
Application Materials
Business Impact Estimate

ORDINANCE NO. 4068

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 0.62 ACRES AND OWNED BY CITY OF BRADENTON, TO THE RECREATIONAL / OPEN SPACE (R/OS) FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulation, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and

WHEREAS, the City has adopted a Future Land Use Map in order to implement the goals, objectives, and policies of the City's Comprehensive

Plan; and

WHEREAS, the City amends such Comprehensive Plan and Future Land Use Map from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, the City of Bradenton is the owner of approximately 0.62 acres of real property located at 5210 33rd Avenue Drive West, Bradenton, Florida 34209 (PID#5110200002), and legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, on October 14, 2026, the City Council of the City of Bradenton passed and adopted Ordinance No. 4064, annexing the Property into the municipal boundaries of the City of Bradenton; and

WHEREAS, the City of Bradenton, submitted a Future Land Use Map amendment application to designate the Property, consisting of approximately 0.62 acres, as Recreational / Open Space (R/OS) (the "Amendment"); and

WHEREAS, the LPA and the City Council have, in the preparation of the Amendment to the City's Comprehensive Plan, performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral or written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on September 16, 2026, to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, the City Council held a public hearing November 18, 2026, to consider the proposed Amendment; and

WHEREAS, based on the matters of record received by the City Council at the required public hearing held on November 18, 2026, after proper notice, including comments received from applicable reviewing agencies, and finding the proposed Amendment meets the requirements of Chapter 163, Florida Statutes, and is consistent with the goals, objectives and policies of the City's Comprehensive Plan, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and

welfare, to adopt said Amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AS FOLLOWS:

1. The recitals set forth above are true and correct and are hereby adopted as findings by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Bradenton Comprehensive Plan should be amended as described in Sections 2 below.

2. The Future Land Use Map of the City of Bradenton is hereby amended, classifying the Property as Recreational / Open Space (R/OS).

3. The applicability and effect of the City of Bradenton Comprehensive Plan shall be as provided by Chapter 163, Florida Statutes, and this Ordinance. Except to the extent amended hereby, the Comprehensive Plan is hereby ratified, confirmed and remains in full force and effect.

4. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

5. This Ordinance adopting the Amendment shall become effective as provided by Florida law.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 18th DAY OF NOVEMBER 2026.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

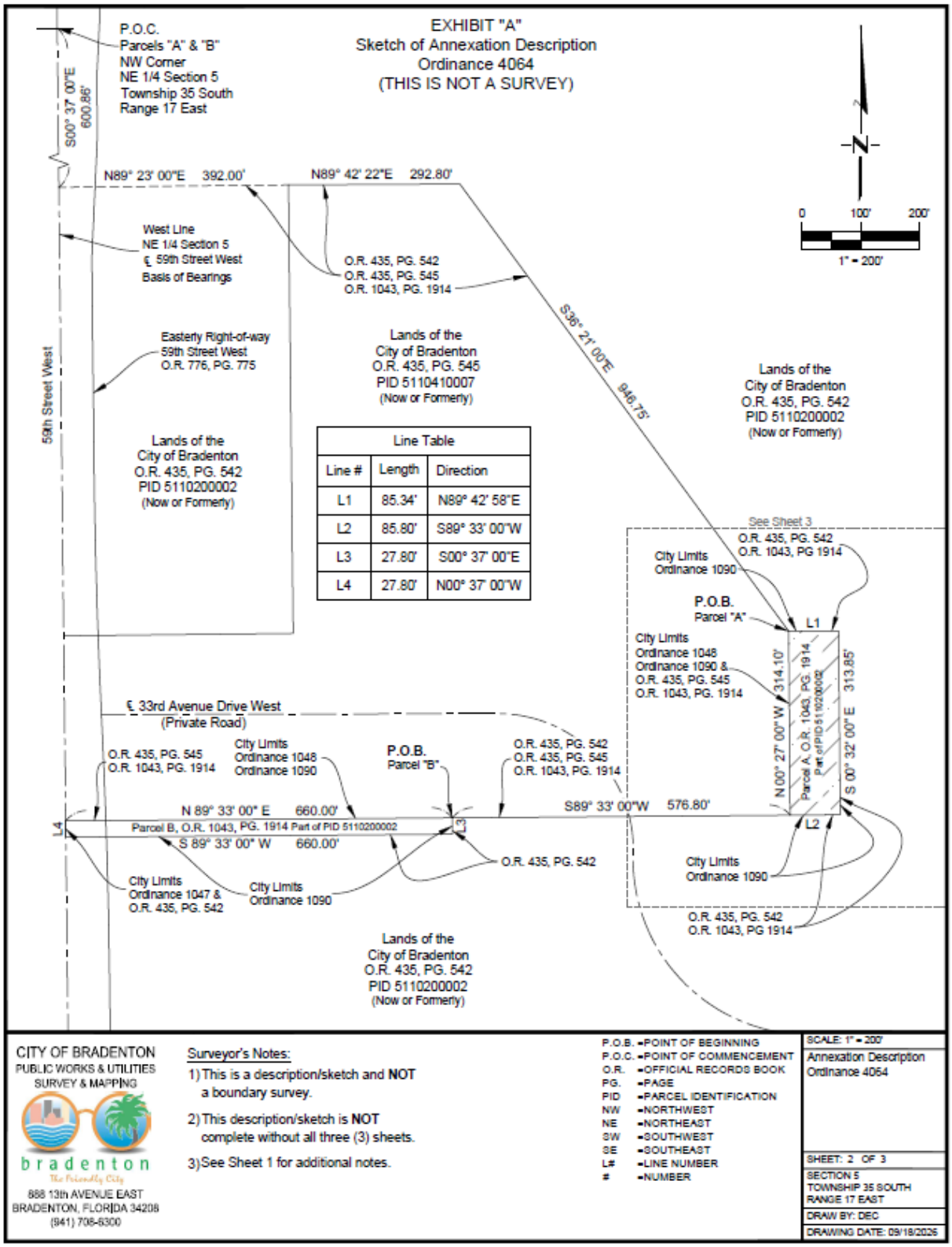
APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission	September 16, 2026
City Council 1st Reading	October 14, 2026
City Council 2nd Reading and Public Hearing	November 18, 2026
Local Planning Agency ad published	September 6, 2026
City Council hearing ad published	November 8, 2026

EXHIBIT A



CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
L# =LINE NUMBER
=NUMBER

SCALE: 1" = 200'
Annexation Description
Ordinance 4064
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

City of Bradenton
Planning and Community Development Department
City Council
October 14, 2026, and November 18, 2026

Staff Report

Case Number:	PLN-CPS-26-0004
Ordinance No.:	4068
Applicant:	City of Bradenton
Owner:	City of Bradenton
Address:	5210 33rd Avenue Drive West
Parcel ID No:	Surrounded by Parcel 5110200002
Current Zoning:	Unknown
Future Land Use:	Unknown
Flood Zone:	X

Surrounding Property – Zoning & Future Land Use:

Current Zoning:

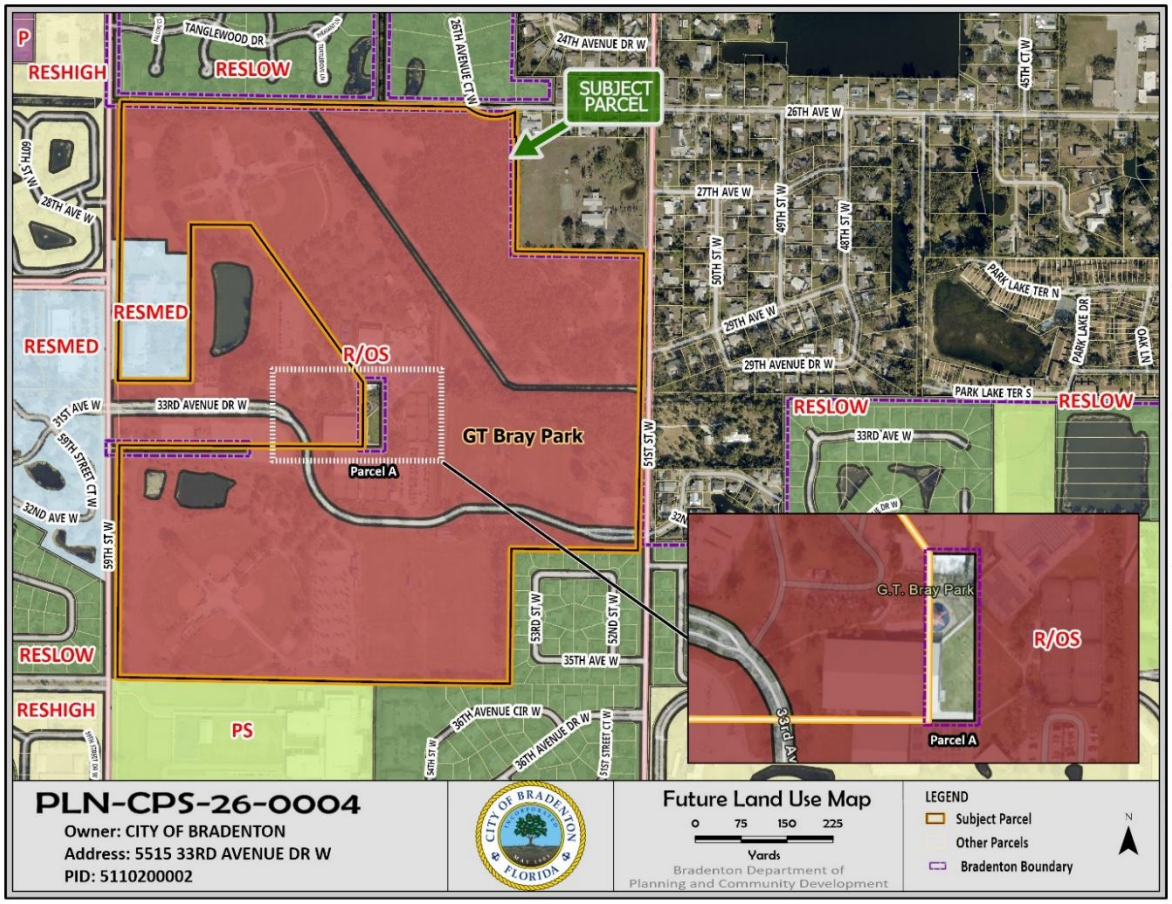
North:	City of Bradenton – PDP (Planned Development Project)
South:	City of Bradenton – PDP (Planned Development Project)
East:	City of Bradenton - PDP (Planned Development Project)
West:	City of Bradenton - PDP (Planned Development Project)

Future Land Use:

North:	City of Bradenton – R/OS (Recreational / Open Space)
South:	City of Bradenton – R/OS (Recreational / Open Space)
East:	City of Bradenton - R/OS (Recreational / Open Space)
West:	City of Bradenton - R/OS (Recreational / Open Space)

Request:

The City of Bradenton is pursuing a voluntary annexation of the subject property, henceforth "Parcel A". As part of the annexation process, the property must be assigned a Future Land Use designation and a Zoning classification under the City of Bradenton regulations. The map below shows the area of the request along with surrounding Future Land Use designations for the parcel located approximately 1,200 feet east of the intersection of 59th Street West and 33rd Avenue Drive West; totaling approximately .62 acres in size.



Recreational/Open Space *(Proposed Future Land Use Classification):*

The Comprehensive Plan describes the Recreational/Open Space Future Land Use category as a designation for:

> Parks and designated open areas. Maximum floor area ratio: N/A.

Recreational / Open Space (R/OS) is the future land use designation for GT Bray Park, which Parcel "A" abuts in City of Bradenton jurisdiction.

Analysis:

This application was submitted with a concurrent application to designate the property with the Planned Development District (PDP) zoning classification. The Planned Development District zoning classification allows uses that align with those mentioned in the description of the Recreational / Open Space Future Land Use classification. Due to the nature of the Parcel "A" being entirely inside the surrounding PDP zoning and Recreational / Open Space future land use, it is for the sake of consistency that the Parcel "A" match.

On September 16, 2026, the City of Bradenton Planning Commission voted unanimously (vote 6-0) to recommend to City Council approval of the proposed Future Land Use classification of Recreational / Open Space (R/OS).

Respectfully submitted,

Brandon Wink

Brandon Wink
City Planner

EXHIBITS:

EXHIBIT A: Legal Description and Survey

EXHIBIT B: Location Map

EXHIBIT C: Future Land Use Map (Current)

EXHIBIT D: Zoning Map

EXHIBIT A
Legal Description & Survey

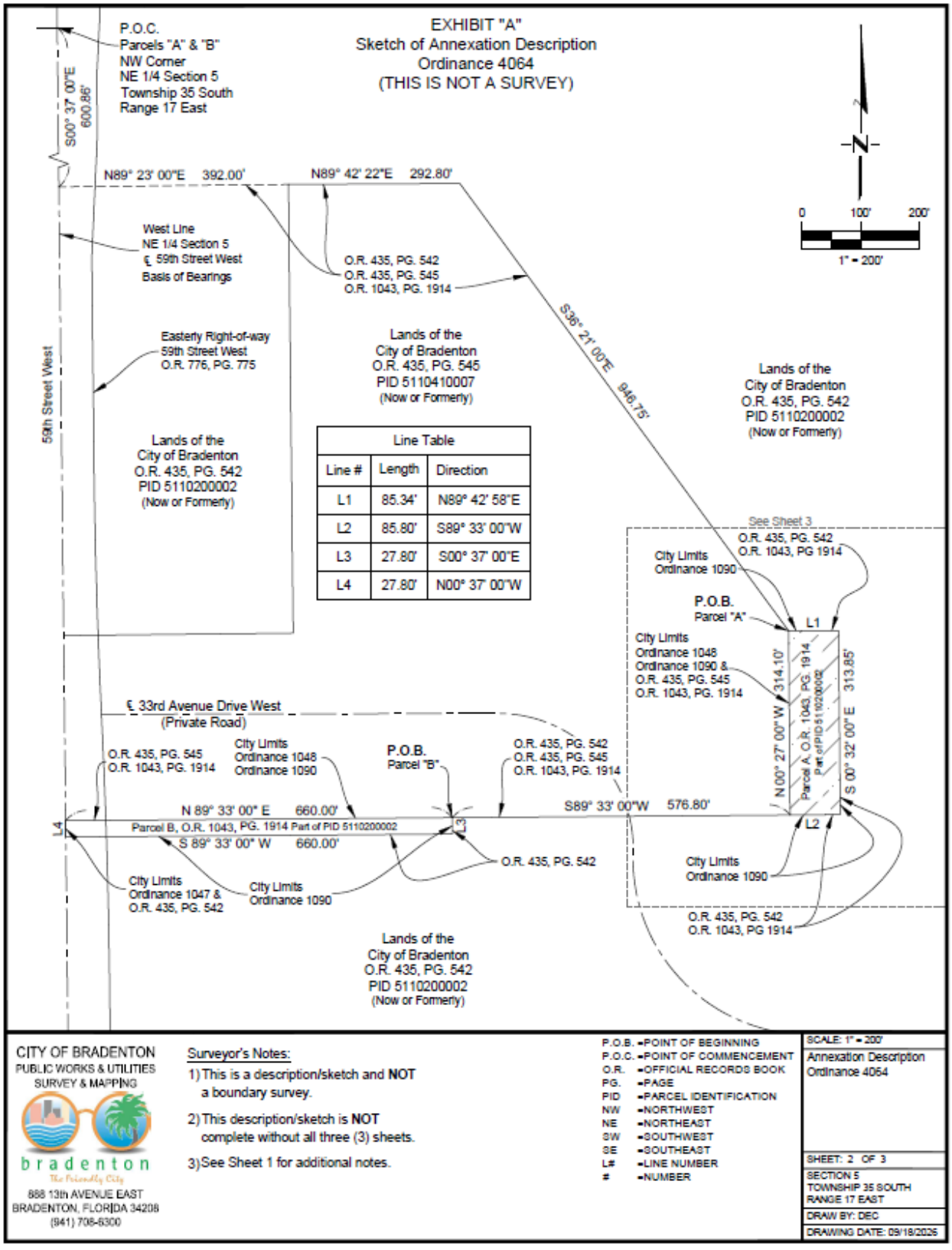


EXHIBIT "A"
Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)

Description:

Parcel "A" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "A"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37'00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet to the **POINT OF BEGINNING**; thence N 89°42'58" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line, described in City of Bradenton, Florida, Ordinance 1090, adopted May 13, 1970, a distance of 85.34 feet; thence S 00°32'00" E, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 313.85 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 85.80 feet; thence N 00°27'00" W, along a line described in Official Records Book 435, Page 545 of the said public records and said Official Records Book 1043, Page 1914 and the City of Bradenton, Florida, Municipal Corporate limit line, described in the City of Bradenton, Florida, Ordinance 1048, adopted November 13, 1968 and said Ordinance 1090, a distance of 314.10 feet, more or less, to the **POINT OF BEGINNING**.

Containing 0.62 acres or 26,866 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:09:06 -04'00'

09/18/2026

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4064
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT B
Location Map

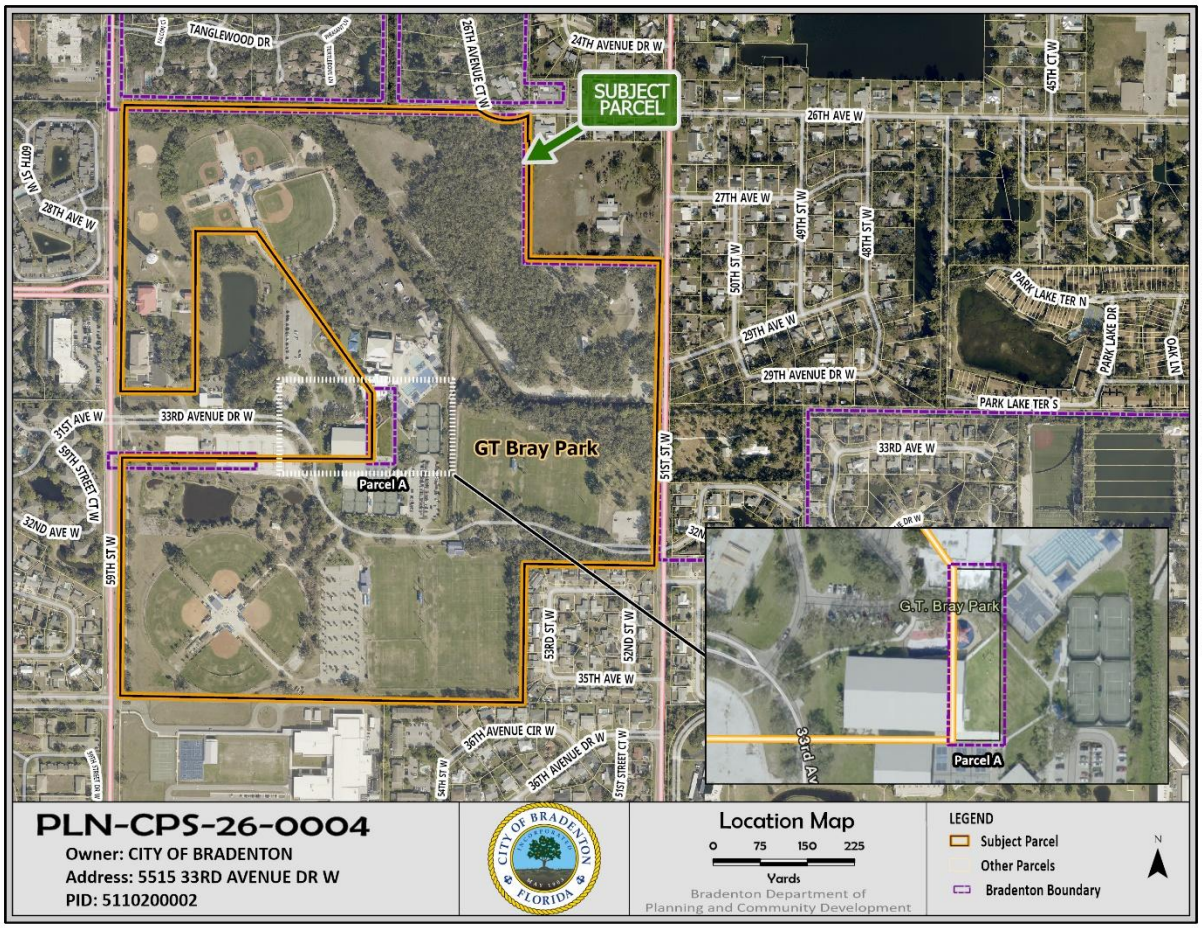


EXHIBIT C
Future Land Use Map (Current)

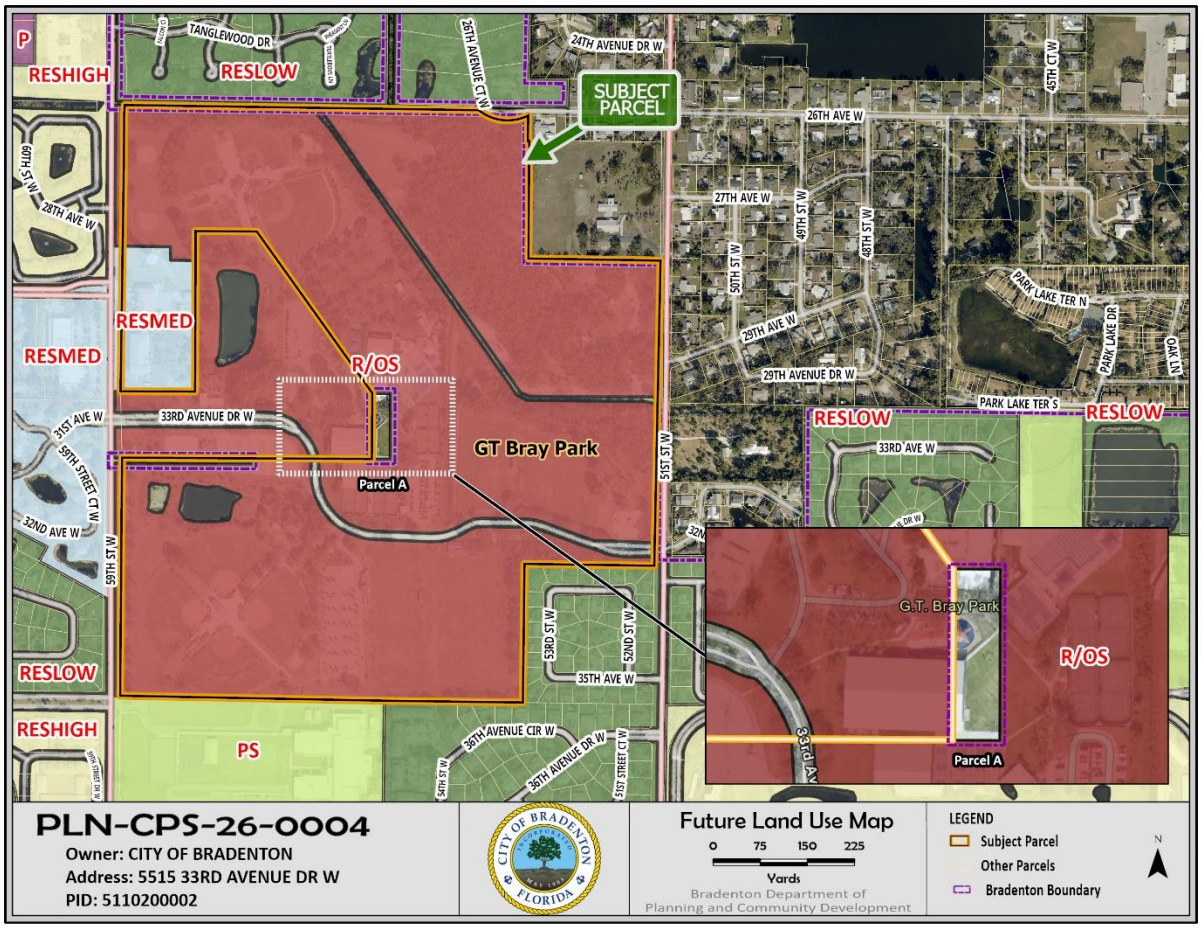
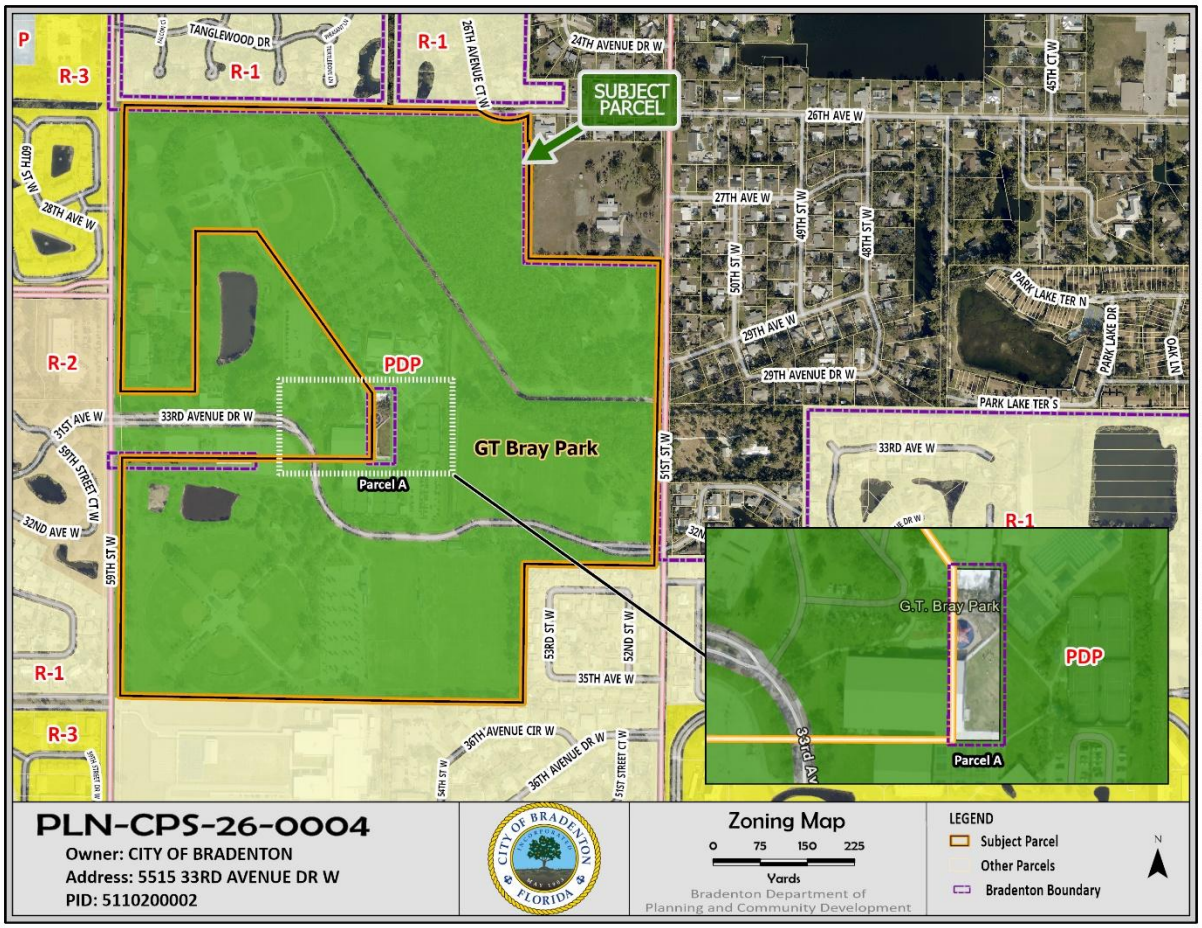


EXHIBIT D
Zoning Map



ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

August 4, 2026

City of Bradenton City Council
City of Bradenton Planning Commission
City of Bradenton Planning Division
101 Old Main Street
Bradenton, FL 34205

RE: GT Bray Park Annexation, Comp Plan, and Zoning Atlas Map Amendments

Dear City Council, Planning Commission, and Planning staff,

City of Bradenton Administration is requesting annexation of two small parcels located within GT Bray Park that currently are in unincorporated Manatee County. The parcels (one being vacant and the other built upon) were part of a Fee Simple Deed dated January 31, 1983, between City National Bank of Miami and the City of Bradenton. The annexations will bring all city owned land within GT Bray Park into the city's jurisdiction.

Along with this request, the city is requesting the zoning of the two parcels be Planned Development Project (PDP) and that they are given a Future Land Use Classification of Recreation/Open Space (R/OS), which is consistent with the current zoning and Future Land Use Classification of GT Bray Park.

Attached to this letter is required documentation to support the requests.

Respectfully submitted,

Rob Perry
City Administrator

EXHIBIT "A"
Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)

Description:

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Containing 0.62 acres or 26,866 square feet, more or less.

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2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

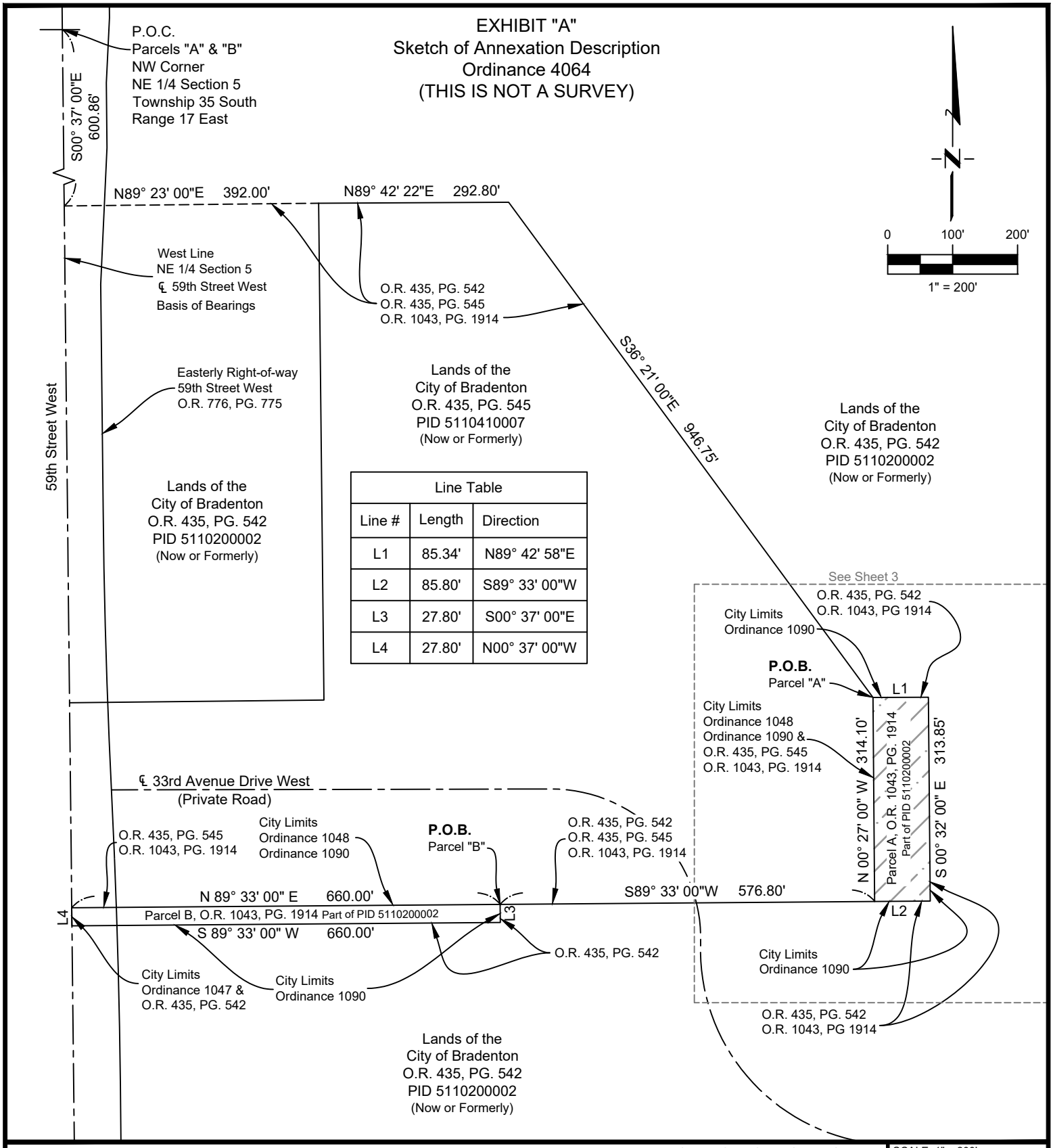
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

09/18/2026
DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERD SURVEYOR & MAPPER

SCALE: NONE
Annexation Description
Ordinance 4064
SHEET: 1 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

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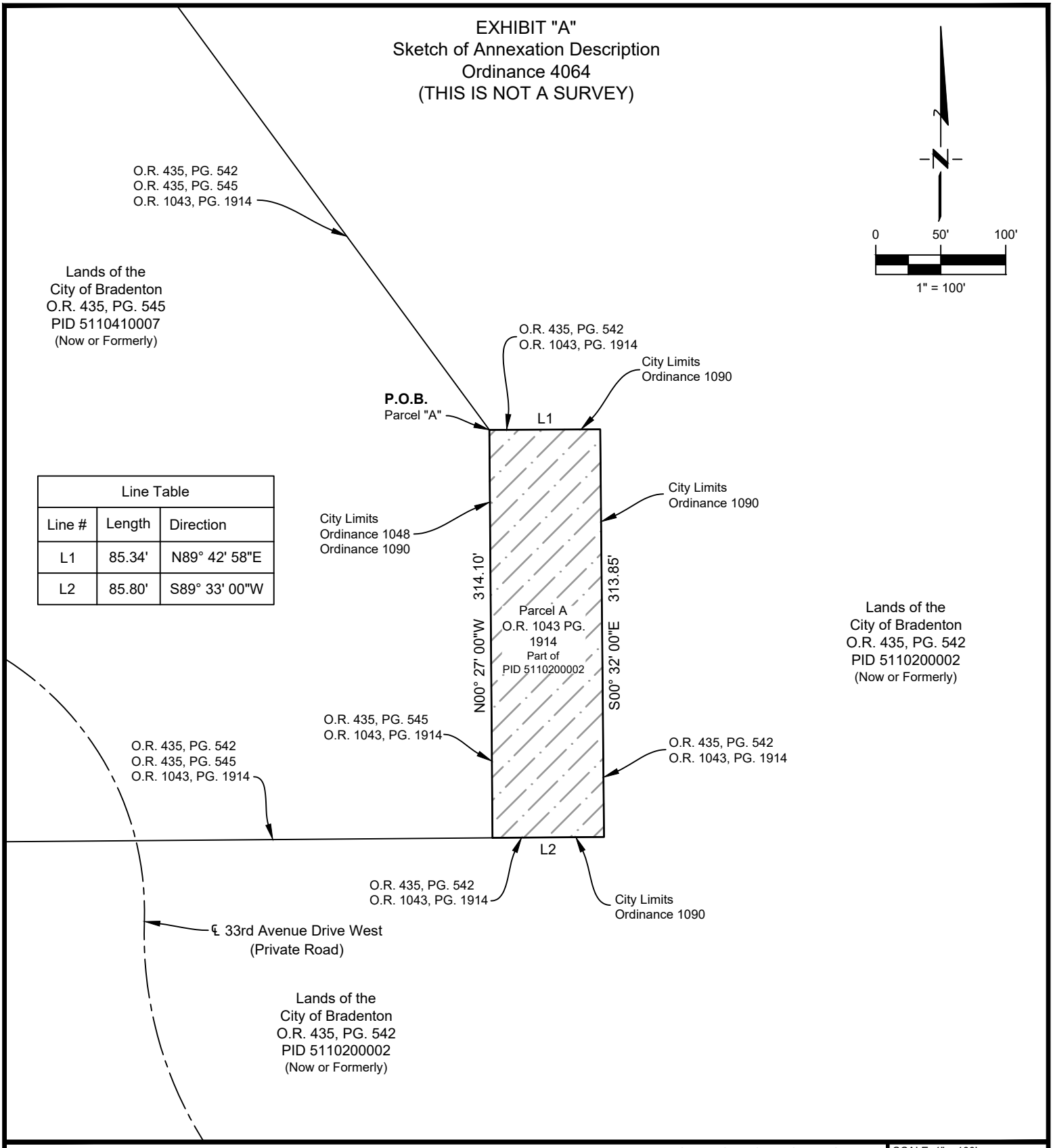
Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

P.O.B.	=POINT OF BEGINNING
P.O.C.	=POINT OF COMMENCEMENT
O.R.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 200'
Annexation Description
Ordinance 4064
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)



Line Table		
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NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 100'
Annexation Description
Ordinance 4064
SHEET: 3 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

883318

FEE SIMPLE DEED

THIS INDENTURE, Made this 31st day of January, 1983, between CITY NATIONAL BANK OF MIAMI, as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), party of the first part, and the CITY OF BRADENTON, a municipal corporation, whose mailing address is Bradenton, Florida, party of the second part,

W I T N E S S E T H

That party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the party of the second part, its successors and assigns, that certain land lying and being in the County of Manatee and State of Florida, more particularly described as follows:

PARCEL "A"

From the NW corner of the NE¼ of Section 5, Township 35 South, Range 17 East, run South 0°37' East along the West line of said NE¼ a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide), thence run North 89°23' East a distance of 392 feet to a point, thence run North 89°42'22" East 292.80 feet, thence run South 36°21'00" East 946.75 feet to a point, said point being hereinafter referred to as Point A, thence run South 0°27'00" East 314.03 feet to a point, said point being hereinafter referred to as Point B and said line last run being hereinafter referred to as the Line AB, said Point B being the Point of Beginning, run thence North 0°27'00" West 314.03 feet along the Line AB to said Point A, thence run North 89°43'58" East 85.34 feet, thence run South 0°32'00" East 313.85 feet, thence run South 89°33'00" West 85.70 feet, more or less to the Point of Beginning

PARCEL "B"

Commence at Point B referred to in the description just above, run thence South 89°33'00" West 1236.80 feet to a point on the center line of 59th Street West, said point being hereinafter referred to as Point C and the line last run being hereinafter referred to as the Line BC, said Point C being also the Point of Beginning,

Documentary Stamps in the amount of $22.50
have been paid this 8 day of Feb 19 83
R. B. Shore, Clerk of the Circuit Court, Manatee County Florida
by D. Earnest Deputy Clerk.

O.R. 1043 PG 1914

737

run thence South 0°37'00" East along the West line of said NE¼ a distance of 27.80 feet to a point on the center line of said 59th Street West, run thence North 89°33'00" East parallel to the Line BC a distance of 660 feet to a point, run thence North 0°37'00" West a distance of 27.80 feet, more or less, to a point on the Line BC, run thence South 89°23'00" West along the Line BC a distance of 660 feet, more or less, to the Point of Beginning.

Said two tracts just above described containing in the aggregate approximately one acre.

PARCEL "C" (1)

Any lands, if any there should be, lying between Parcel "A" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

PARCEL "C" (2)

Any lands, if any there should be, lying between Parcel "B" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower, reversion, remainder and easment thereto belonging or in anywise appertaining.

SUBJECT TO THE FOLLOWING:

1. County and city taxes if any there should be.

2. Any valid and legally enforceable roads and road rights-of-way, streets, outfall ditches, drainage and irrigation canals and ditches, if any, and easements for utilities, rights-of-way, drainage and irrigation, all whether by reservation, dedication, order of taking or grant of record or whether by prescription.

3. Any matter of fact which an accurate survey or inspection of the premises will disclose.

4. Any applicable zoning, building, flood control or other rules, ordinances or regulations by any governmental agency which restrict, limit or prohibit the use of the described property or any part thereof.

TO HAVE AND TO HOLD the same in fee simple forever.

This Deed is the act and deed of CITY NATIONAL BANK OF MIAMI in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), and not in its individual capacity.

IN WITNESS WHEREOF, the said CITY NATIONAL BANK OF MIAMI has caused these presents to be executed in its name by its officers thereunto duly authorized, and its corporate seal to be affixed, in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), the day and year first above written.

CITY NATIONAL BANK OF MIAMI

BY: B. Kleckner
Vice President & Trust Officer

(CORP. SEAL)

Attest: David F. Dando
Title: TRUST OFFICER

Signed, sealed and delivered in the presence of:

Beatrice Silers

Joyce W. Tucci

As Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded)

FILED AND RECORDED
FEB 8 2 19 PM '83
R.B. SILER, CLERK
MANATEE CTY, FLA

8833118

O.R. 1043 PG 1916

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared B. KLECKNER and DAVID F. DANDO, well known to me to be the Vice President and TRUST OFFICER and the Trust Officer, respectively of CITY NATIONAL BANK OF MIAMI, to me known and known to me to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Bank, and the said instrument is the act and deed of said Bank in the capacity therein set forth.

WITNESS, my hand and official seal in the county and state last aforesaid this 31 day of January, 1983.

NOTARY PUBLIC

Joyce W. Tucci
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 11, 1983

Irvin B. Lee P.E., Director

Public Works & Utilities | 888 13th Ave E Bradenton, Florida 34208
941.708.6300 | irvin.lee@bradentonfl.gov
www.cityofbradenton.com

Facilities Report

Annexation from Manatee County to City of Bradenton

Parcels "A" & "B"

The City of Bradenton intends to annex two parcels contiguous to city property from unincorporated Manatee County into the City of Bradenton's jurisdiction. The real property was conveyed to the City of Bradenton from City National Bank of Miami by a fee simple deed recorded in Official Records Book 1043 page 1914 of the Public Records of Manatee County, FL. The intended use of these parcels is for recreational purposes.

Parcel "A" contains 0.62 acres or 26,866 square feet, more or less and Parcel "B" contains 0.42 acres or 18,348 square feet.

- **Potable Water** – City owned potable water is available. There is a 16" ductile iron main in the area.

- **Sanitary Sewer** – City owned sanitary sewer services are available. A 24" gravity sewer is in the area.

- **Stormwater** – Parcel A currently drains a City pond to the north on the City of Bradenton Fire Station parcel and Parcel B drains into Manatee County Right of Way along 59th St W

- **Police and Fire Protection** – An interlocal agreement will allow Manatee County Sheriff's Office and Manatee County Fire Rescue or City Police and Fire to cover the needs of the properties

- **Roadway maintenance** - Private road maintenance by primary user will continue

- **Parks and Recreation** – This is the intended use of the properties

Gene Brown *Mayor* | Jayne Kocher *Ward 1* | Marianne Barnebey *Ward 2* | Josh Cramer *Ward 3* | Lisa Gonzalez Moore *Ward 4* | Pam Coachman *Ward 5*

Irvin B. Lee P.E., Director

Public Works & Utilities | 888 13th Ave E Bradenton, Florida 34208
941.708.6300 | irvin.lee@bradentonfl.gov
www.cityofbradenton.com

The subject property is not expected to cause adverse issues to the current level of services provided to City residents.

Irvin B. Lee, P.E.

Gene Brown *Mayor* | **Jayne Kocher** *Ward 1* | **Marianne Barnebey** *Ward 2* | **Josh Cramer** *Ward 3* | **Lisa Gonzalez Moore** *Ward 4* | **Pam Coachman** *Ward 5*

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:

ORDINANCE NO. 4068: AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS; BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.62 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON, UNDER THE RECREATIONAL/OPEN SPACE FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; 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;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ 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):

The proposed ordinance is in regard to a Comprehensive Map Amendment. The applicant has requested annexation of a parcel of land into the City of Bradenton. After annexation, the land must be designated with both a Zoning and Future Land Use category. The applicant is requesting R/OS (Recreation/Open Space). This designation would be an extension of the existing Future Land Use classification adjacent to the subject parcel and does not present a detriment to the public health, safety, morals, or welfare of the community.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Bradenton's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There should not be a direct economic impact on private, for-profit businesses within the City of Bradenton as a result of this designation.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses should be impacted by the proposed ordinance. The ordinance is in relationship to the future land use of the subject parcel.

4. Additional information the governing body deems useful (if any):
For example: City of Bradenton staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the Manatee Chamber of Commerce, social media posting, direct mail or direct email, posting on the City of Bradenton's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

Not Applicable (N/A).

AGENDA ITEM NO. 7.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4082 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for November 18, 2026.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton is pursuing a voluntary annexation of the subject property.

As part of the annexation process, the property must be assigned a future land use designation (separate application) and a zoning classification under the City of Bradenton regulations.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for November 18, 2026.

ATTACHMENTS:
Ordinance 4082
Staff Report
Application Materials
Business Impact Estimate

ORDINANCE NO. 4082

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulation, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and

WHEREAS, the City has adopted a Future Land Use Map in order to implement the goals, objectives, and policies of the City's Comprehensive Plan; and

WHEREAS, the City amends such Comprehensive Plan and Future Land Use Maps from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, the City of Bradenton is the owner of approximately 0.42 acres of real property located at 5210 33rd Avenue Drive West, Bradenton, Florida 34209 (PID#5110200002), and legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, on October 14, 2026, the City Council of the City of Bradenton passed and adopted Ordinance No. 4081, annexing the Property into the municipal boundaries of the City of Bradenton; and

WHEREAS, the City of Bradenton, submitted a Future Land Use Map amendment application to designate the Property, consisting of approximately 0.42 acres, as Recreational / Open Space (R/OS) (the "Amendment"); and

WHEREAS, the LPA and the City Council have, in the preparation of the Amendment to the City's Comprehensive Plan, performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral or written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on September 16, 2026, to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, the City Council held a public hearing September 9, 2026, to consider the proposed Amendment; and

WHEREAS, based on the matters of record received by the City Council at the required public hearing held on November 18, 2026 after proper notice, including comments received from applicable reviewing agencies, and finding the proposed Amendment meets the requirements of Chapter 163, Florida Statutes, and is consistent with the goals, objectives and policies of the City's Comprehensive Plan, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AS FOLLOWS:

1. The recitals set forth above are true and correct and are hereby adopted as findings by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Bradenton Comprehensive Plan should be amended as described in Sections 2 below.

2. The Future Land Use Map of the City of Bradenton is hereby amended, classifying the Property as Recreational / Open Space (R/OS).

3. The applicability and effect of the City of Bradenton Comprehensive Plan shall be as provided by the Chapter 163, Florida Statutes, and this Ordinance. Except to the extent amended hereby, the Comprehensive Plan is hereby ratified, confirmed and remains in full force and effect.

4. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

5. This Ordinance adopting the Amendment shall become effective as provided by Florida law.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 18th DAY OF NOVEMBER 2026.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____

Tamara Melton
CITY CLERK

_____

Gene Brown
MAYOR

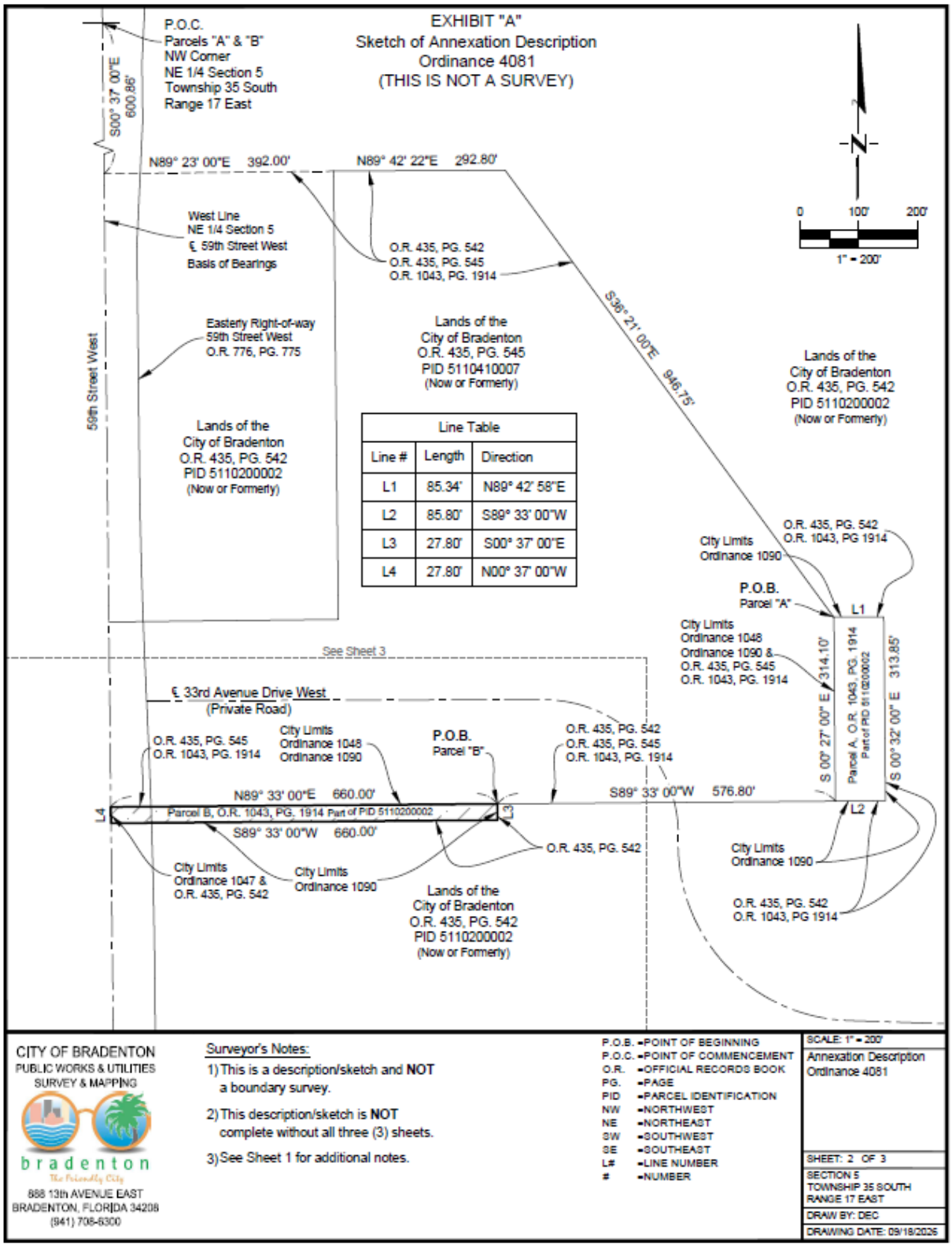
APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission	September 16, 2026
City Council 1st Reading	October 14, 2026
City Council 2nd Reading and Public Hearing	November 18, 2026
Local Planning Agency ad published	September 6, 2026
City Council hearing ad published	November 8, 2026

EXHIBIT A



CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Surveyor's Notes:

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3) See Sheet 1 for additional notes.

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SCALE: 1" = 200'
Annexation Description
Ordinance 4081
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

City of Bradenton
Planning and Community Development Department
City Council Public Hearings
October 14, 2026, and November 18, 2026

Staff Report

Case Number:	PLN-CPS-26-0005
Ordinance No.:	4082
Applicant:	City of Bradenton
Owner:	City of Bradenton
Address:	5210 33rd Avenue Drive West
Parcel ID No:	Surrounded by Parcel 5110200002
Current Zoning:	Unknown
Future Land Use:	Unknown
Flood Zone:	X

Surrounding Property - Zoning & Future Land Use:

Current Zoning:

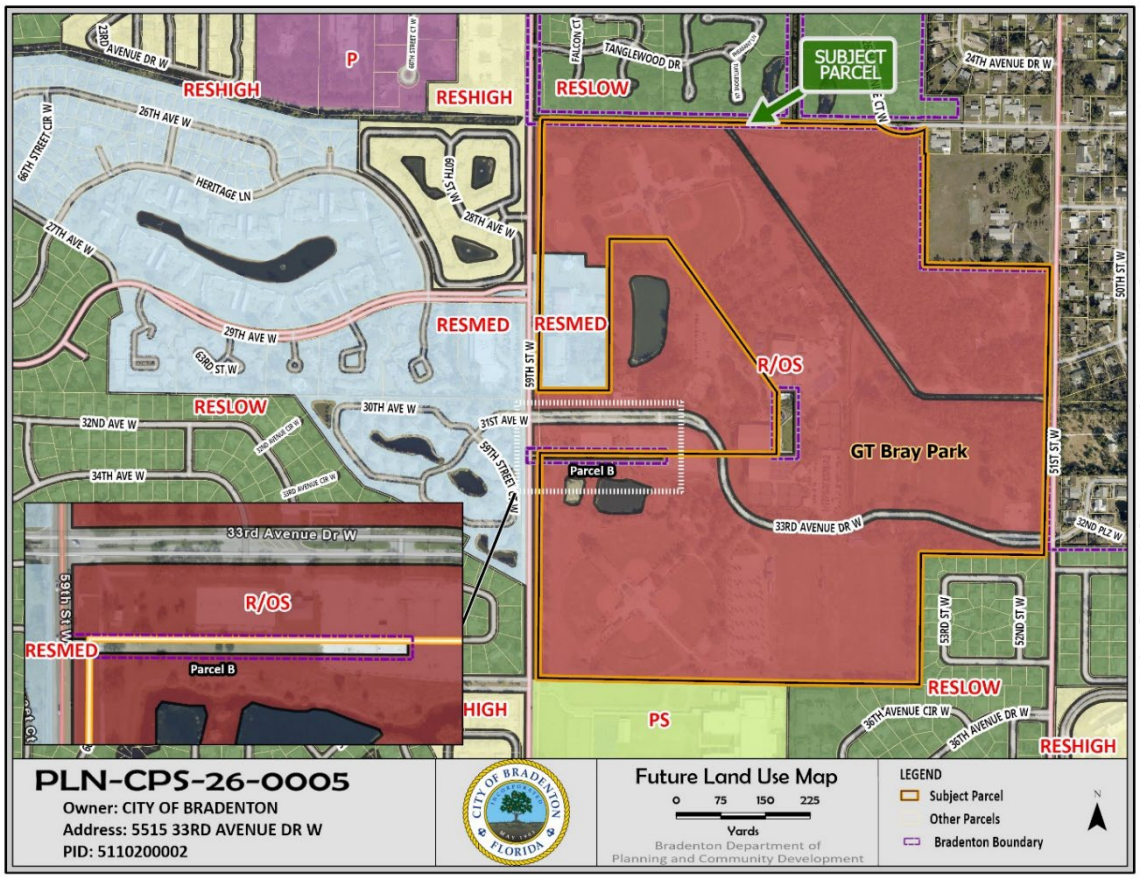
North:	City of Bradenton – PDP (Planned Development Project)
South:	City of Bradenton – PDP (Planned Development Project)
East:	City of Bradenton - PDP (Planned Development Project)
West:	City of Bradenton – R-2 Medium Density, 1 & 2 Family

Future Land Use:

North:	City of Bradenton – R/OS (Recreational / Open Space)
South:	City of Bradenton – R/OS (Recreational / Open Space)
East:	City of Bradenton - R/OS (Recreational / Open Space)
West:	City of Bradenton – Residential Medium

Request:

The City of Bradenton is pursuing an annexation of the subject property, henceforth "Parcel B". As part of the annexation process, the property must be assigned a future land use designation and a zoning classification under the City of Bradenton regulations. The map below shows the area of the request along with surrounding Future Land Use designations for the parcel located East of 59th Street West and approximately 160 feet South of the intersection of 59th Street West and 33rd Avenue Drive West, containing 0.42 acres of total land.



Recreational/Open Space *(Proposed Future Land Use Classification):*

The Comprehensive Plan describes the Recreational/Open Space Future Land Use category as a designation for:

> Parks and designated open areas. Maximum floor area ratio: N/A.

Recreational / Open Space (R/OS) is the future land use designation for GT Bray Park, which Parcel "B" abuts in City of Bradenton jurisdiction on the North, South, and East sides.

Analysis:

This application was submitted with a concurrent application to designate the property with the Planned Development District (PDP) zoning classification. The Planned Development District zoning classification allows uses that align with those mentioned in the description of the Recreational / Open Space Future Land Use classification. Due to the nature of the Parcel "B" being inside

the surrounding PDP zoning and Recreational / Open Space future land use, it is for the sake of consistency that the Parcel "B" match
On September 16, 2026, the City of Bradenton Planning Commission voted unanimously (vote 6-0) to recommend to City Council approval of the proposed Future Land Use classification of Recreational / Open Space (R/OS).

Respectfully submitted,

Brandon Wink

Brandon Wink
City Planner

EXHIBITS:

EXHIBIT A: Legal Description and Survey

EXHIBIT B: Location Map

EXHIBIT C: Future Land Use Map (Current)

EXHIBIT D: Zoning Map

EXHIBIT A
Legal Description & Survey

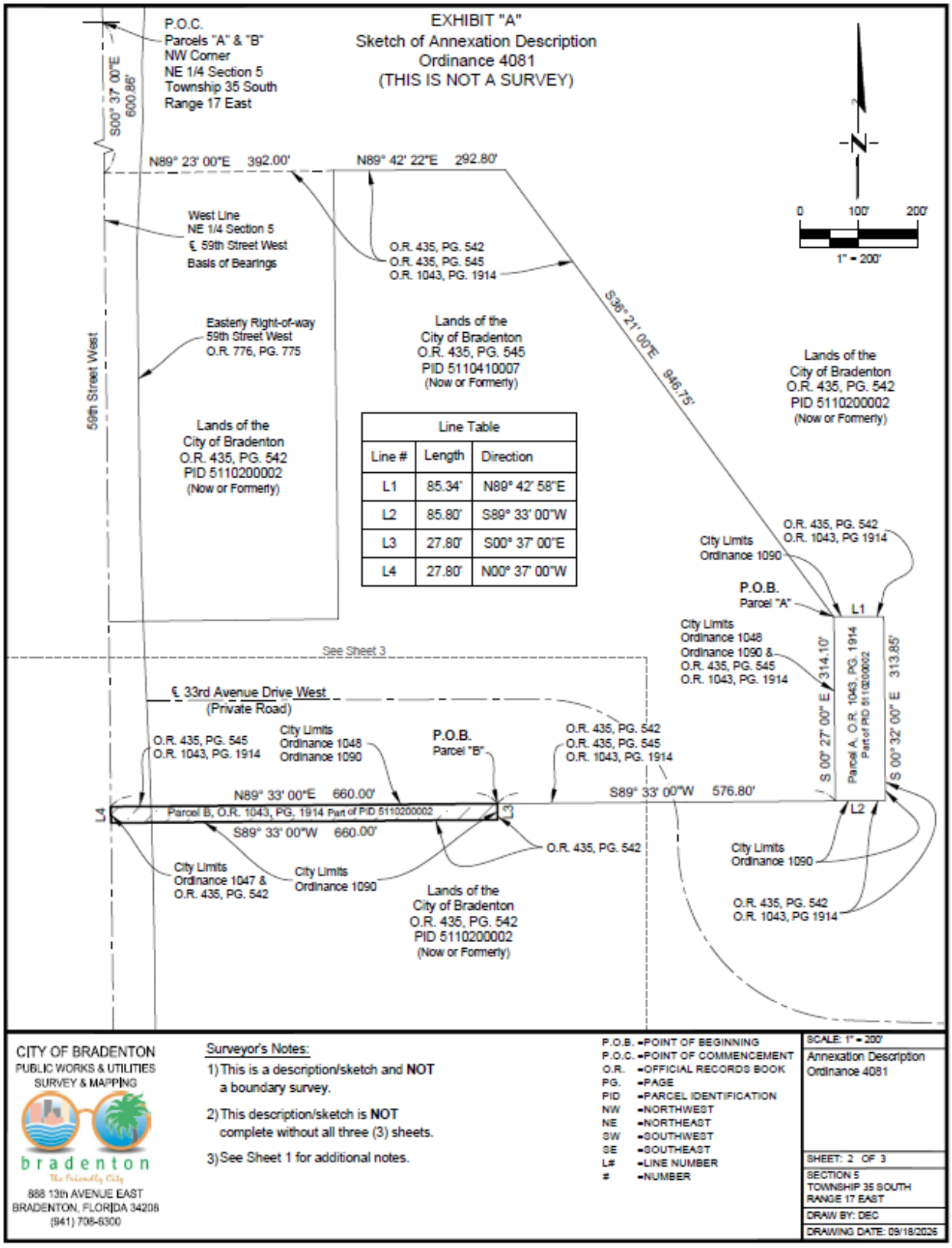


EXHIBIT "A"
Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)

Description:

Parcel "B" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "B"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37' 00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet; thence S 00°27'00" E, along the City of Bradenton, Florida, Municipal Corporate limit line described in the City of Bradenton, Florida Ordinance 1048, adopted November 13, 1968 and City of Bradenton, Florida Ordinance 1090, adopted May 13, 1970, a distance of 314.10 feet; thence S 89°33'00" W, along the said Municipal Corporate limit line described in the said Ordinance 1048 and said Ordinance 1090, a distance of 576.80 feet to the **POINT OF BEGINNING**; thence S 00°37'00" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the said Municipal Corporate limit line described in said Ordinance 1090, a distance of 27.80 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 660.00 feet to a point on the center line of 59th Street West, thence N 00°37'00" W, along the center line of 59th Street West, also being the West line of said Northeast 1/4, and a line described in the said Official Records Books and the City of Bradenton, Florida, Municipal Corporate limit line described in City of Bradenton, Florida, Ordinance 1047, adopted November 13, 1968, a distance of 27.80 feet to a point on the centerline of said 59th Street West; thence N 89°33'00" E, along a line described in said Official Records Book 435, Page 545 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1048 and said Ordinance 1090, a distance of 660.00 feet; to the **POINT OF BEGINNING**.

Containing 0.42 acres or 18,348 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal or electronic equivalent of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:10:22 -04'00'

DAVID E. CRONKHITE, PSM — DATE 09/18/2026
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4081
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT B
Location Map

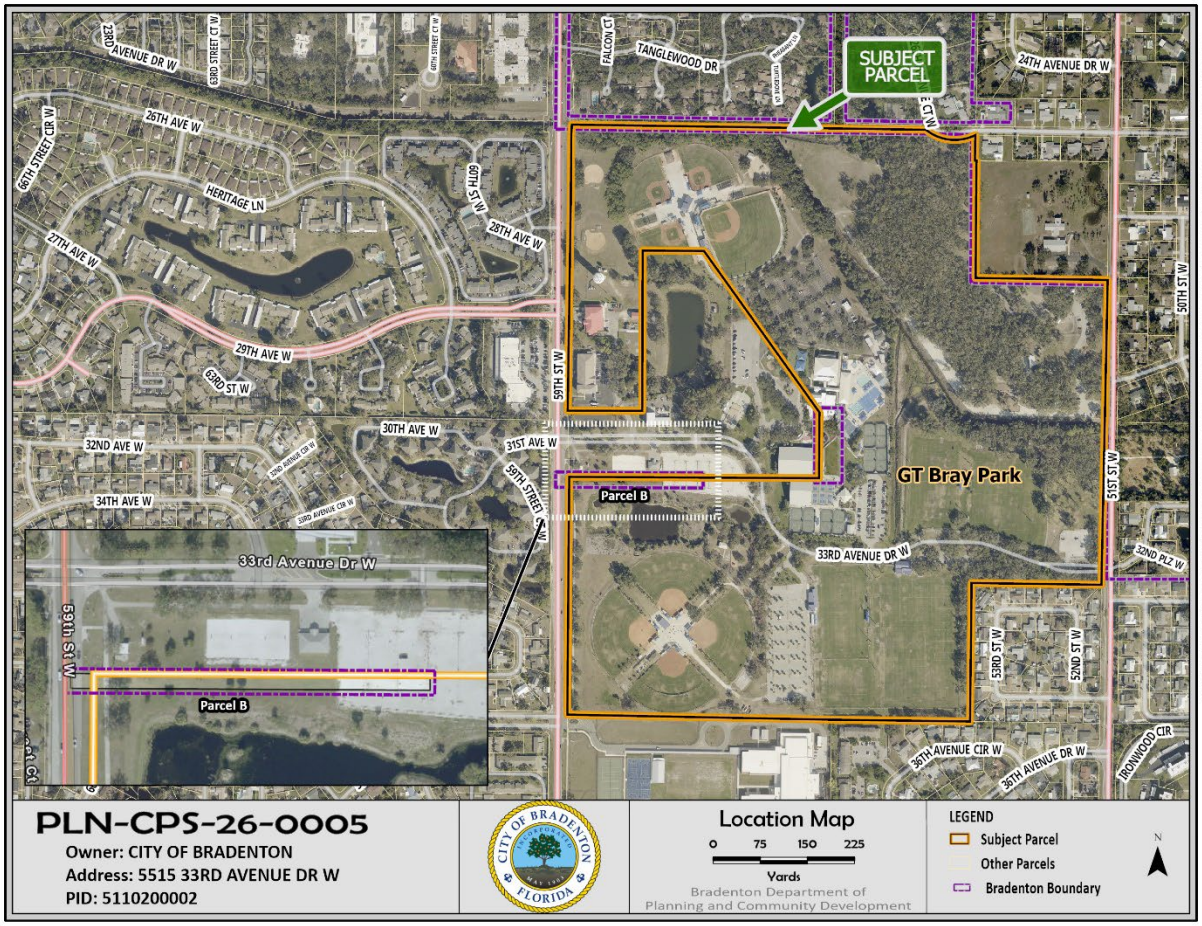


EXHIBIT C
Future Land Use Map (Current)

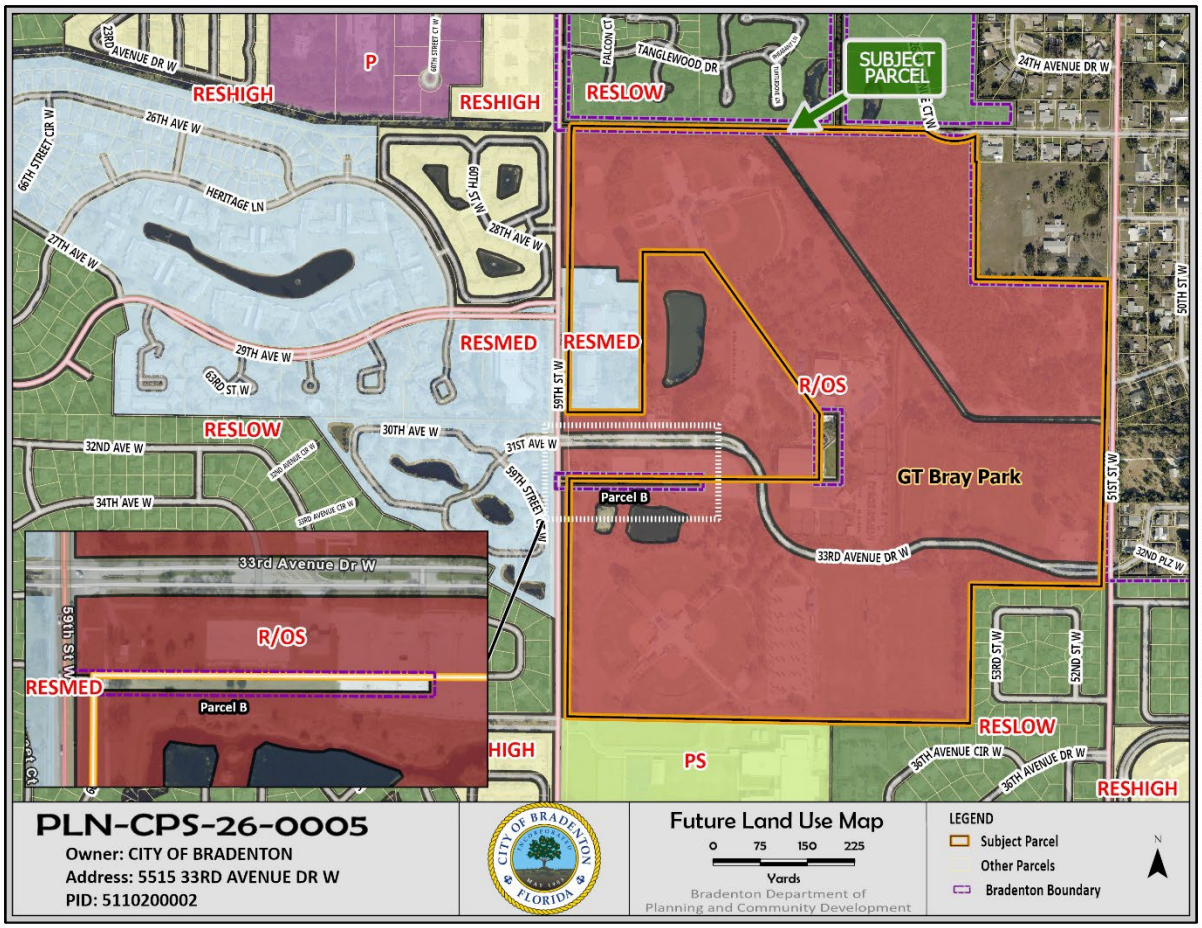
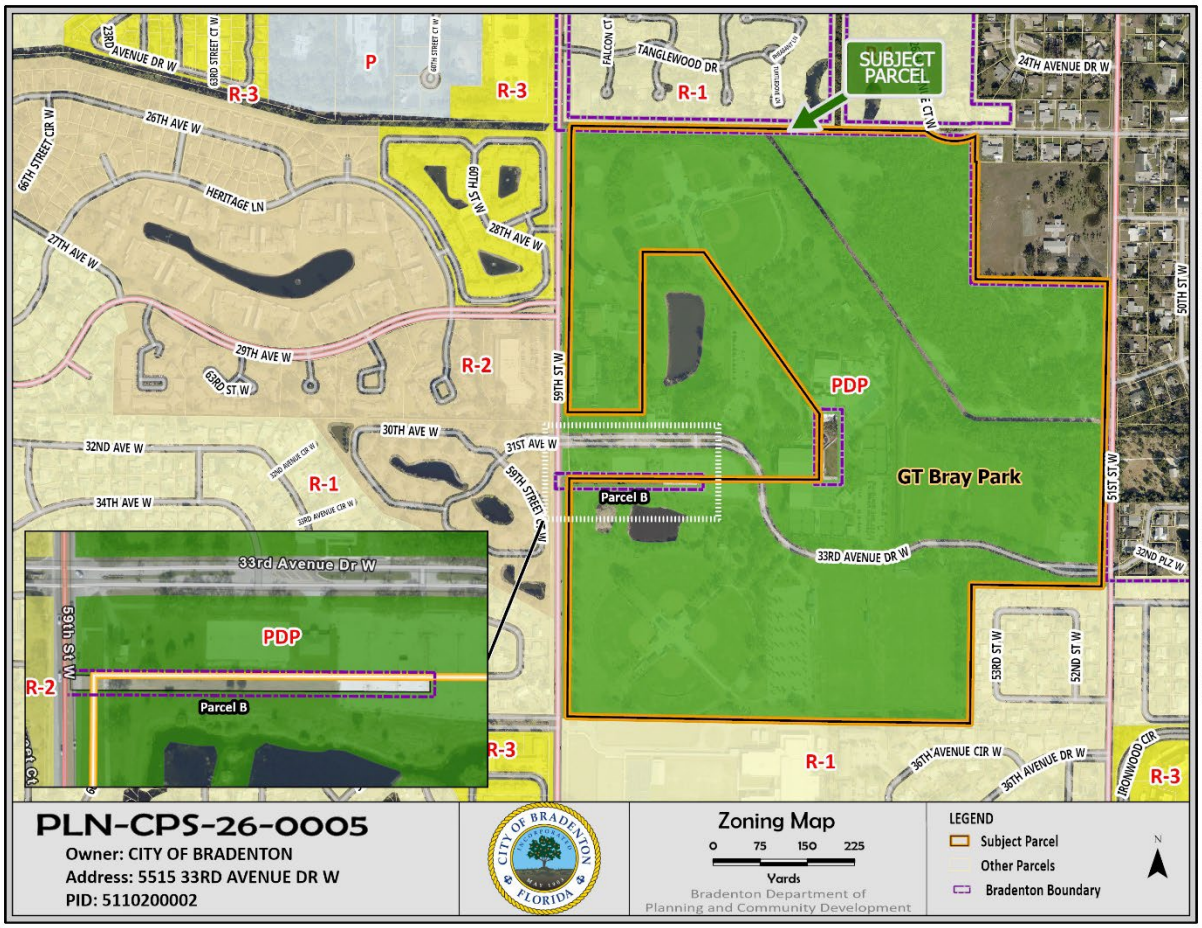


EXHIBIT D
Zoning Map



ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

August 4, 2026

City of Bradenton City Council
City of Bradenton Planning Commission
City of Bradenton Planning Division
101 Old Main Street
Bradenton, FL 34205

RE: GT Bray Park Annexation, Comp Plan, and Zoning Atlas Map Amendments

Dear City Council, Planning Commission, and Planning staff,

City of Bradenton Administration is requesting annexation of two small parcels located within GT Bray Park that currently are in unincorporated Manatee County. The parcels (one being vacant and the other built upon) were part of a Fee Simple Deed dated January 31, 1983, between City National Bank of Miami and the City of Bradenton. The annexations will bring all city owned land within GT Bray Park into the city's jurisdiction.

Along with this request, the city is requesting the zoning of the two parcels be Planned Development Project (PDP) and that they are given a Future Land Use Classification of Recreation/Open Space (R/OS), which is consistent with the current zoning and Future Land Use Classification of GT Bray Park.

Attached to this letter is required documentation to support the requests.

Respectfully submitted,

Rob Perry
City Administrator

EXHIBIT "A"
Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)

Description:

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Containing 0.42 acres or 18,348 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.
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6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) Not valid without the original signature and seal or electronic equivalent of a Florida Licensed Surveyor and Mapper.

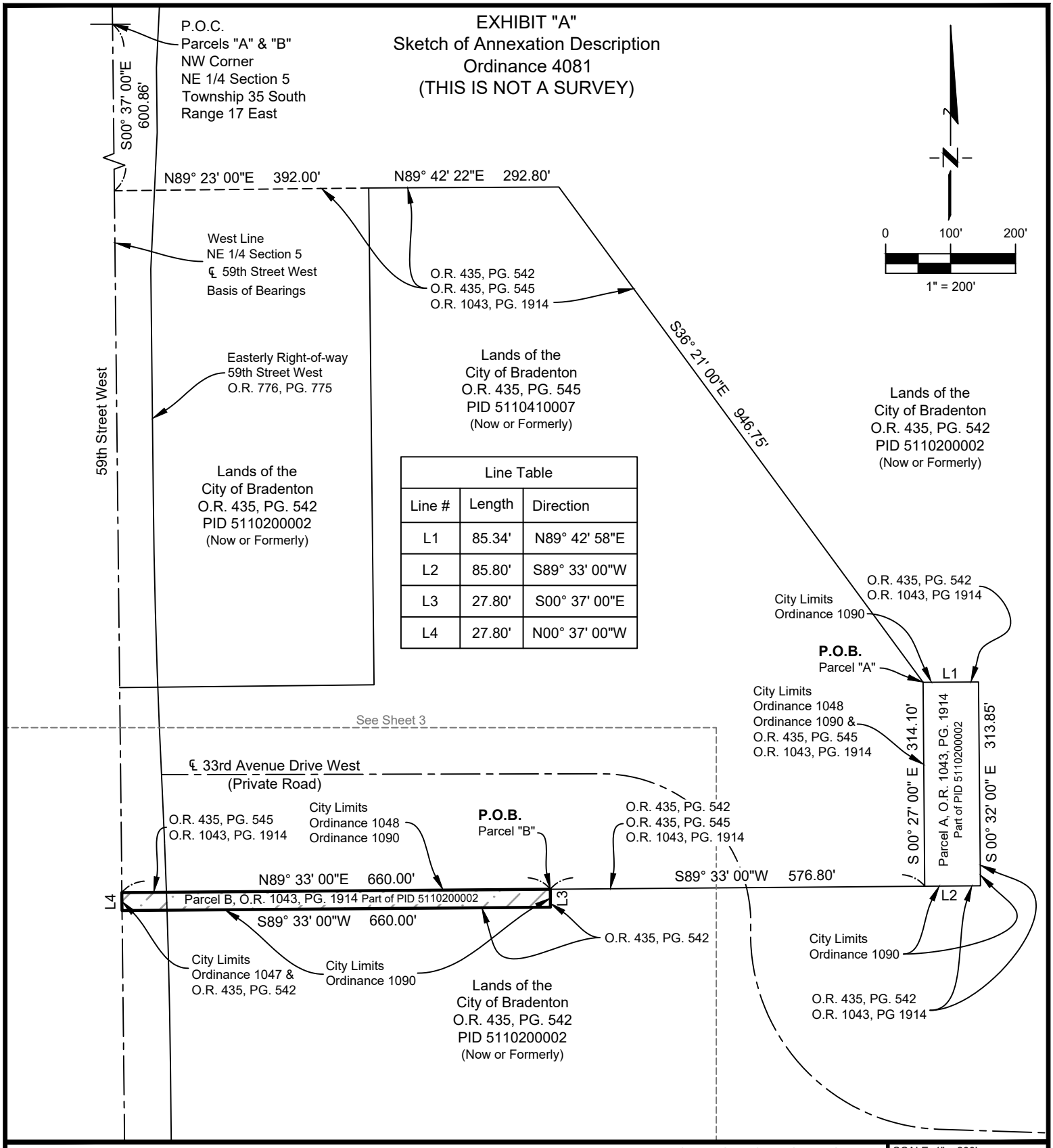
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

09/18/2026
DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
Annexation Description
Ordinance 4081
SHEET: 1 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

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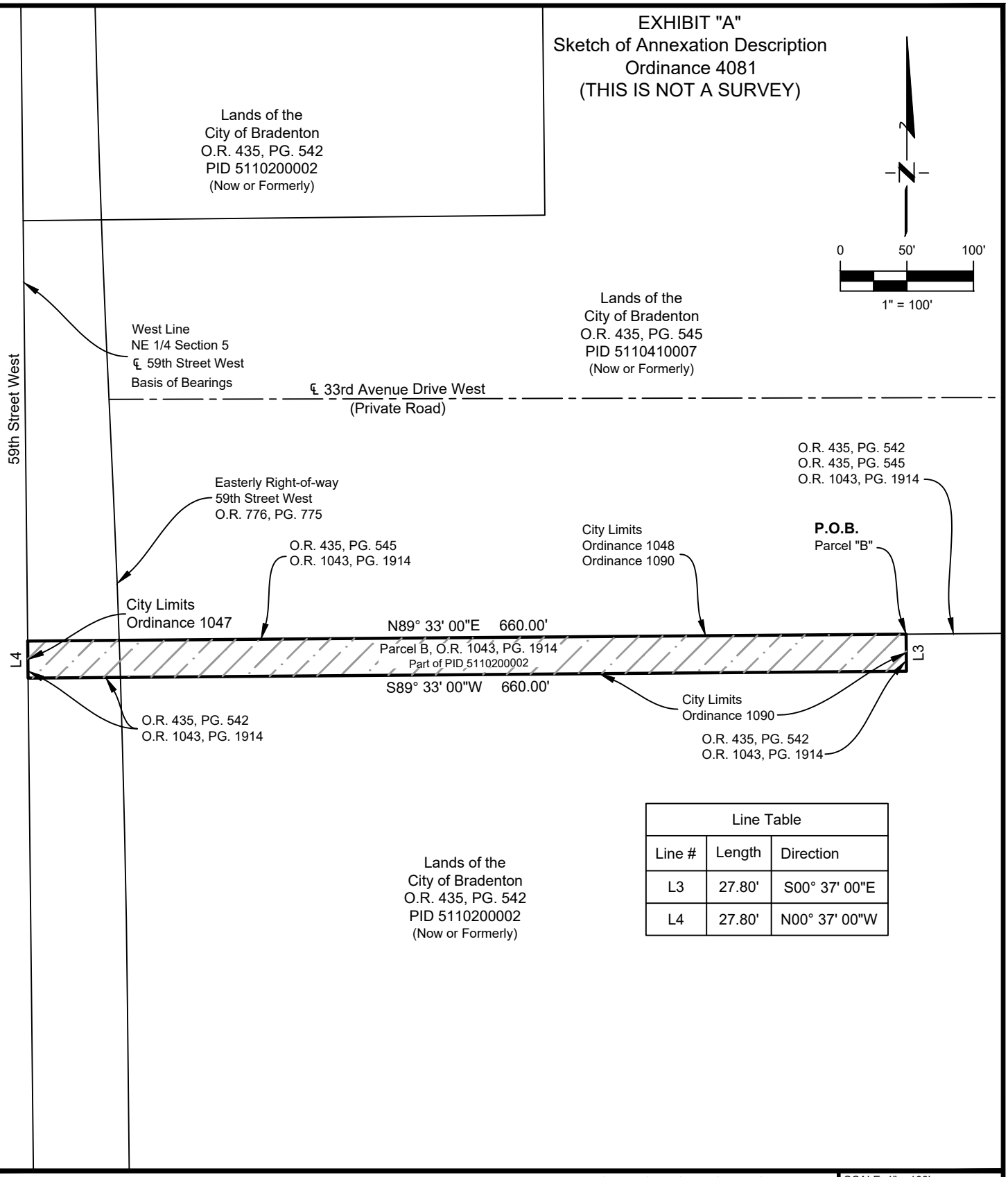
Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

P.O.B.	=POINT OF BEGINNING
P.O.C.	=POINT OF COMMENCEMENT
O.R.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 200'
Annexation Description
Ordinance 4081
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

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P.O.B.	=POINT OF BEGINNING
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PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 100'
Annexation Description
Ordinance 4081
SHEET: 3 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

883318

FEE SIMPLE DEED

THIS INDENTURE, Made this 31st day of January, 1983, between CITY NATIONAL BANK OF MIAMI, as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), party of the first part, and the CITY OF BRADENTON, a municipal corporation, whose mailing address is Bradenton, Florida, party of the second part,

W I T N E S S E T H

That party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the party of the second part, its successors and assigns, that certain land lying and being in the County of Manatee and State of Florida, more particularly described as follows:

PARCEL "A"

From the NW corner of the NE¼ of Section 5, Township 35 South, Range 17 East, run South 0°37' East along the West line of said NE¼ a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide), thence run North 89°23' East a distance of 392 feet to a point, thence run North 89°42'22" East 292.80 feet, thence run South 36°21'00" East 946.75 feet to a point, said point being hereinafter referred to as Point A, thence run South 0°27'00" East 314.03 feet to a point, said point being hereinafter referred to as Point B and said line last run being hereinafter referred to as the Line AB, said Point B being the Point of Beginning, run thence North 0°27'00" West 314.03 feet along the Line AB to said Point A, thence run North 89°43'58" East 85.34 feet, thence run South 0°32'00" East 313.85 feet, thence run South 89°33'00" West 85.70 feet, more or less to the Point of Beginning

PARCEL "B"

Commence at Point B referred to in the description just above, run thence South 89°33'00" West 1236.80 feet to a point on the center line of 59th Street West, said point being hereinafter referred to as Point C and the line last run being hereinafter referred to as the Line BC, said Point C being also the Point of Beginning,

Documentary Stamps in the amount of $22.50
have been paid this 8 day of Feb 19 83
R. B. Shore, Clerk of the Circuit Court, Manatee County Florida
by D. Earnest Deputy Clerk.

O.R. 1043 PG 1914

run thence South 0°37'00" East along the West line of said NE¼ a distance of 27.80 feet to a point on the center line of said 59th Street West, run thence North 89°33'00" East parallel to the Line BC a distance of 660 feet to a point, run thence North 0°37'00" West a distance of 27.80 feet, more or less, to a point on the Line BC, run thence South 89°23'00" West along the Line BC a distance of 660 feet, more or less, to the Point of Beginning.

Said two tracts just above described containing in the aggregate approximately one acre.

PARCEL "C" (1)

Any lands, if any there should be, lying between Parcel "A" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

PARCEL "C" (2)

Any lands, if any there should be, lying between Parcel "B" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower, reversion, remainder and easment thereto belonging or in anywise appertaining.

SUBJECT TO THE FOLLOWING:

1. County and city taxes if any there should be.

2. Any valid and legally enforceable roads and road rights-of-way, streets, outfall ditches, drainage and irrigation canals and ditches, if any, and easements for utilities, rights-of-way, drainage and irrigation, all whether by reservation, dedication, order of taking or grant of record or whether by prescription.

3. Any matter of fact which an accurate survey or inspection of the premises will disclose.

4. Any applicable zoning, building, flood control or other rules, ordinances or regulations by any governmental agency which restrict, limit or prohibit the use of the described property or any part thereof.

O.R. 1043 PG 1915

TO HAVE AND TO HOLD the same in fee simple forever.

This Deed is the act and deed of CITY NATIONAL BANK OF MIAMI in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), and not in its individual capacity.

IN WITNESS WHEREOF, the said CITY NATIONAL BANK OF MIAMI has caused these presents to be executed in its name by its officers thereunto duly authorized, and its corporate seal to be affixed, in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), the day and year first above written.

CITY NATIONAL BANK OF MIAMI

BY: B. Kleckner
Vice President & Trust Officer

(CORP. SEAL)

Attest: David F. Dando
Title: TRUST OFFICER

Signed, sealed and delivered in the presence of:

Beatrice Silers

Joyce W. Tucci

As Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded)

FILED AND RECORDED
FEB 8 2 19 PM '83
R.B. SIGAR, CLERK
MANATEE CTY, FLA

8833118

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared B. KLECKNER and DAVID F. DANDO, well known to me to be the Vice President and TRUST OFFICER and the Trust Officer, respectively of CITY NATIONAL BANK OF MIAMI, to me known and known to me to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Bank, and the said instrument is the act and deed of said Bank in the capacity therein set forth.

WITNESS, my hand and official seal in the county and state last aforesaid this 31 day of January, 1983.

NOTARY PUBLIC

Joyce W. Tucci
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 11, 1983

O.R. 1043 PG 1916

Irvin B. Lee P.E., Director

Public Works & Utilities | 888 13th Ave E Bradenton, Florida 34208
941.708.6300 | irvin.lee@bradentonfl.gov
www.cityofbradenton.com

Facilities Report

Annexation from Manatee County to City of Bradenton

Parcels "A" & "B"

The City of Bradenton intends to annex two parcels contiguous to city property from unincorporated Manatee County into the City of Bradenton's jurisdiction. The real property was conveyed to the City of Bradenton from City National Bank of Miami by a fee simple deed recorded in Official Records Book 1043 page 1914 of the Public Records of Manatee County, FL. The intended use of these parcels is for recreational purposes.

Parcel "A" contains 0.62 acres or 26,866 square feet, more or less and Parcel "B" contains 0.42 acres or 18,348 square feet.

- **Potable Water** – City owned potable water is available. There is a 16" ductile iron main in the area.

- **Sanitary Sewer** – City owned sanitary sewer services are available. A 24" gravity sewer is in the area.

- **Stormwater** – Parcel A currently drains a City pond to the north on the City of Bradenton Fire Station parcel and Parcel B drains into Manatee County Right of Way along 59th St W

- **Police and Fire Protection** – An interlocal agreement will allow Manatee County Sheriff's Office and Manatee County Fire Rescue or City Police and Fire to cover the needs of the properties

- **Roadway maintenance** - Private road maintenance by primary user will continue

- **Parks and Recreation** – This is the intended use of the properties

Gene Brown *Mayor* | Jayne Kocher *Ward 1* | Marianne Barnebey *Ward 2* | Josh Cramer *Ward 3* | Lisa Gonzalez Moore *Ward 4* | Pam Coachman *Ward 5*

Irvin B. Lee P.E., Director

Public Works & Utilities | 888 13th Ave E Bradenton, Florida 34208
941.708.6300 | irvin.lee@bradentonfl.gov
www.cityofbradenton.com

The subject property is not expected to cause adverse issues to the current level of services provided to City residents.

Irvin B. Lee, P.E.

Gene Brown *Mayor* | **Jayne Kocher** *Ward 1* | **Marianne Barnebey** *Ward 2* | **Josh Cramer** *Ward 3* | **Lisa Gonzalez Moore** *Ward 4* | **Pam Coachman** *Ward 5*

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:

ORDINANCE NO. 4082: AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNAGE CERTAIN LAND GENERALLY LOCATED EAST OF 59TH STREET WEST AND APPROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET EAST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS; BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON, UNDER THE RECREATIONAL/OPEN SPACE FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; 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;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ 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):

The proposed ordinance is in regard to a Comprehensive Map Amendment. The applicant has requested annexation of a parcel of land into the City of Bradenton. After annexation, the land must be designated with both a Zoning and Future Land Use category. The applicant is requesting R/OS (Recreation/Open Space). This designation would be an extension of the existing Future Land Use classification adjacent to the subject parcel and does not present a detriment to the public health, safety, morals, or welfare of the community.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Bradenton's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There should not be a direct economic impact on private, for-profit businesses within the City of Bradenton as a result of this designation.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses should be impacted by the proposed ordinance. The ordinance is in relationship to the future land use of the subject parcel.

4. Additional information the governing body deems useful (if any):
For example: City of Bradenton staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the Manatee Chamber of Commerce, social media posting, direct mail or direct email, posting on the City of Bradenton's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

Not Applicable (N/A).

AGENDA ITEM NO. 7.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** ORDINANCE 4070 - FIRST READING AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON ZONING ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH ST WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 0.62 ACRES AND OWNED BY CITY OF BRADENTON, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for November 18, 2026.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton is pursuing a voluntary annexation of the subject property. As part of the annexation process, the property must be assigned a zoning

classification designation (separate application) and a land use designation under the City of Bradenton regulations.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for November 18, 2026.

ATTACHMENTS:
Ordinance 4070
Staff Report
Application Materials
Business Impact Estimate.pdf

ORDINANCE NO. 4070

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON ZONING ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.62 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulations, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and

WHEREAS, the City has adopted land use regulations and a land use atlas ("Zoning Atlas") in order to implement the goals, objectives, and policies of the City's Comprehensive Plan; and

WHEREAS, the City amends such land use regulations and Zoning Atlas from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, the City of Bradenton is the owner of approximately 0.62 acres of real property located at 5210 33rd Avenue Drive West, Bradenton, Florida 34209 (PID#5110200002), and legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, on October 14, 2026, the City Council of the City of Bradenton passed and adopted Ordinance No. 4064, annexing the Property into the municipal boundaries of the City of Bradenton; and

WHEREAS, on November 18, 2026, the City Council of the City of Bradenton passed and adopted Ordinance No. 4068, amending the City of Bradenton's Future Land Use Map to designate the Property as Recreational / Open Space (R/OS); and

WHEREAS, the City of Bradenton submitted a Zoning Atlas amendment application to designate the Property, consisting of approximately 0.62 acres, as Recreational / Open Space (R/OS) (the "Amendment"); and

WHEREAS, the LPA and the City Council have, in preparation of the Amendment to the City's Zoning Atlas, performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral and written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on September 16, 2026, to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, based on the matters of record received by the City Council at the required public hearing pursuant to Section 166.041 Florida Statutes,

held on November 18, 2026, after proper notice, and finding the proposed Amendment to be consistent with the goals, objectives and policies of the City's Comprehensive Plan, as well as the requirements of Section 3.1.5 of the City's Land Use Regulations, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment.

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

1. The recitals set forth above are true and correct and are hereby adopted as findings of fact by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Bradenton Zoning Atlas should be amended as described in Section 2 below.

2. The Zoning Atlas of the City of Bradenton is hereby amended, classifying the Property as Recreational / Open Space (R/OS).

3. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional, or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

4. This Ordinance shall be contingent upon Ordinance 4064 becoming effective and shall otherwise become effective as provided by Florida law.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 18th DAY OF NOVEMBER, 2026.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

Tamara Melton
CITY CLERK

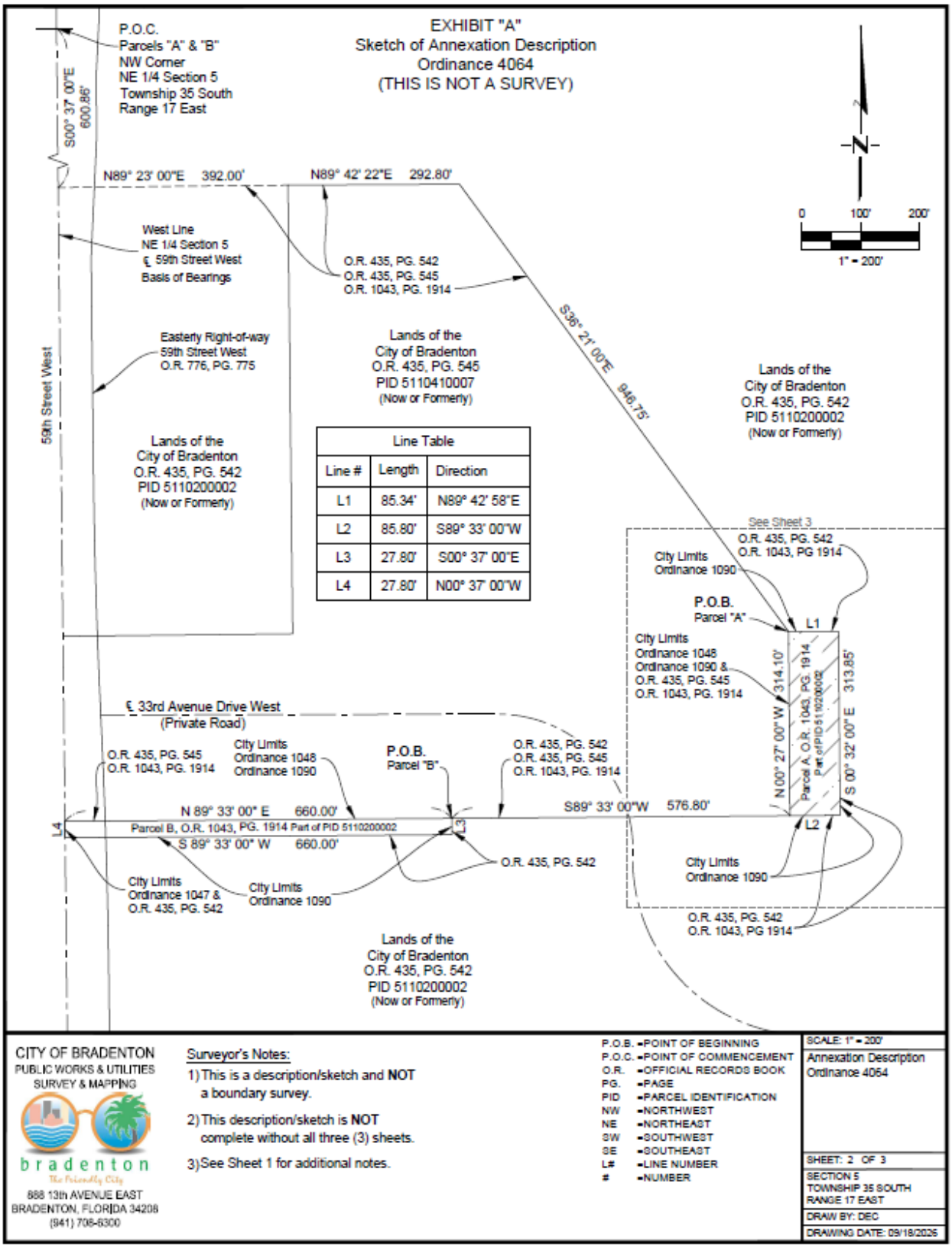
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

Planning Commission	September 16, 2026
City Council 1st Reading	October 14, 2026
City Council 2nd Reading and Public Hearing	November 18, 2026
Local Planning Agency ad published	September 6, 2026
City Council hearing ad published	November 8, 2026

EXHIBIT A


EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)
P.O.C.
Parcels "A" & "B"
NW Corner
NE 1/4 Section 5
Township 35 South
Range 17 East
S00° 37' 00"E 600.86'
N89° 23' 00"E 392.00'
N89° 42' 22"E 292.80'
West Line
NE 1/4 Section 5
℄ 59th Street West
Basis of Bearings
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
S36° 21' 00"E 946.75'
Easterly Right-of-way
59th Street West
O.R. 776, PG. 775
59th Street West
Lands of the
City of Bradenton
O.R. 435, PG. 545
PID 5110410007
(Now or Formerly)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Line Table
Line # | Length | Direction
L1 | 85.34' | N89° 42' 58"E
L2 | 85.80' | S89° 33' 00"W
L3 | 27.80' | S00° 37' 00"E
L4 | 27.80' | N00° 37' 00"W
0 100' 200'
1" = 200'
See Sheet 3
O.R. 435, PG. 542
O.R. 1043, PG 1914
City Limits
Ordinance 1090
P.O.B.
Parcel "A"
L1
City Limits
Ordinance 1048
Ordinance 1090 &
O.R. 435, PG. 545
O.R. 1043, PG. 1914
N 00° 27' 00" W 314.10'
S 00° 32' 00" E 313.85'
Parcel A, O.R. 1043, PG. 1914
Part of PID 5110200002
℄ 33rd Avenue Drive West
(Private Road)
O.R. 435, PG. 545
O.R. 1043, PG. 1914
City Limits
Ordinance 1048
Ordinance 1090
P.O.B.
Parcel "B"
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
N 89° 33' 00" E 660.00'
S89° 33' 00"W 576.80'
L4
Parcel B, O.R. 1043, PG. 1914 Part of PID 5110200002
S 89° 33' 00" W 660.00'
L2
O.R. 435, PG. 542
City Limits
Ordinance 1047 &
O.R. 435, PG. 542
City Limits
Ordinance 1090
City Limits
Ordinance 1090
O.R. 435, PG. 542
O.R. 1043, PG 1914
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without all three (3) sheets.
3) See Sheet 1 for additional notes.
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
L# =LINE NUMBER
=NUMBER
SCALE: 1" = 200'
Annexation Description
Ordinance 4064
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

City of Bradenton
Planning and Community Development Department
City Council Public Hearings
October 14, 2026, and November 18, 2026

Staff Report

Case Number:	PLN-ZON-26-0002
Ordinance No.:	4070
Applicant:	City of Bradenton
Owner:	City of Bradenton
Address:	5210 33rd Avenue Drive West
Parcel ID No:	Surrounded by Parcel 5110200002
Current Zoning:	Unknown
Future Land Use:	Unknown
Flood Zone:	X

Surrounding Property - Zoning & Future Land Use:

Current Zoning:

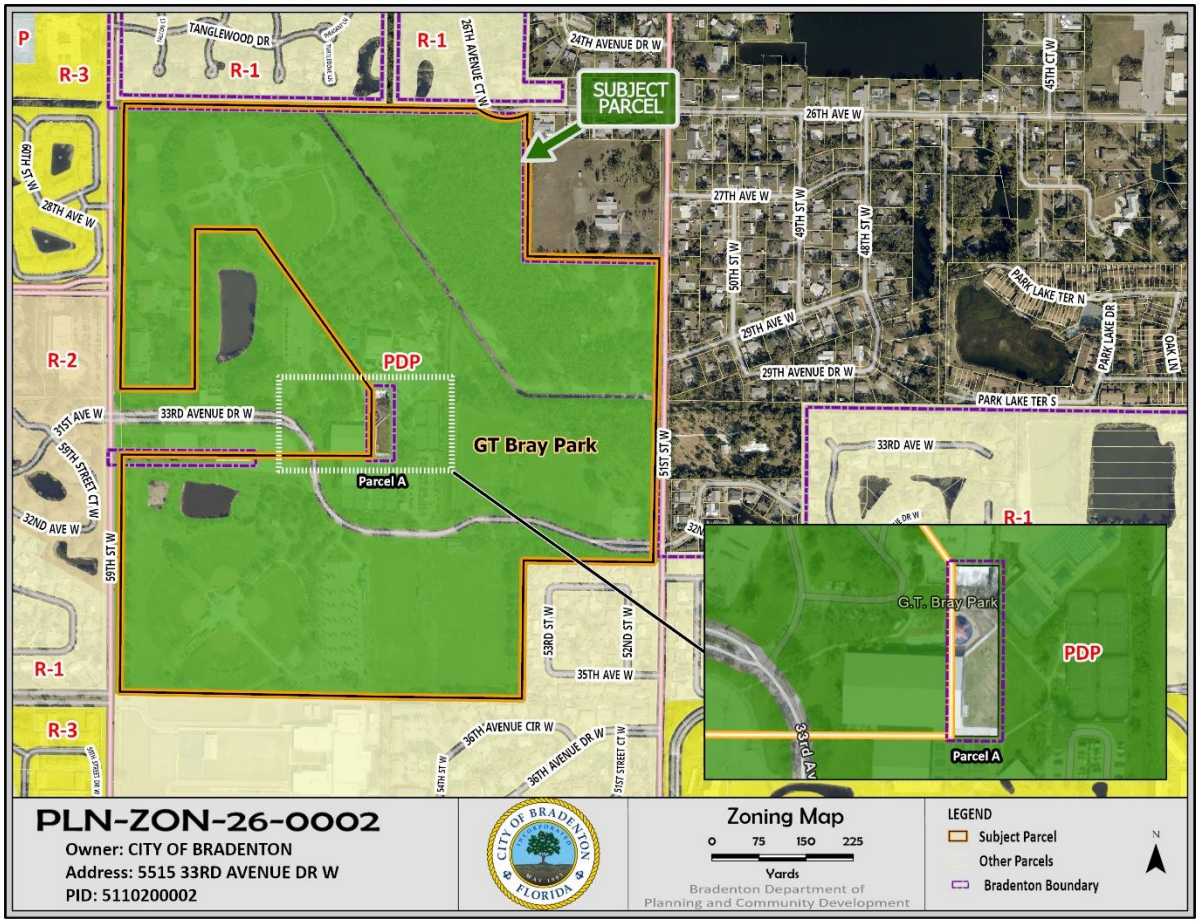
North:	City of Bradenton – Planned Development Project (PDP)
South:	City of Bradenton – Planned Development Project (PDP)
East:	City of Bradenton – Planned Development Project (PDP)
West:	City of Bradenton - Planned Development Project (PDP)

Future Land Use:

North:	City of Bradenton – Recreational / Open Space (R/OS)
South:	City of Bradenton – Recreational / Open Space (R/OS)
East:	City of Bradenton - Recreational / Open Space (R/OS)
West:	City of Bradenton - Recreational / Open Space (R/OS)

Request:

The City of Bradenton is pursuing an annexation of the subject property, henceforth "Parcel A". As part of the annexation process, the property must be assigned a future land use designation and a zoning classification under the City of Bradenton regulations. The map below shows the area of the request along with surrounding Land Use designations for the parcel located approximately 1,200 feet east of the intersection of 59th Street West and 33rd Avenue Drive West and totaling approximately .62 acres in size.



Planned Development District *(Proposed Zoning Classification):*

The Bradenton Land Use Regulations describe the Planned Development District zoning designation as:

> *This district is designed to permit the development of planned complexes of structures and uses where compatible with existing surrounding land uses and is intended for undeveloped parcels of land or those proposed for redevelopment.*

The zoning classification is most often used in special cases such as large scale projects and neighborhood projects, but in this instance is the existing land use regulation for all land within GT Bray Park, leading to this classification to be chosen for consistency

Future Land Use:

This application was submitted with a concurrent application to designate the property with the Recreational / Open Space Future Land Use Classification. Planned Development Project zoning and Recreational / Open Space future land use are compatible in this instance.

Land Use Regulations:

The following sections of the Land Use Regulations describe necessary conditions for assigning or amending land use districts in the City. Staff response is in bold below each criterion.:

3.1.5 *Criteria for land use atlas district designations*. Land within the city shall be assigned a land use atlas district designation from the list of standard land use atlas districts in section A. [sections 3.1.1 through 3.1.3] above. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner pursuant to section 2.2.5 land use atlas amendment.

3.1.5.1 *Consistency with the comprehensive plan.* All land use atlas district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The land use atlas district assigned shall be consistent with the land use category of the future land use map.

The proposed zoning land use category and future land use category are consistent with the intent of the surrounding property and the comprehensive plan.

3.1.5.2 *Land use compatibility.* The assigning of land use atlas districts shall promote the compatibility of adjacent land uses.

Designating these properties as Planned Development District is consistent with the designation of adjacent property that is already under the City's jurisdiction. Granting this designation would allow for all the property within GT Bray Park to be the same zoning and future land use classification.

3.1.5.3 *Adequate public facilities*. The assigning of land use atlas districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in section 4.1.1.5 shall be considered in assigning land use atlas districts and there shall be reasonable

assurance that the demand for services allowed in the proposed land use atlas district can be met.

The property is already receiving the same benefits, utilities, and public usage that the surrounding property is receiving.
3.1.5.4 *Public interest*. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

Designating these lands under the Planned Development District zoning category does not conflict with the public interest. The property is in a park and will remain a park.

3.1.5.5 *Consistency with LURs.* Land use atlas district designations shall be consistent with the purpose and intent of these LURs.
The parcel being annexed is in full compatibility with the surrounding properties in both usage and future usage.

Analysis:

Overall, it appears that PDP is a reasonable zoning classification given the adjacent City classification. PDP zoning is compatible with R/OS Future Land Use in this instance, which was requested in tandem.

On September 16, 2026, the City of Bradenton Planning Commission voted unanimously (vote 6-0) to recommend to City Council approval of the proposed Zoning district of Planned Development Project (PDP).

Respectfully submitted,
Brandon Wink

Brandon Wink
City Planner

EXHIBITS:

EXHIBIT A: Legal Description and Survey

EXHIBIT B: Location Map

EXHIBIT C: Future Land Use Map (Current)

EXHIBIT D: Zoning Map

EXHIBIT A
Legal Description and Survey

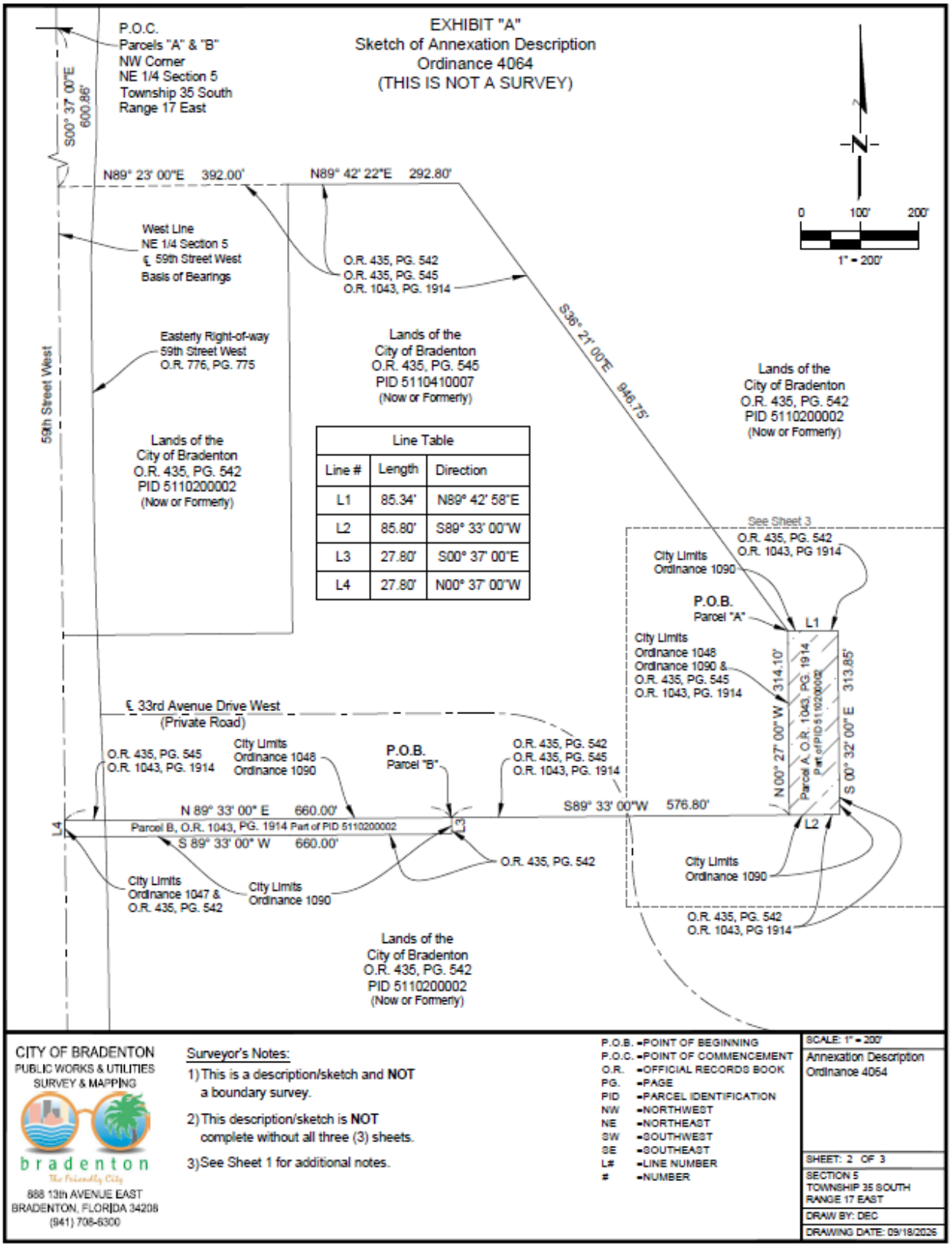


EXHIBIT "A"
Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)

Description:

Parcel "A" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "A"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37'00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet to the **POINT OF BEGINNING**; thence N 89°42'58" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line, described in City of Bradenton, Florida, Ordinance 1090, adopted May 13, 1970, a distance of 85.34 feet; thence S 00°32'00" E, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 313.85 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 85.80 feet; thence N 00°27'00" W, along a line described in Official Records Book 435, Page 545 of the said public records and said Official Records Book 1043, Page 1914 and the City of Bradenton, Florida, Municipal Corporate limit line, described in the City of Bradenton, Florida, Ordinance 1048, adopted November 13, 1968 and said Ordinance 1090, a distance of 314.10 feet, more or less, to the **POINT OF BEGINNING**.

Containing 0.62 acres or 26,866 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:09:06 -04'00'

DAVID E. CRONKHITE, PSM — DATE 09/18/2026
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4064
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT B
Location Map

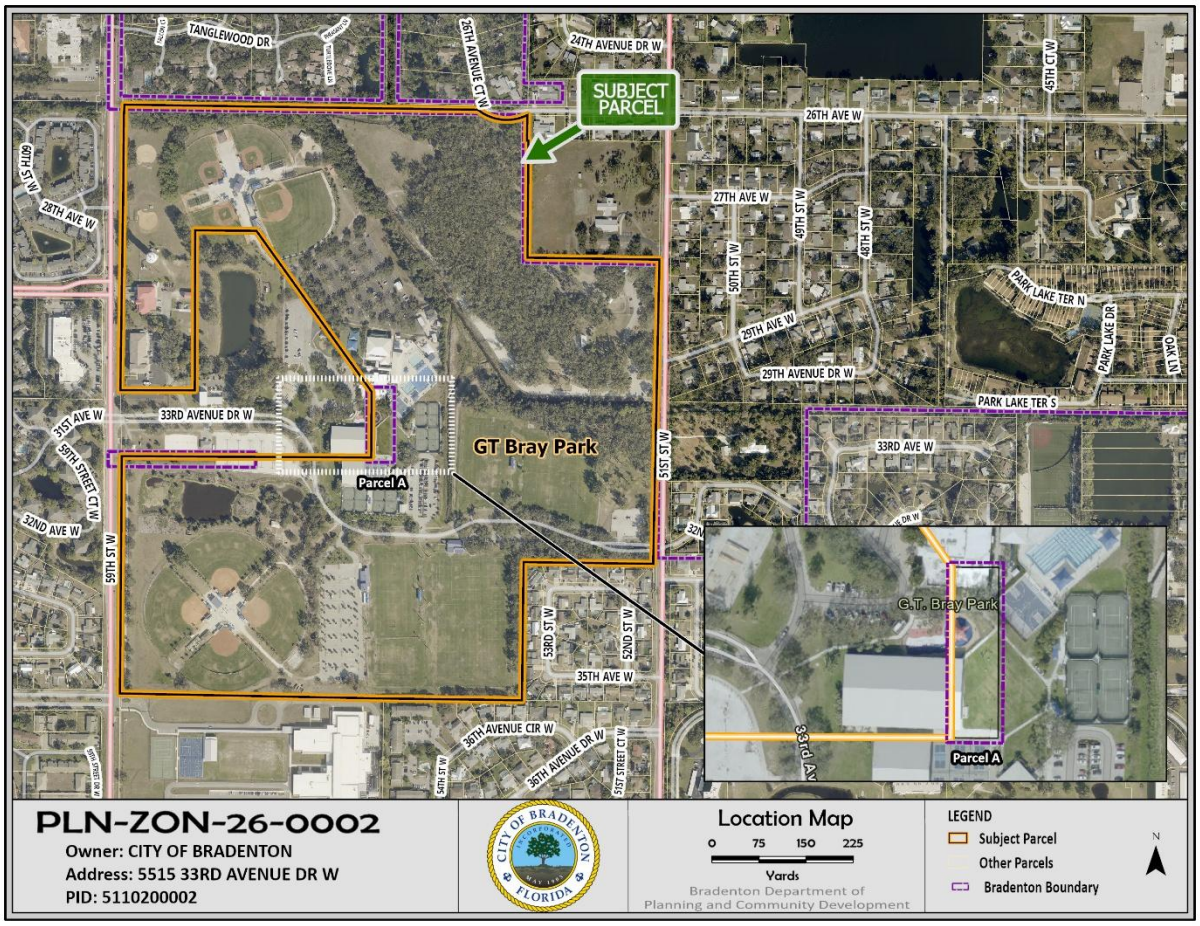


EXHIBIT C
Future Land Use Map (Current)

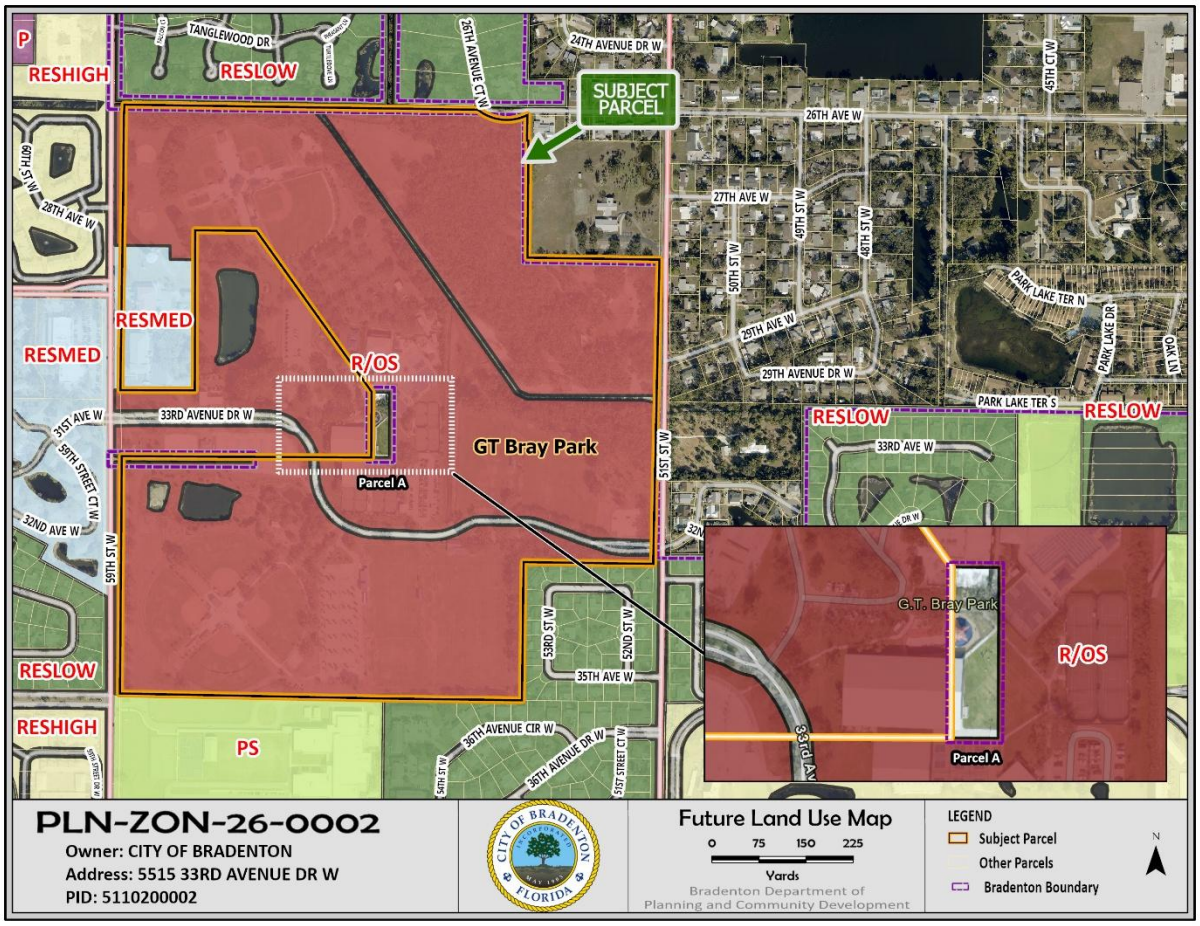
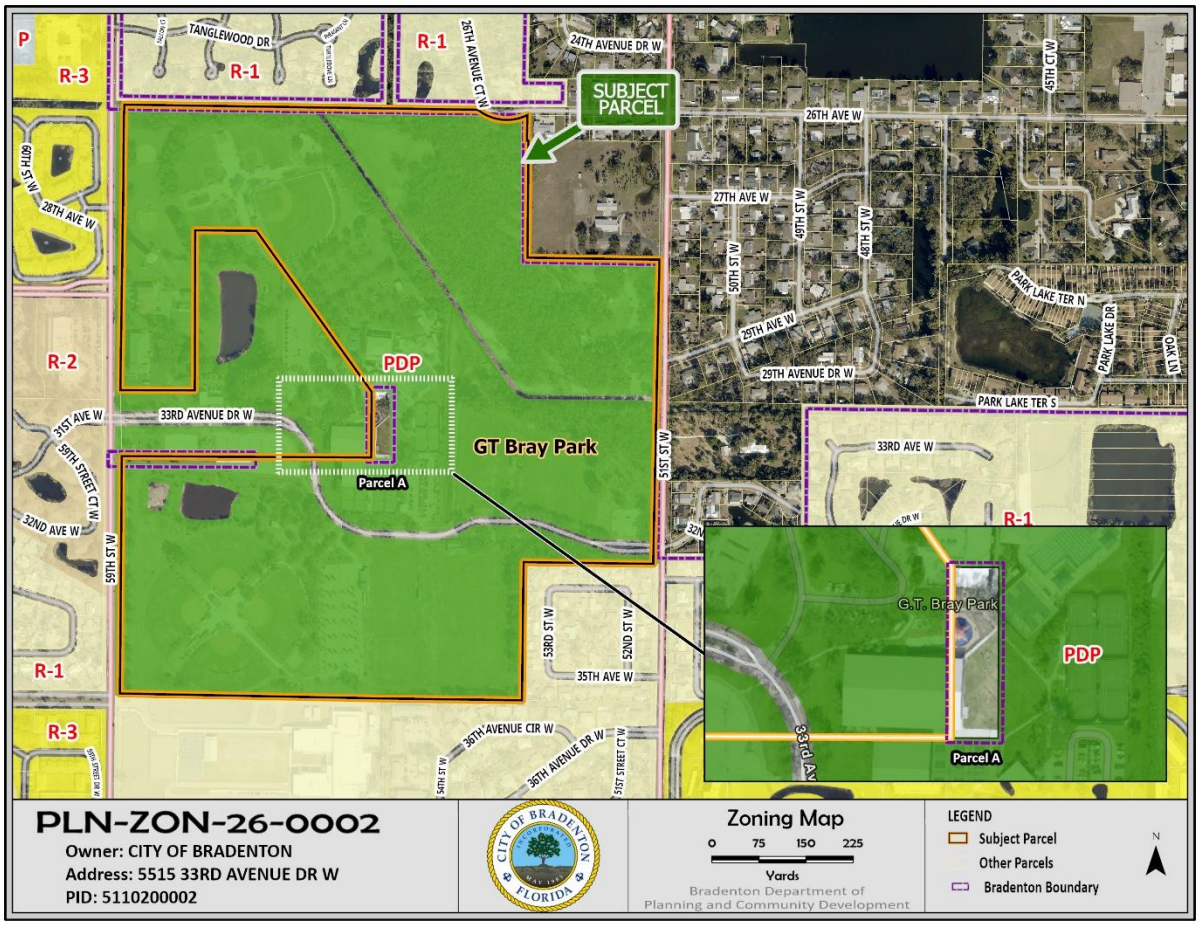


EXHIBIT D
Zoning Map



ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

August 4, 2026

City of Bradenton City Council
City of Bradenton Planning Commission
City of Bradenton Planning Division
101 Old Main Street
Bradenton, FL 34205

RE: GT Bray Park Annexation, Comp Plan, and Zoning Atlas Map Amendments

Dear City Council, Planning Commission, and Planning staff,

City of Bradenton Administration is requesting annexation of two small parcels located within GT Bray Park that currently are in unincorporated Manatee County. The parcels (one being vacant and the other built upon) were part of a Fee Simple Deed dated January 31, 1983, between City National Bank of Miami and the City of Bradenton. The annexations will bring all city owned land within GT Bray Park into the city's jurisdiction.

Along with this request, the city is requesting the zoning of the two parcels be Planned Development Project (PDP) and that they are given a Future Land Use Classification of Recreation/Open Space (R/OS), which is consistent with the current zoning and Future Land Use Classification of GT Bray Park.

Attached to this letter is required documentation to support the requests.

Respectfully submitted,

Rob Perry
City Administrator

EXHIBIT "A"
Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)

Description:

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Containing 0.62 acres or 26,866 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

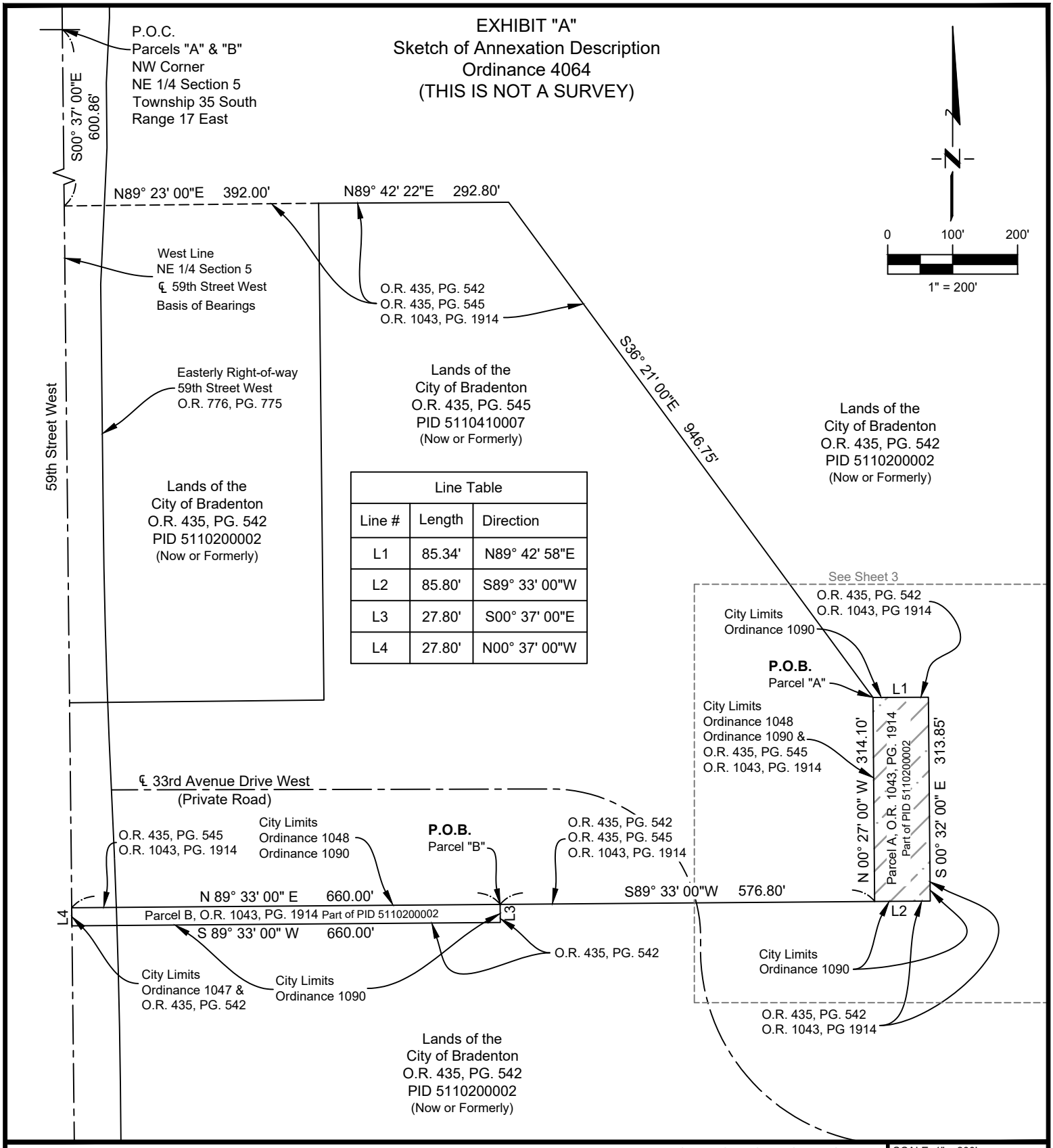
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

09/18/2026
DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
Annexation Description
Ordinance 4064
SHEET: 1 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

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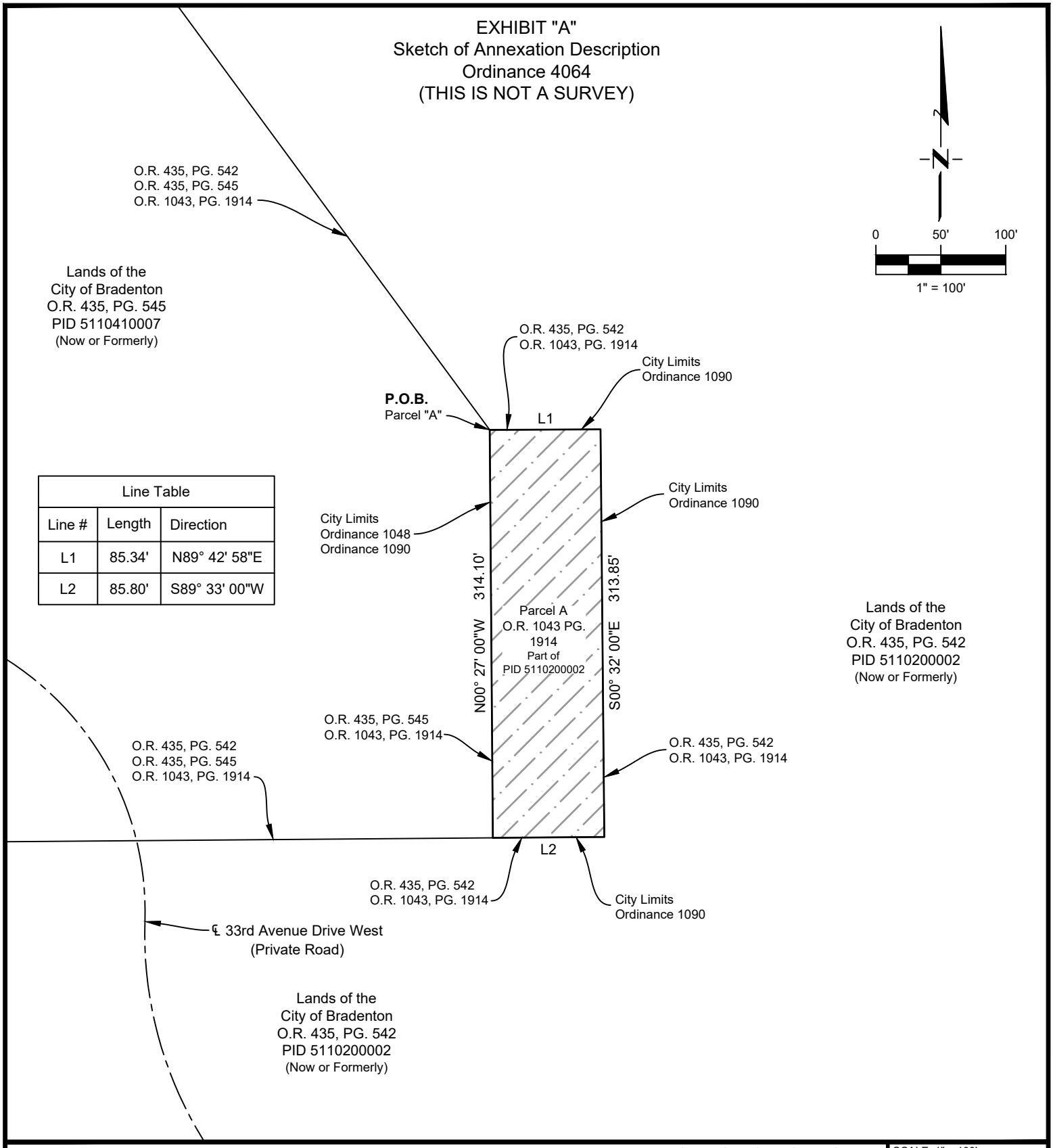
Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

P.O.B.	=POINT OF BEGINNING
P.O.C.	=POINT OF COMMENCEMENT
O.R.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 200'
Annexation Description
Ordinance 4064
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)



Line Table		
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Surveyor's Notes:

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PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 100'
Annexation Description
Ordinance 4064
SHEET: 3 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

883318

FEE SIMPLE DEED

THIS INDENTURE, Made this 31st day of January, 1983, between CITY NATIONAL BANK OF MIAMI, as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), party of the first part, and the CITY OF BRADENTON, a municipal corporation, whose mailing address is Bradenton, Florida, party of the second part,

W I T N E S S E T H

That party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the party of the second part, its successors and assigns, that certain land lying and being in the County of Manatee and State of Florida, more particularly described as follows:

PARCEL "A"

From the NW corner of the NE¼ of Section 5, Township 35 South, Range 17 East, run South 0°37' East along the West line of said NE¼ a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide), thence run North 89°23' East a distance of 392 feet to a point, thence run North 89°42'22" East 292.80 feet, thence run South 36°21'00" East 946.75 feet to a point, said point being hereinafter referred to as Point A, thence run South 0°27'00" East 314.03 feet to a point, said point being hereinafter referred to as Point B and said line last run being hereinafter referred to as the Line AB, said Point B being the Point of Beginning, run thence North 0°27'00" West 314.03 feet along the Line AB to said Point A, thence run North 89°43'58" East 85.34 feet, thence run South 0°32'00" East 313.85 feet, thence run South 89°33'00" West 85.70 feet, more or less to the Point of Beginning

PARCEL "B"

Commence at Point B referred to in the description just above, run thence South 89°33'00" West 1236.80 feet to a point on the center line of 59th Street West, said point being hereinafter referred to as Point C and the line last run being hereinafter referred to as the Line BC, said Point C being also the Point of Beginning,

Documentary Stamps in the amount of $22.50
have been paid this 8 day of Feb 19 83
R. B. Shore, Clerk of the Circuit Court, Manatee County Florida
by D. Earnest Deputy Clerk.

O.R. 1043 PG 1914

run thence South 0°37'00" East along the West line of said NE¼ a distance of 27.80 feet to a point on the center line of said 59th Street West, run thence North 89°33'00" East parallel to the Line BC a distance of 660 feet to a point, run thence North 0°37'00" West a distance of 27.80 feet, more or less, to a point on the Line BC, run thence South 89°23'00" West along the Line BC a distance of 660 feet, more or less, to the Point of Beginning.

Said two tracts just above described containing in the aggregate approximately one acre.

PARCEL "C" (1)

Any lands, if any there should be, lying between Parcel "A" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

PARCEL "C" (2)

Any lands, if any there should be, lying between Parcel "B" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower, reversion, remainder and easment thereto belonging or in anywise appertaining.

SUBJECT TO THE FOLLOWING:

1. County and city taxes if any there should be.

2. Any valid and legally enforceable roads and road rights-of-way, streets, outfall ditches, drainage and irrigation canals and ditches, if any, and easements for utilities, rights-of-way, drainage and irrigation, all whether by reservation, dedication, order of taking or grant of record or whether by prescription.

3. Any matter of fact which an accurate survey or inspection of the premises will disclose.

4. Any applicable zoning, building, flood control or other rules, ordinances or regulations by any governmental agency which restrict, limit or prohibit the use of the described property or any part thereof.

O.R. 1043 PG 1915

TO HAVE AND TO HOLD the same in fee simple forever.

This Deed is the act and deed of CITY NATIONAL BANK OF MIAMI in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), and not in its individual capacity.

IN WITNESS WHEREOF, the said CITY NATIONAL BANK OF MIAMI has caused these presents to be executed in its name by its officers thereunto duly authorized, and its corporate seal to be affixed, in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), the day and year first above written.

CITY NATIONAL BANK OF MIAMI

BY: B. Kleckner
Vice President & Trust Officer

(CORP. SEAL)

Attest: David F. Dando
Title: TRUST OFFICER

Signed, sealed and delivered in the presence of:

Beatrice Silers

Joyce W. Tucci

As Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded)

FILED AND RECORDED
FEB 8 2 19 PM '83
R.B. SIGRF. CLERK
MANATEE CTY. FLA

8833118

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared B. KLECKNER and DAVID F. DANDO, well known to me to be the Vice President and TRUST OFFICER and the Trust Officer, respectively of CITY NATIONAL BANK OF MIAMI, to me known and known to me to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Bank, and the said instrument is the act and deed of said Bank in the capacity therein set forth.

WITNESS, my hand and official seal in the county and state last aforesaid this 31 day of January, 1983.

NOTARY PUBLIC

Joyce W. Tucci
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 11, 1983

O.R. 1043 PG 1916

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:

ORDINANCE NO. 4070
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS; BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.62 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; 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;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ 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):

The proposed ordinance is in regard to a Zoning Atlas Amendment. The applicant has requested annexation of a parcel of land into the City of Bradenton. After annexation, the land must be designated with both a Zoning and Future Land Use category. The applicant is requesting Planned Development Project (PDP). This designation would be an extension of the existing zoning classification adjacent to the subject parcel and does not present a detriment to the public health, safety, morals, or welfare of the community.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Bradenton's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There should not be a direct economic impact on private, for-profit businesses within the City of Bradenton as a result of this designation.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses should be impacted by the proposed ordinance. The ordinance is in relationship to the zoning classification of the subject parcel.

4. Additional information the governing body deems useful (if any):
For example: City of Bradenton staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the Manatee Chamber of Commerce, social media posting, direct mail or direct email, posting on the City of Bradenton's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

Not Applicable (N/A).

AGENDA ITEM NO. 7.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** ORDINANCE 4083 - FIRST READING AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON ZONING ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for November 18, 2026.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton is pursuing a voluntary annexation of the subject property. As part of the annexation process, the property must be assigned a zoning

classification designation (separate application) and a land use designation under the City of Bradenton regulations.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for November 18, 2026.

ATTACHMENTS:
Ordinance 4083
Staff Report
Application Materials
Business Impact Estimate

ORDINANCE NO. 4083

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON ZONING ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED APPROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulations, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and

WHEREAS, the City has adopted land use regulations and a land use atlas ("Zoning Atlas") in order to implement the goals, objectives, and policies of the City's Comprehensive Plan; and

WHEREAS, the City amends such land use regulations and Zoning Atlas from time to time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, the City of Bradenton is the owner of approximately 0.42 acres of real property located at 5210 33rd Avenue Drive West, Bradenton, Florida 34209 (PID#5110200002), and legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, on October 14, 2026, the City Council of the City of Bradenton passed and adopted Ordinance No. 4081, annexing the Property into the municipal boundaries of the City of Bradenton; and

WHEREAS, on November 18, 2026, the City Council of the City of Bradenton passed and adopted Ordinance No. 4082, amending the City of Bradenton's Future Land Use Map to designate the Property as Recreational / Open Space (R/OS); and

WHEREAS, the City of Bradenton submitted a Zoning Atlas amendment application to designate the Property, consisting of approximately 0.42 acres, as Recreational / Open Space (R/OS) (the "Amendment"); and

WHEREAS, the LPA and the City Council have, in preparation of the Amendment to the City's Zoning Atlas, performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral and written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on September 16, 2026, to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, based on the matters of record received by the City Council at the required public hearing pursuant to Section 166.041 Florida Statutes,

held on November 18, 2026, after proper notice, and finding the proposed Amendment to be consistent with the goals, objectives and policies of the City's Comprehensive Plan, as well as the requirements of Section 3.1.5 of the City's Land Use Regulations, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment.

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

1. The recitals set forth above are true and correct and are hereby adopted as findings of fact by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Bradenton Zoning Atlas should be amended as described in Section 2 below.

2. The Zoning Atlas of the City of Bradenton is hereby amended, classifying the Property as Recreational / Open Space (R/OS).

3. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional, or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

4. This Ordinance shall be contingent upon Ordinance 4081 becoming effective and shall otherwise become effective as provided by Florida law.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 18th DAY OF NOVEMBER 2026.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

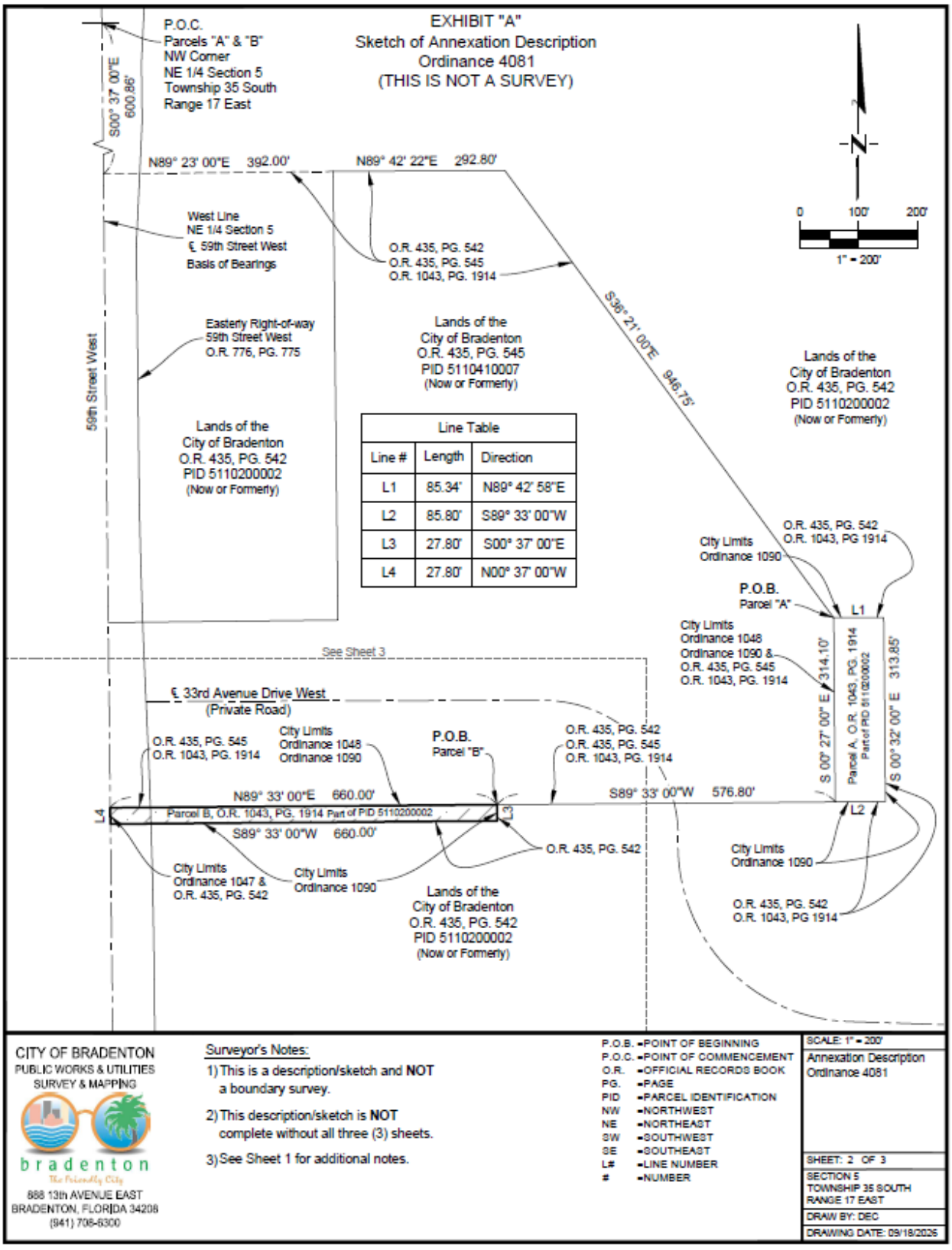
Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

Planning Commission	September 16, 2026
City Council 1st Reading	October 14, 2026
City Council 2nd Reading and Public Hearing	November 18, 2026
Local Planning Agency ad published	September 6, 2026
City Council hearing ad published	November 8, 2026

EXHIBIT A



CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Surveyor's Notes:

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2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

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SCALE: 1" = 200'
Annexation Description
Ordinance 4081
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
October 14, 2026, and November 18, 2026

Staff Report

Case Number:	PLN-ZON-26-0003
Ordinance No.:	4083
Applicant:	City of Bradenton
Owner:	City of Bradenton
Address:	5210 33rd Avenue Drive West
Parcel ID No:	Surrounded by Parcel 5110200002
Current Zoning:	Unknown
Future Land Use:	Unknown
Flood Zone:	X

Surrounding Property - Zoning & Future Land Use:

Current Zoning:

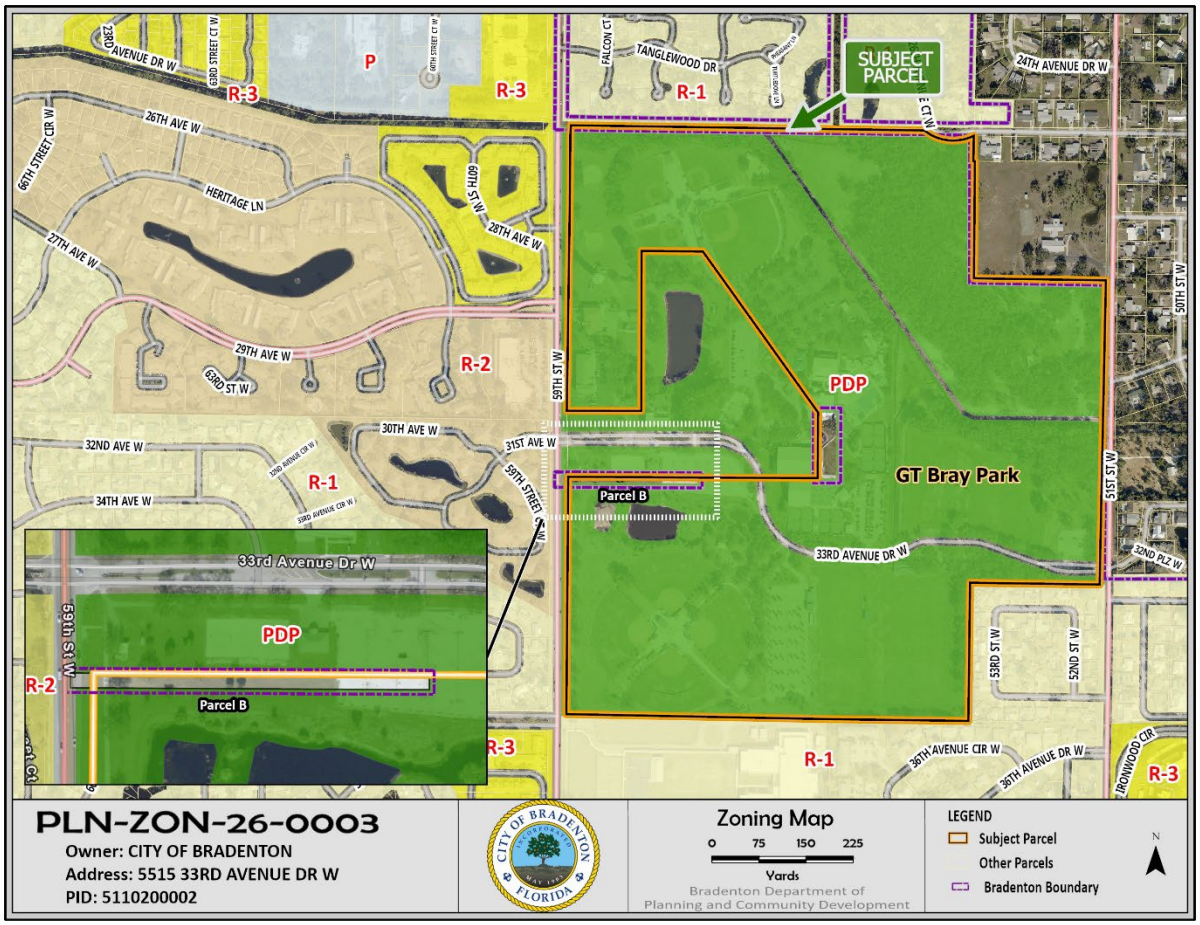
North:	City of Bradenton – Planned Development Project (PDP)
South:	City of Bradenton – Planned Development Project (PDP)
East:	City of Bradenton – Planned Development Project (PDP)
West:	City of Bradenton – R-2 Medium Density, 1 & 2 Family

Future Land Use:

North:	City of Bradenton – Recreational / Open Space (R/OS)
South:	City of Bradenton – Recreational / Open Space (R/OS)
East:	City of Bradenton - Recreational / Open Space (R/OS)
West:	City of Bradenton – Residential Medium

Request:

The City of Bradenton is pursuing an annexation of the subject property, henceforth "Parcel B". As part of the annexation process, the property must be assigned a future land use designation and a zoning classification under the City of Bradenton regulations. The map below shows the area of the request along with surrounding Future Land Use designations for the parcel located East of 59th Street West and approximately 160 feet South of the intersection of 59th Street West and 33rd Avenue Drive West and totaling approximately 0.42 acres in size.



Planned Development District *(Proposed Zoning Classification):*

The Bradenton Land Use Regulations describe the Planned Development District zoning designation as:

> *This district is designed to permit the development of planned complexes of structures and uses where compatible with existing surrounding land uses and is intended for undeveloped parcels of land or those proposed for redevelopment.*

The zoning classification is most often used in special cases such as large scale projects and neighborhood projects, but in this instance is the existing land use regulation for all of the land within GT Bray Park, leading to this classification to be chosen for consistency.

Future Land Use:

This application was submitted with a concurrent application to designate the property with the Recreational / Open Space Future Land Use Classification. Planned Development Project zoning and Recreational / Open Space future land use are compatible in this instance.

Land Use Regulations:

The following sections of the Land Use Regulations describe necessary conditions for assigning or amending land use districts in the City. Staff response is in bold below each criterion.:

3.1.5 *Criteria for land use atlas district designations*. Land within the city shall be assigned a land use atlas district designation from the list of standard land use atlas districts in section A. [sections 3.1.1 through 3.1.3] above. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner pursuant to section 2.2.5 land use atlas amendment.

3.1.5.1 *Consistency with the comprehensive plan.* All land use atlas district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The land use atlas district assigned shall be consistent with the land use category of the future land use map.

The proposed zoning land use category and future land use category are consistent with the intent of the surrounding property and the comprehensive plan.

3.1.5.2 *Land use compatibility.* The assigning of land use atlas districts shall promote the compatibility of adjacent land uses.

Designating these properties as Planned Development District is consistent with the designation of adjacent property that is already under the City's jurisdiction. Granting this designation would allow for all the property within GT Bray Park to be the same zoning and future land use classification.

3.1.5.3 *Adequate public facilities*. The assigning of land use atlas districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in section 4.1.1.5 shall be considered in assigning land use atlas districts and there shall be reasonable

assurance that the demand for services allowed in the proposed land use atlas district can be met.

The property is already receiving the same benefits, utilities, and public usage that the surrounding property is receiving.

3.1.5.4 *Public interest*. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

Designating these lands under the Planned Development District zoning category does not conflict with the public interest. The property is in a park and will remain in a park.

3.1.5.5 *Consistency with LURs.* Land use atlas district designations shall be consistent with the purpose and intent of these LURs.
The parcel being annexed is in full compatibility with the surrounding properties in both usage and future usage.

Analysis:

Overall, it appears that PDP is a reasonable zoning classification given the adjacent City classification. PDP zoning is compatible with R/OS Future Land Use in this instance, which was requested in tandem.

On September 16, 2026, the City of Bradenton Planning Commission voted unanimously (vote 6-0) to recommend to City Council approval of the proposed Zoning district of Planned Development Project (PDP).

Respectfully submitted,

Brandon Wink

Brandon Wink
City Planner

EXHIBITS:

EXHIBIT A: Legal Description and Survey

EXHIBIT B: Location Map

EXHIBIT C: Future Land Use Map (Current)

EXHIBIT D: Zoning Map

EXHIBIT A
Legal Description and Survey

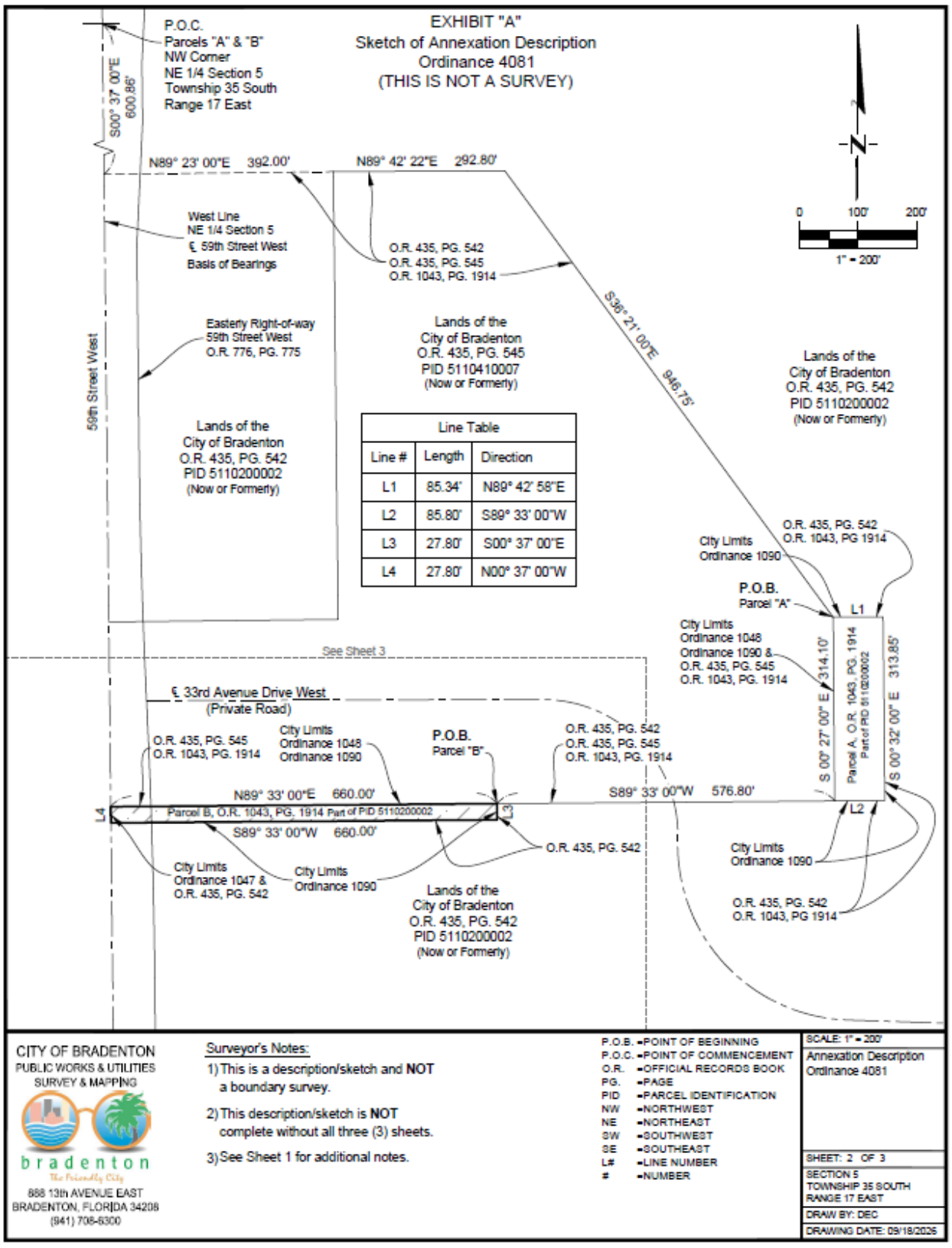


EXHIBIT "A"
Annexation Description
Ordinance 4081
(THIS IS NOT A SURVEY)

Description:

Parcel "B" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "B"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37' 00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet; thence S 00°27'00" E, along the City of Bradenton, Florida, Municipal Corporate limit line described in the City of Bradenton, Florida Ordinance 1048, adopted November 13, 1968 and City of Bradenton, Florida Ordinance 1090, adopted May 13, 1970, a distance of 314.10 feet; thence S 89°33'00" W, along the said Municipal Corporate limit line described in the said Ordinance 1048 and said Ordinance 1090, a distance of 576.80 feet to the **POINT OF BEGINNING**; thence S 00°37'00" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the said Municipal Corporate limit line described in said Ordinance 1090, a distance of 27.80 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 660.00 feet to a point on the center line of 59th Street West, thence N 00°37'00" W, along the center line of 59th Street West, also being the West line of said Northeast 1/4, and a line described in the said Official Records Books and the City of Bradenton, Florida, Municipal Corporate limit line described in City of Bradenton, Florida, Ordinance 1047, adopted November 13, 1968, a distance of 27.80 feet to a point on the centerline of said 59th Street West; thence N 89°33'00" E, along a line described in said Official Records Book 435, Page 545 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1048 and said Ordinance 1090, a distance of 660.00 feet; to the **POINT OF BEGINNING**.

Containing 0.42 acres or 18,348 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal or electronic equivalent of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.09.18 14:10:22 -04'00'

DAVID E. CRONKHITE, PSM — DATE 09/18/2026
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: NONE
Annexation Description Ordinance 4081
SHEET: 1 OF 3
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18/2026

EXHIBIT B
Location Map

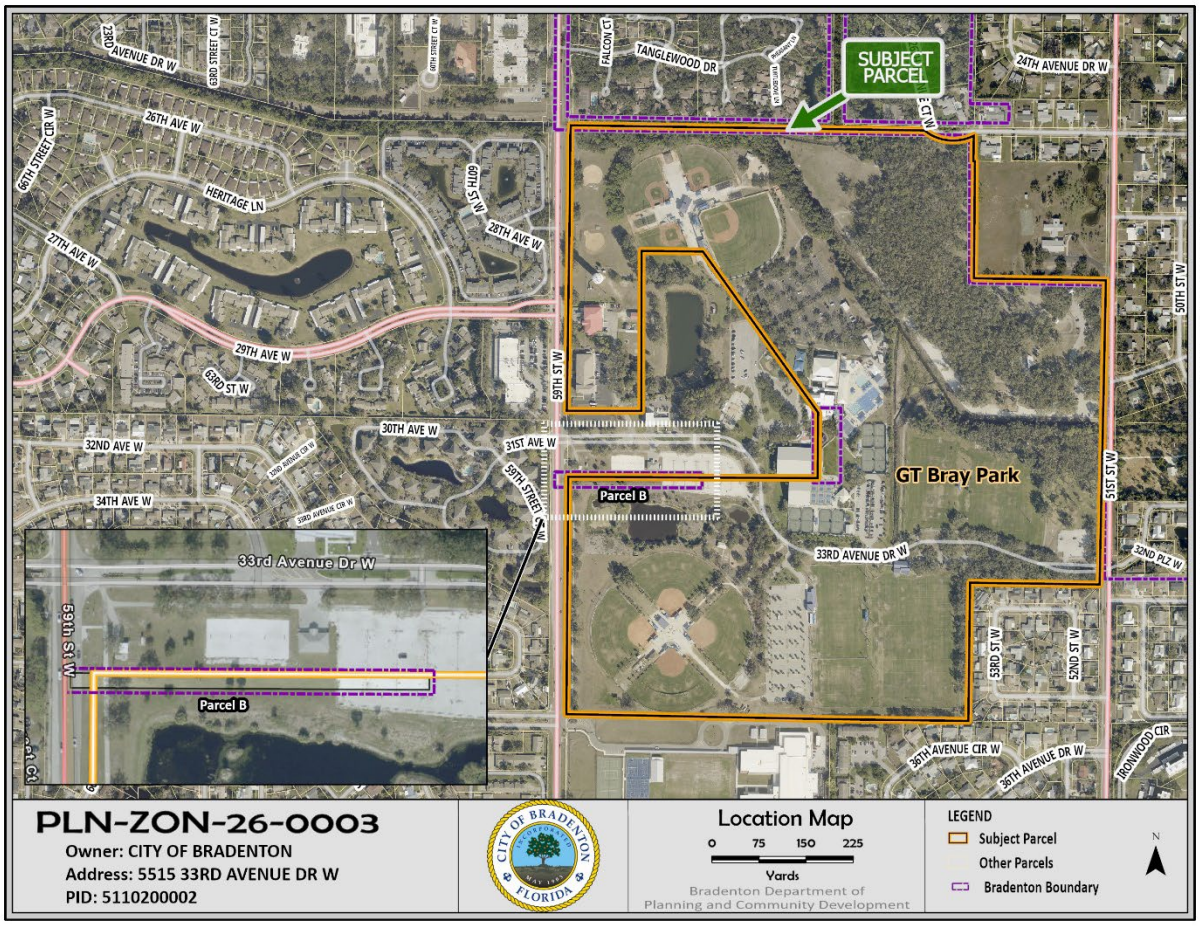


EXHIBIT C
Future Land Use Map (Current)

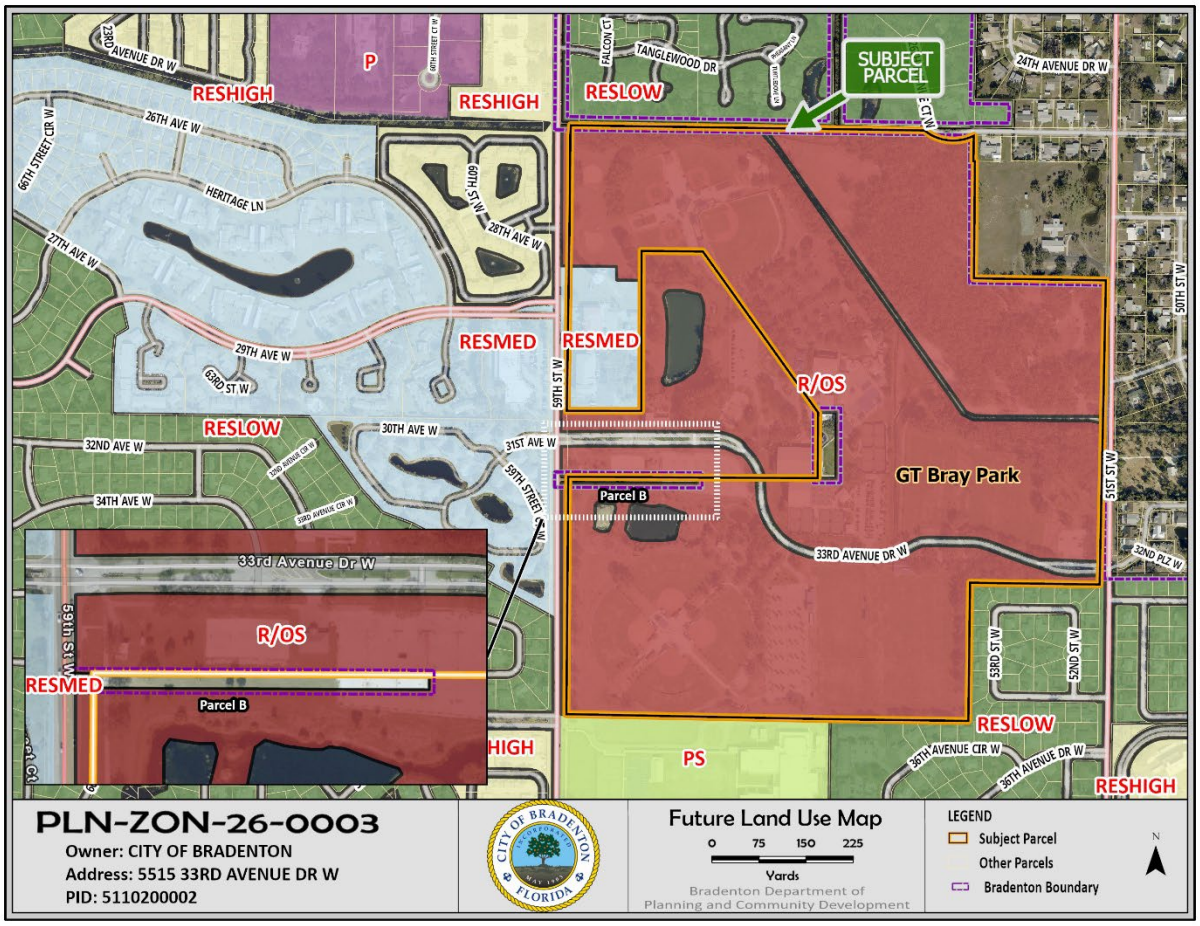
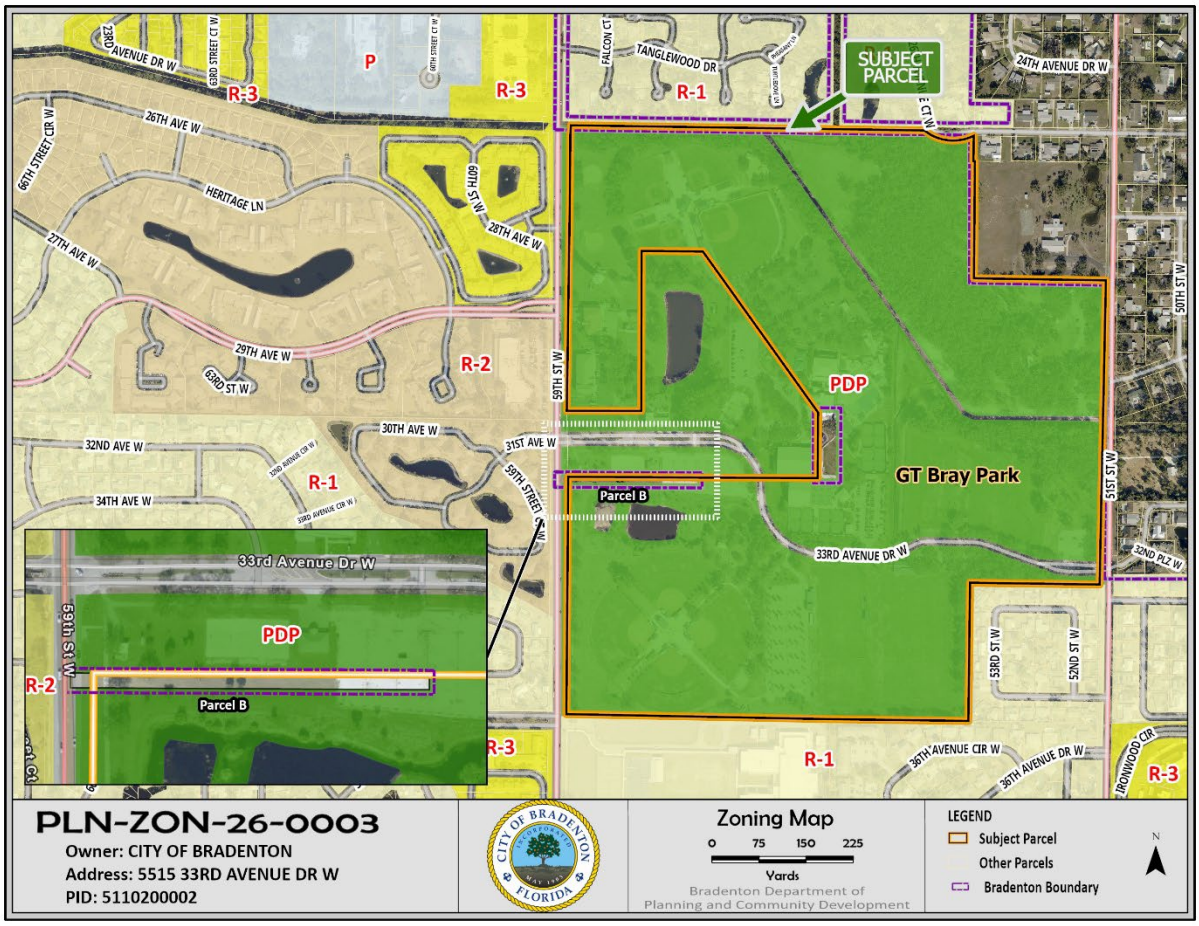


EXHIBIT D
Zoning Map



ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

August 4, 2026

City of Bradenton City Council
City of Bradenton Planning Commission
City of Bradenton Planning Division
101 Old Main Street
Bradenton, FL 34205

RE: GT Bray Park Annexation, Comp Plan, and Zoning Atlas Map Amendments

Dear City Council, Planning Commission, and Planning staff,

City of Bradenton Administration is requesting annexation of two small parcels located within GT Bray Park that currently are in unincorporated Manatee County. The parcels (one being vacant and the other built upon) were part of a Fee Simple Deed dated January 31, 1983, between City National Bank of Miami and the City of Bradenton. The annexations will bring all city owned land within GT Bray Park into the city's jurisdiction.

Along with this request, the city is requesting the zoning of the two parcels be Planned Development Project (PDP) and that they are given a Future Land Use Classification of Recreation/Open Space (R/OS), which is consistent with the current zoning and Future Land Use Classification of GT Bray Park.

Attached to this letter is required documentation to support the requests.

Respectfully submitted,

Rob Perry
City Administrator

EXHIBIT "A"
Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)

Description:

Parcel "A" conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "A"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37'00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23'00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet to the **POINT OF BEGINNING**; thence N 89°42'58" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line, described in City of Bradenton, Florida, Ordinance 1090, adopted May 13, 1970, a distance of 85.34 feet; thence S 00°32'00" E, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 313.85 feet; thence S 89°33'00" W, along a line described in the said Official Records Book 435, Page 542 and said Official Records Book 1043, Page 1914 and the said Municipal Corporate limit line, described in said Ordinance 1090, a distance of 85.80 feet; thence N 00°27'00" W, along a line described in Official Records Book 435, Page 545 of the said public records and said Official Records Book 1043, Page 1914 and the City of Bradenton, Florida, Municipal Corporate limit line, described in the City of Bradenton, Florida, Ordinance 1048, adopted November 13, 1968 and said Ordinance 1090, a distance of 314.10 feet, more or less, to the **POINT OF BEGINNING**.

Containing 0.62 acres or 26,866 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This description/sketch is **NOT** complete without all three (3) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

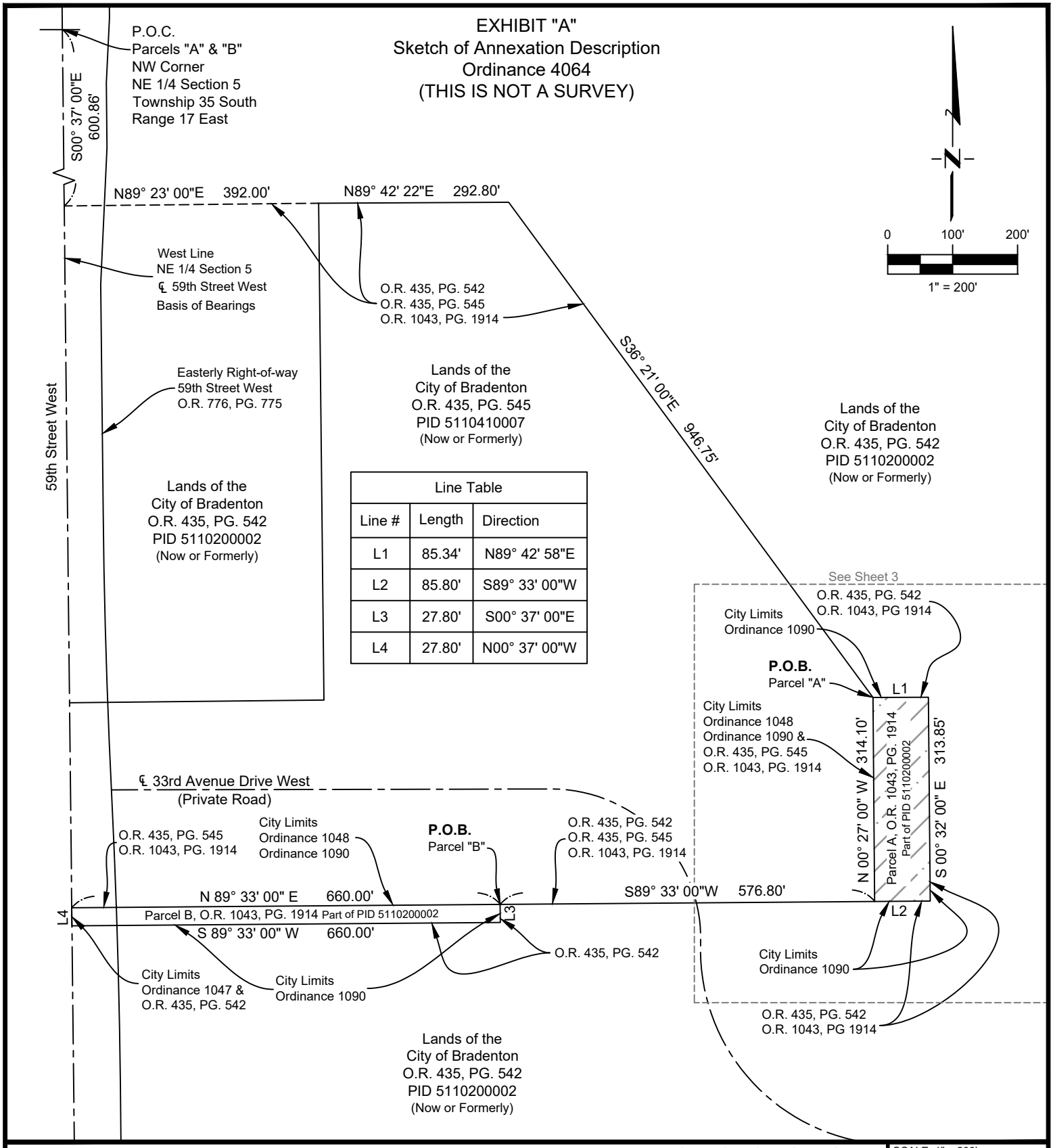
CITY OF BRADENTON
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SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

09/18/2026
DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
Annexation Description
Ordinance 4064
SHEET: 1 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

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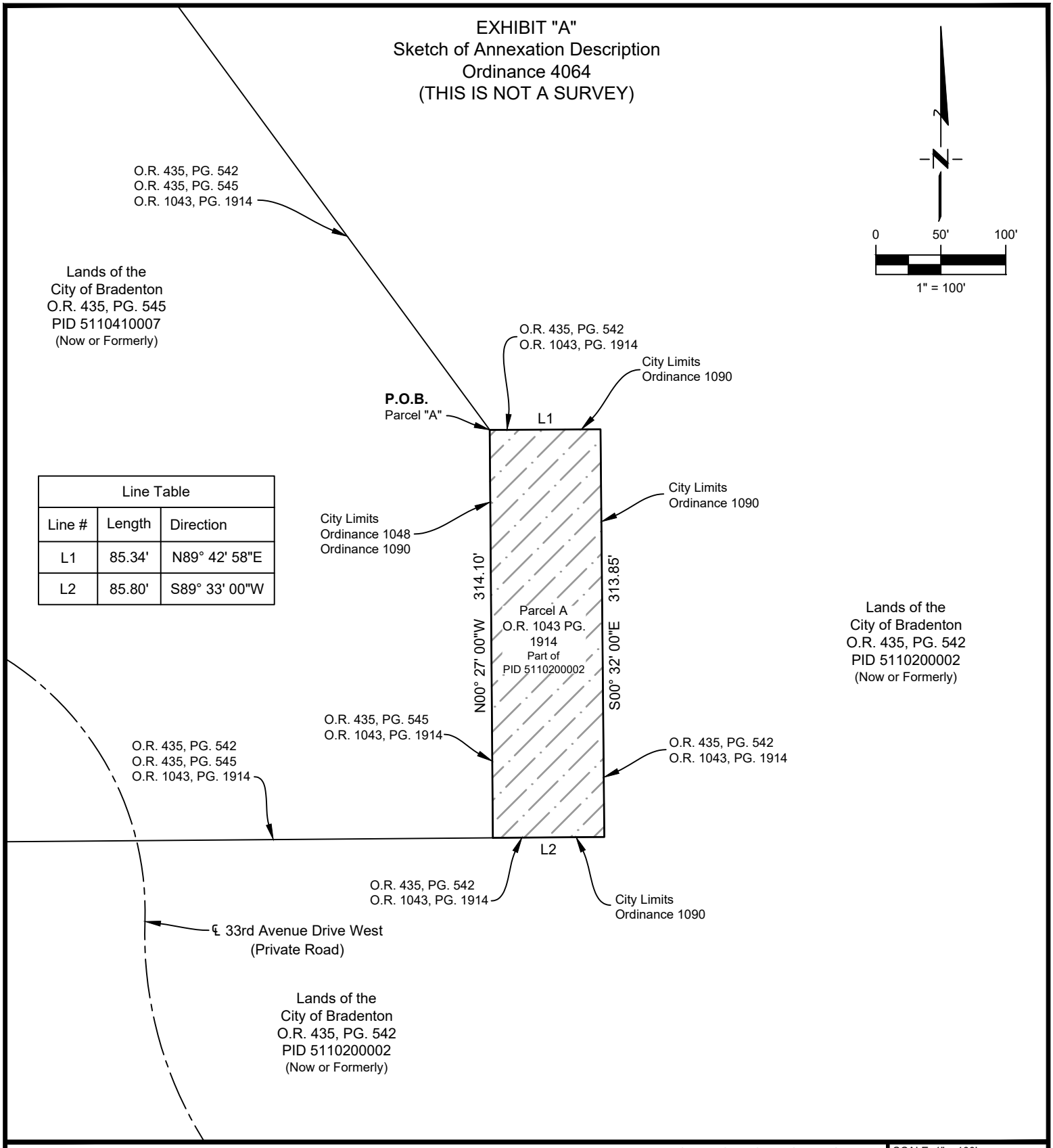
Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all three (3) sheets.
3) See Sheet 1 for additional notes.

P.O.B.	=POINT OF BEGINNING
P.O.C.	=POINT OF COMMENCEMENT
O.R.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 200'
Annexation Description
Ordinance 4064
SHEET: 2 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

EXHIBIT "A"
Sketch of Annexation Description
Ordinance 4064
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
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P.O.B.	=POINT OF BEGINNING
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PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 100'
Annexation Description
Ordinance 4064
SHEET: 3 OF 3
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/18

883318

FEE SIMPLE DEED

THIS INDENTURE, Made this 31st day of January, 1983, between CITY NATIONAL BANK OF MIAMI, as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), party of the first part, and the CITY OF BRADENTON, a municipal corporation, whose mailing address is Bradenton, Florida, party of the second part,

W I T N E S S E T H

That party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the party of the second part, its successors and assigns, that certain land lying and being in the County of Manatee and State of Florida, more particularly described as follows:

PARCEL "A"

From the NW corner of the NE¼ of Section 5, Township 35 South, Range 17 East, run South 0°37' East along the West line of said NE¼ a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide), thence run North 89°23' East a distance of 392 feet to a point, thence run North 89°42'22" East 292.80 feet, thence run South 36°21'00" East 946.75 feet to a point, said point being hereinafter referred to as Point A, thence run South 0°27'00" East 314.03 feet to a point, said point being hereinafter referred to as Point B and said line last run being hereinafter referred to as the Line AB, said Point B being the Point of Beginning, run thence North 0°27'00" West 314.03 feet along the Line AB to said Point A, thence run North 89°43'58" East 85.34 feet, thence run South 0°32'00" East 313.85 feet, thence run South 89°33'00" West 85.70 feet, more or less to the Point of Beginning

PARCEL "B"

Commence at Point B referred to in the description just above, run thence South 89°33'00" West 1236.80 feet to a point on the center line of 59th Street West, said point being hereinafter referred to as Point C and the line last run being hereinafter referred to as the Line BC, said Point C being also the Point of Beginning,

Documentary Stamps in the amount of $22.50
have been paid this 8 day of Feb 19 83
R. B. Shore, Clerk of the Circuit Court, Manatee County Florida
by D. Earnest Deputy Clerk.

O.R. 1043 PG 1914

run thence South 0°37'00" East along the West line of said NE¼ a distance of 27.80 feet to a point on the center line of said 59th Street West, run thence North 89°33'00" East parallel to the Line BC a distance of 660 feet to a point, run thence North 0°37'00" West a distance of 27.80 feet, more or less, to a point on the Line BC, run thence South 89°23'00" West along the Line BC a distance of 660 feet, more or less, to the Point of Beginning.

Said two tracts just above described containing in the aggregate approximately one acre.

PARCEL "C" (1)

Any lands, if any there should be, lying between Parcel "A" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

PARCEL "C" (2)

Any lands, if any there should be, lying between Parcel "B" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower, reversion, remainder and easment thereto belonging or in anywise appertaining.

SUBJECT TO THE FOLLOWING:

1. County and city taxes if any there should be.

2. Any valid and legally enforceable roads and road rights-of-way, streets, outfall ditches, drainage and irrigation canals and ditches, if any, and easements for utilities, rights-of-way, drainage and irrigation, all whether by reservation, dedication, order of taking or grant of record or whether by prescription.

3. Any matter of fact which an accurate survey or inspection of the premises will disclose.

4. Any applicable zoning, building, flood control or other rules, ordinances or regulations by any governmental agency which restrict, limit or prohibit the use of the described property or any part thereof.

TO HAVE AND TO HOLD the same in fee simple forever.

This Deed is the act and deed of CITY NATIONAL BANK OF MIAMI in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), and not in its individual capacity.

IN WITNESS WHEREOF, the said CITY NATIONAL BANK OF MIAMI has caused these presents to be executed in its name by its officers thereunto duly authorized, and its corporate seal to be affixed, in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), the day and year first above written.

CITY NATIONAL BANK OF MIAMI

BY: B. Kleckner
Vice President & Trust Officer

(CORP. SEAL)

Attest: David E. Dando
Title: TRUST OFFICER

Signed, sealed and delivered in the presence of:

Beatrice Silers

Joyce W. Tucci

As Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded)

FILED AND RECORDED
FEB 8 2 19 PM '83
R.B. SIGAR, CLERK
MANATEE CTY, FLA

8833118

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared B. KLECKNER and DAVID E. DANDO, well known to me to be the Vice President and TRUST OFFICER and the Trust Officer, respectively of CITY NATIONAL BANK OF MIAMI, to me known and known to me to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Bank, and the said instrument is the act and deed of said Bank in the capacity therein set forth.

WITNESS, my hand and official seal in the county and state last aforesaid this 31 day of January, 1983.

NOTARY PUBLIC

Joyce W. Tucci
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 11, 1983

O.R. 1043 PG 1916

Irvin B. Lee P.E., Director

Public Works & Utilities | 888 13th Ave E Bradenton, Florida 34208
941.708.6300 | irvin.lee@bradentonfl.gov
www.cityofbradenton.com

Facilities Report

Annexation from Manatee County to City of Bradenton

Parcels "A" & "B"

The City of Bradenton intends to annex two parcels contiguous to city property from unincorporated Manatee County into the City of Bradenton's jurisdiction. The real property was conveyed to the City of Bradenton from City National Bank of Miami by a fee simple deed recorded in Official Records Book 1043 page 1914 of the Public Records of Manatee County, FL. The intended use of these parcels is for recreational purposes.

Parcel "A" contains 0.62 acres or 26,866 square feet, more or less and Parcel "B" contains 0.42 acres or 18,348 square feet.

- **Potable Water** – City owned potable water is available. There is a 16" ductile iron main in the area.

- **Sanitary Sewer** – City owned sanitary sewer services are available. A 24" gravity sewer is in the area.

- **Stormwater** – Parcel A currently drains a City pond to the north on the City of Bradenton Fire Station parcel and Parcel B drains into Manatee County Right of Way along 59th St W

- **Police and Fire Protection** – An interlocal agreement will allow Manatee County Sheriff's Office and Manatee County Fire Rescue or City Police and Fire to cover the needs of the properties

- **Roadway maintenance** - Private road maintenance by primary user will continue

- **Parks and Recreation** – This is the intended use of the properties

Gene Brown *Mayor* | Jayne Kocher *Ward 1* | Marianne Barnebey *Ward 2* | Josh Cramer *Ward 3* | Lisa Gonzalez Moore *Ward 4* | Pam Coachman *Ward 5*

Irvin B. Lee P.E., Director

Public Works & Utilities | 888 13th Ave E Bradenton, Florida 34208
941.708.6300 | irvin.lee@bradentonfl.gov
www.cityofbradenton.com

The subject property is not expected to cause adverse issues to the current level of services provided to City residents.

Irvin B. Lee, P.E.

Gene Brown *Mayor* | **Jayne Kocher** *Ward 1* | **Marianne Barnebey** *Ward 2* | **Josh Cramer** *Ward 3* | **Lisa Gonzalez Moore** *Ward 4* | **Pam Coachman** *Ward 5*

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:

ORDINANCE NO. 4083: AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED EAST OF 59TH STREET WEST AND APPROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET EAST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS; BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON, UNDER THE PLANNED DEVELOPMENT PROJECT ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; 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;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ 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):

The proposed ordinance is in regard to a Comprehensive Map Amendment. The applicant has requested annexation of a parcel of land into the City of Bradenton. After annexation, the land must be designated with both a Zoning and Future Land Use category. The applicant is requesting R/OS (Recreation/Open Space). This designation would be an extension of the existing Future Land Use classification adjacent to the subject parcel and does not present a detriment to the public health, safety, morals, or welfare of the community.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Bradenton's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There should not be a direct economic impact on private, for-profit businesses within the City of Bradenton as a result of this designation.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses should be impacted by the proposed ordinance. The ordinance is in relationship to the zoning classification of the subject parcel.

4. Additional information the governing body deems useful (if any):
For example: City of Bradenton staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the Manatee Chamber of Commerce, social media posting, direct mail or direct email, posting on the City of Bradenton's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

Not Applicable (N/A).

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: DeSoto Heritage Festival Grand Parade

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: On-Duty Bradenton Police Department and Public Works Staff onsite, parade route barricades, Florida Department of Transportation Road Closure Approval and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Hernando DeSoto Historical Society seeks approval for their annual grand parade to be held on April 24, 2027, on Manatee Avenue West from U.S. 301 to 43rd St. W. The parade has an expectation of 25,000 in attendance.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Desoto Heritage Festival Grand Parade event with stipulations recommended by staff.

ATTACHMENTS:

Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: HERNANDO DESOTO HISTORICAL SOCIETY

Date of Application: 09/17/2026

Contact Name: TOM MURPHY

Contact Phone 1: 941-962-9431

Contact Email: [redacted]

Contact Phone 2: 941-920-4046

Address: 605 17th Ave W

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: DESOTO HERITAGE FESTIVAL GRAND PARADE

Event Date: 04/24/2027

Purpose of Event: Parade

Description of Event: Annual Heritage Festival Parade on Manatee Ave W

Event Location: Manatee Ave W from US301 (1st Street W) to 43rd Street W

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

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	4/24/2027	Saturday	12:00PM	7:30PM	3,000
Event Day 1	4/24/2027	Saturday	7:30PM	11:30PM	25,000
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 86

Past Attendance: 25,000

(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: AC

Will a generator be used? (Yes) No Size of generator: 3 Light Towers with Generators

Will gas equipment be used? (Yes) No Type of fuel source: Gasoline for light towers/generators

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, Thomas C. Murphy, applicant/event organizer for DeSoto Heritage Festival Grand Parade (event), scheduled for (date&hours), April 24, 2027, from 12noon to 11:30pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer	Hernando DeSoto Historical Society Organization
Thomas C. Murphy, Parade Chairman Typed or Printed Name and Title	9/17/2026 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 of Applicant/Event Organizer	Hernando DeSoto Historical Society Organization
Thomas C. Murphy, Parade Chairman Typed or Printed Name and Title	9/17/2026 Date

(03/2022)

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

Name of Requestor: Tom Murphy, Parade Chairman

Name of Organization: Hernando DeSoto Historical Society

Street Address: 605 17th Ave W

City: Bradenton State: FL Zip: 34205

Telephone: 941-747-1998 Email: [redacted]

Name of Event: DeSoto Heritage Festival Grand Parade

Start Date: 4/24/2027 End Date: 4/24/2027 Start Time: 12 Noon End Time: 11:30PM

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

ROADS CLOSING FROM 12 NOON TO 11:30PM:
Manatee Avenue W from 1st Street W to 14th Street W

ROADS CLOSING FROM 5PM TO 11:30PM:
Manatee Avenue W from 14th Street W to 43rd St W

ROADS CLOSING FROM 7PM TO 11:30PM
US41 BUS (Green Bridge) Southbound from Riverside Dr (Palmetto) to 6th Ave W (SR64)
US41 BUS Northbound from 6th Ave W (SR64) to 4th Ave W
43rd Street W from 9th Ave W to Manatee Ave (SR64)

Proposed detour route (include alternative road and map):

See attached MOT

Additional notes and comments:

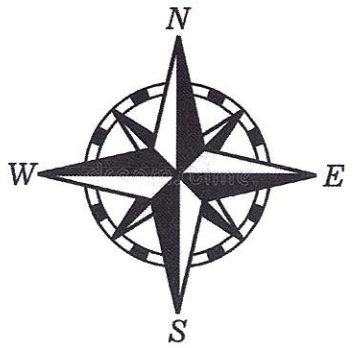
DESOTO HERITAGE FESTIVAL GRAND PARADE EVENT ROUTE MAP



PARADE BEGINS AT SR64 AND US 301/41. PARADE TRAVELS WEST ON SR64 ENDING AT 43RD STREET WEST.

OVERVIEW

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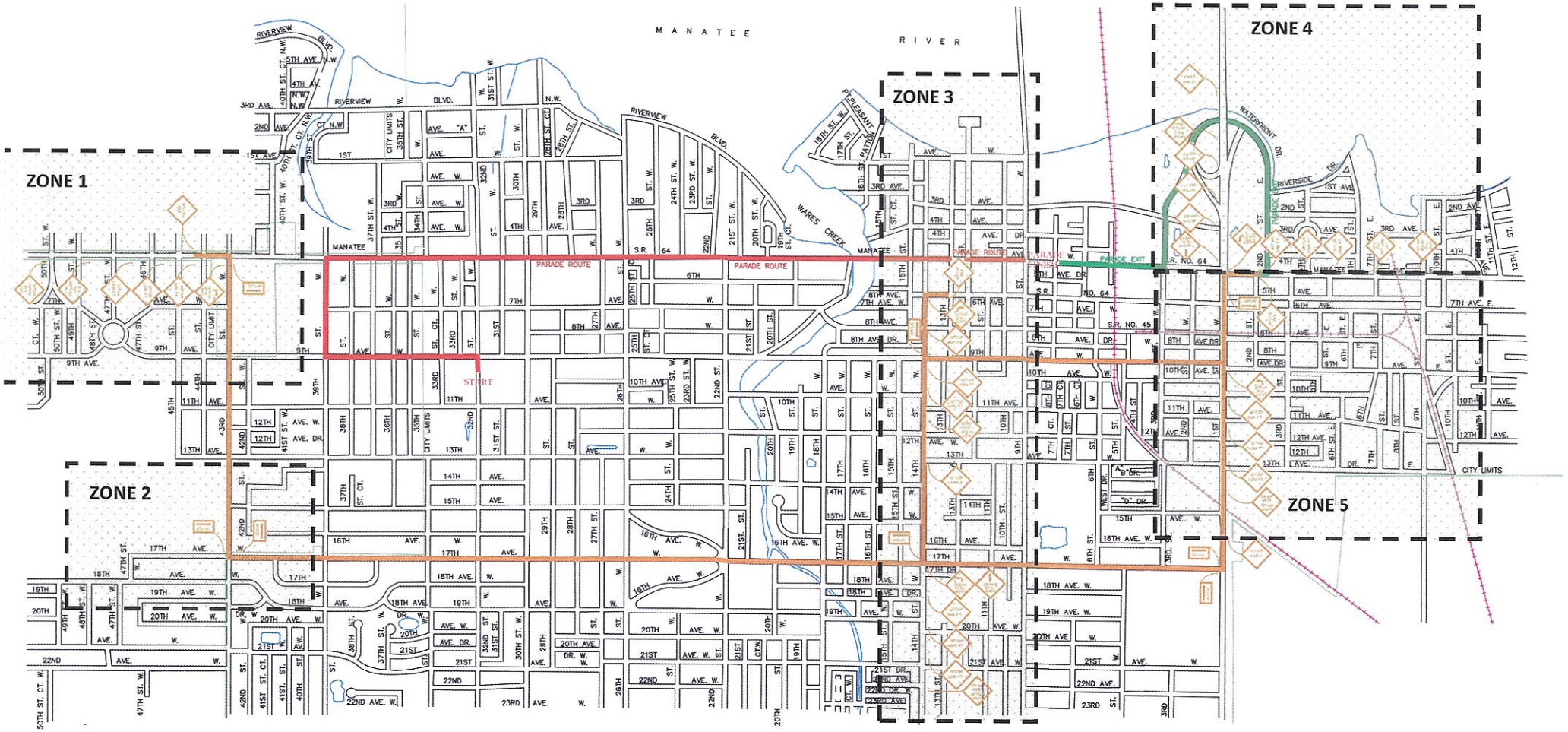
CITY OF BRADENTON

HERITAGE PARADE DETOUR MAP

BRADENTON, FLORIDA

ENGINEERING DEPARTMENT

APRIL, 2008



MAP

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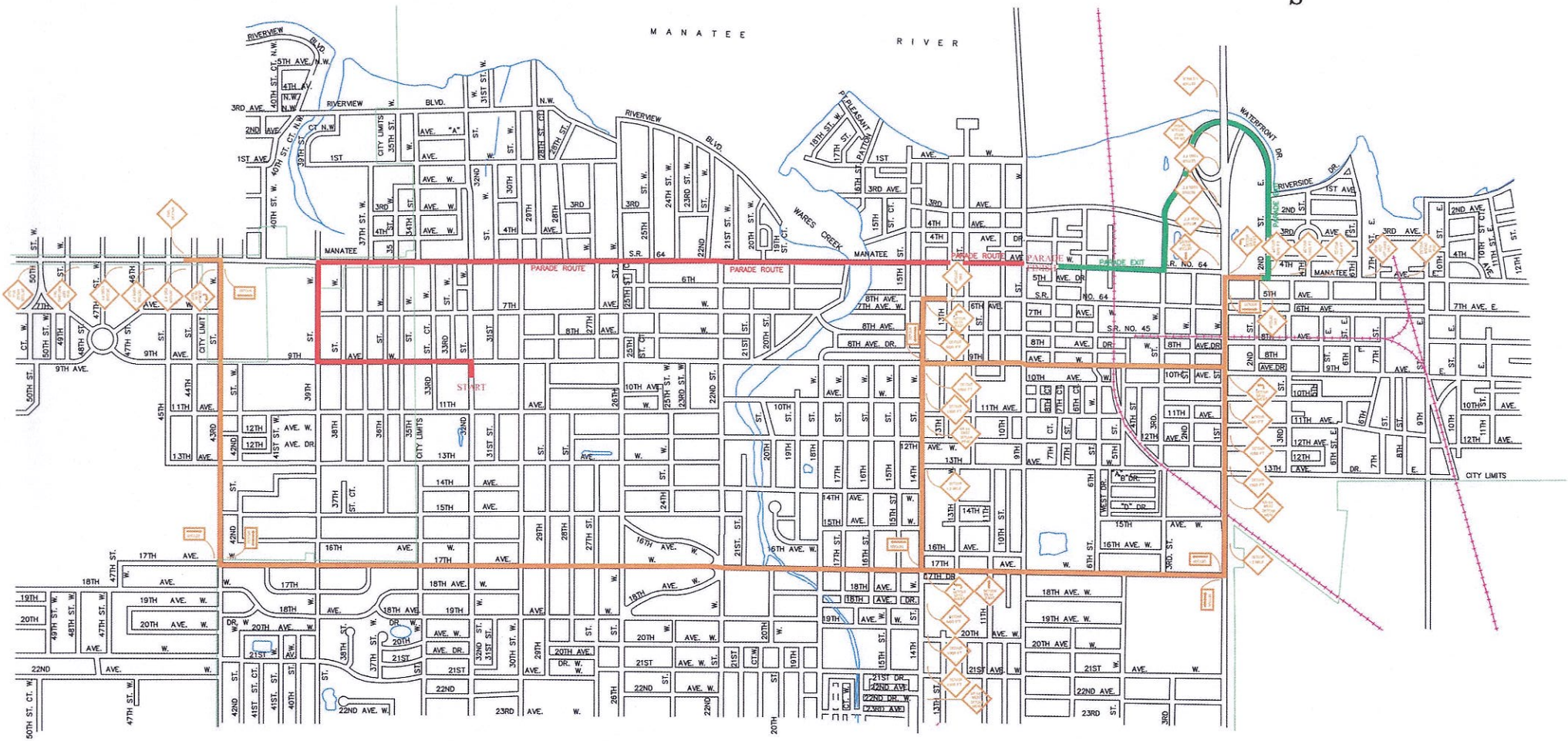
CITY OF BRADENTON

HERITAGE PARADE DETOUR MAP

BRADENTON, FLORIDA

ENGINEERING DEPARTMENT

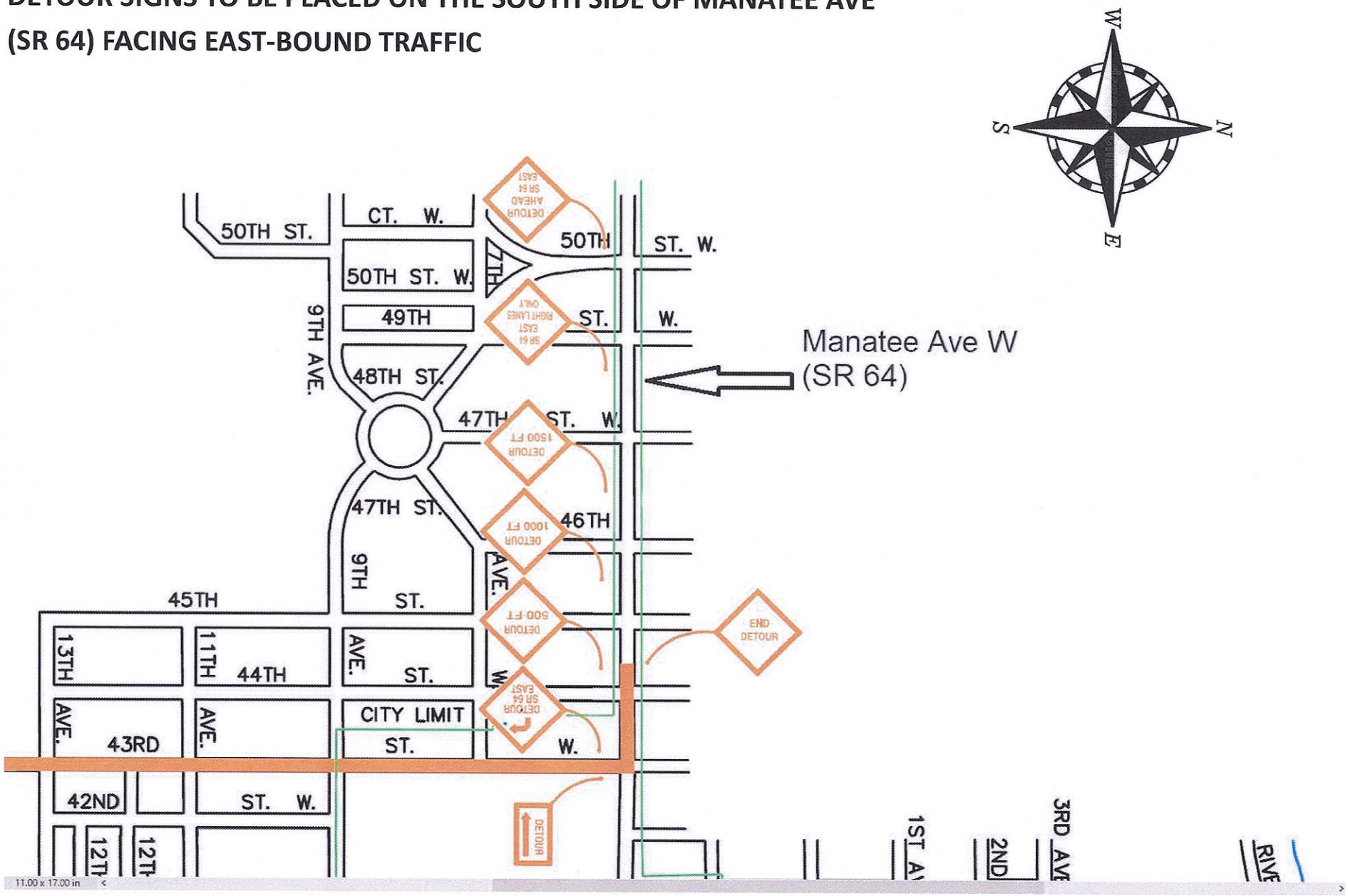
APRIL, 2008



ZONE 1

(PRINT THIS MAP IN IN COLOR)

DETOUR SIGNS TO BE PLACED ON THE SOUTH SIDE OF MANATEE AVE (SR 64) FACING EAST-BOUND TRAFFIC



ZONE 2

(PRINT THIS MAP IN IN COLOR)

DETOUR SIGN #1 TO BE PLACED ON THE NORTHWEST CORNER OF 17TH AVE AND 43RD STREET WITH ARROW POINTING EAST

DETOUR SIGN #2 TO BE PLACED ON THE NORTHEAST CORNER OF 17TH AVE AND 43RD STREET WITH ARROW POINTING NORTH



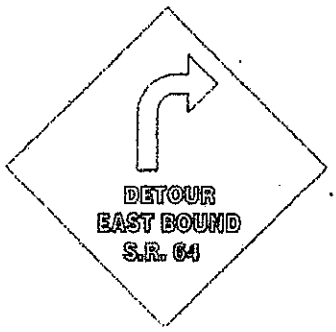
ZONES 1 and 2 LEGEND

Manatee Avenue West (S.R. 64) West of 43rd Street - Eastbound

1. "Detour Ahead – 1 Mile" sign placed facing eastbound traffic on S.R. 64 approaching the 43rd Street intersection (Detour route).
2. "Detour ½ Mile Ahead" sign placed facing eastbound traffic on S.R. 64 as they approach the 43rd Street intersection
3. "Detour 1500 Feet Ahead" sign placed facing eastbound traffic on S.R. 64 as they approached the 43rd Street intersection.
4. "Detour 1000 Feet Ahead" sign placed facing eastbound traffic on S.R. 64 as they approached the 43rd Street intersection.
5. "Street Closed Ahead" sign placed facing eastbound traffic on S.R. 64 as they approach the 43rd Street West.
6. "Detour 500 Feet Ahead" sign placed facing eastbound traffic on S.R. 64 as they approach the 43rd Street West.
7. "Detour Ahead" sign placed facing eastbound traffic on S.R. 64 as they approach the 43rd Street West.
8. "Detour Eastbound S.R. 64 Traffic A" sign placed at (just west of the 43rd Street intersection to guide traffic south onto 43rd Street West beginning the detour.

Note: Traffic will be guided south on 43rd Street to 17th Avenue West where as additional signs will turn them east on 17th Avenue (or they may continue south to Cortez Road West.

Type III barricades used at 43rd Street West intersections to divert traffic flow.



A

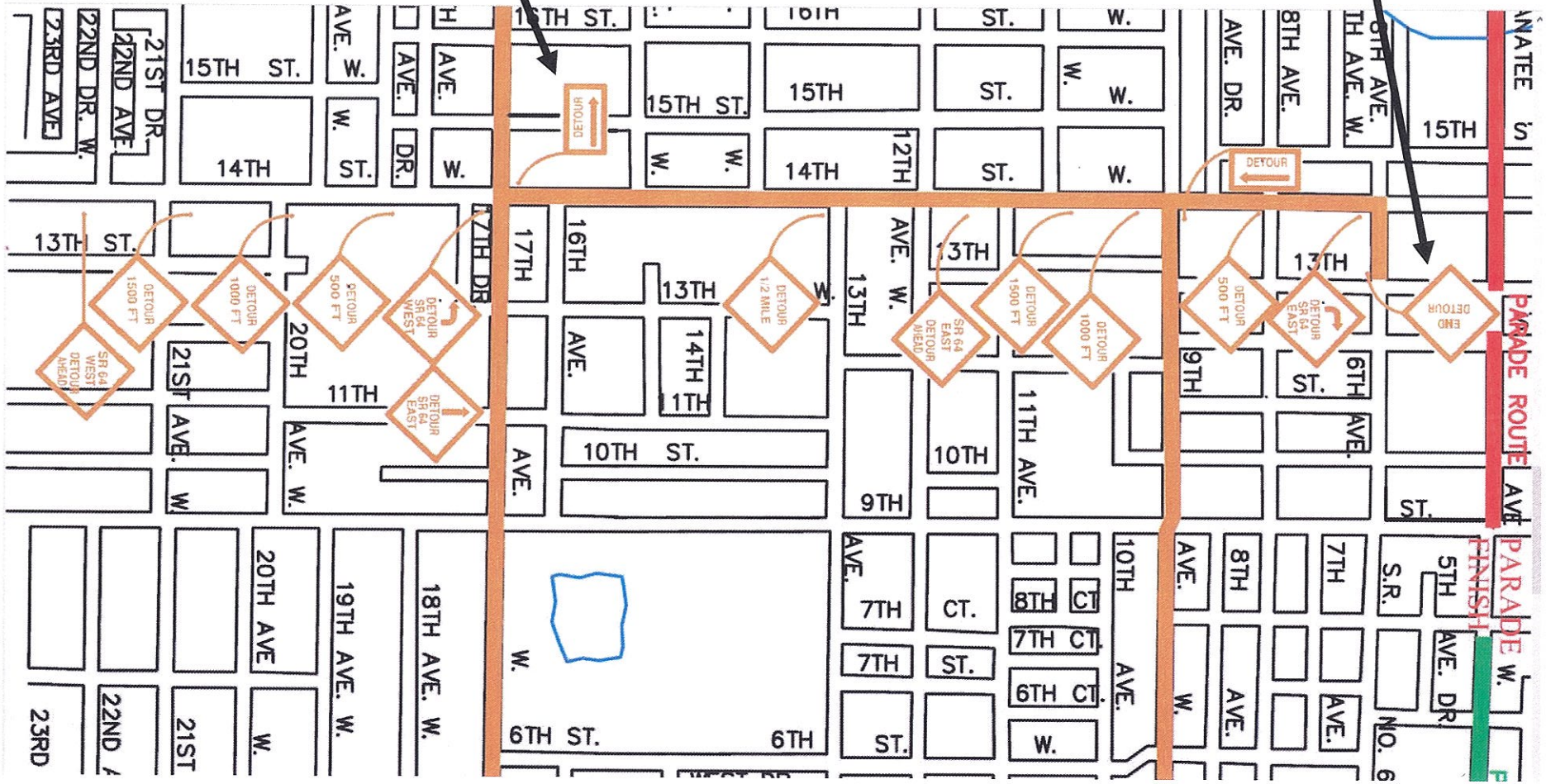
ZONE 3

(PRINT THIS MAP IN IN COLOR)

DETOUR SIGNS #TO BE PLACED ON THE NORTH-BOUND SIDE OF 14TH STREET WEST.

<u>EXCEPTION:</u> PLACE THIS SIGN ON SOUTH-BOUND SIDE OF 14TH STREET WITH ARROW POINTING WEST

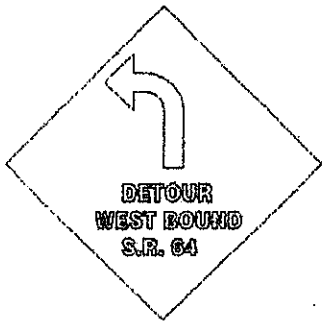
<u>EXCEPTION:</u> PLACE THIS SIGN AT CORNER OF 13TH STREET WEST AND 6TH AVENUE W



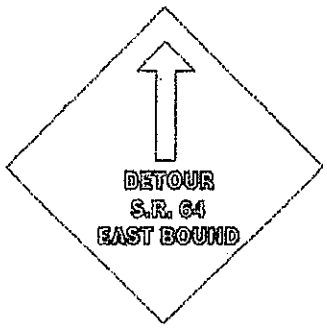
ZONE 3 LEGEND

Northbound S.R. 45 (14st Street West) approaching 17th Avenue West:

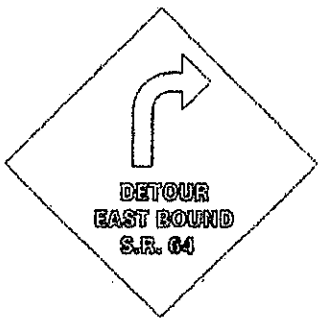
1. "Detour ½ Mile" sign placed one half mile south of the 17th Avenue intersection with S.R. 45 (14th Street).
2. "Detour 1500 feet ahead" sign placed 1500 feet south of the 17th Avenue intersection with S.R. 45 (14th Street).
3. "Detour 1000 feet ahead" sign placed 1000 feet south of the 17th Avenue intersection with S.R. 45 (14th Street).
4. "Detour 500 feet ahead" sign placed 500 feet south of the 17th Avenue intersection with S.R. 45 (14th Street).
5. "Street closed ahead" sign placed prior to 17thAvenue West intersection.
6. "Detour Ahead" sign placed prior to 17th Avenue intersection.
7. "Detour A S.R. 64 West" sign (arrow showing left turn onto 17th Avenue West) to route Northbound traffic from S.R. 45 (14th Street West) onto westbound 17th Avenue detour [place sign along 14th Street just south of 17th Avenue intersection facing northbound traffic].
8. "Detour Eastbound S.R. 64 B " sign with arrow facing north indicating traffic for eastbound S.R. 64 to continue in a northbound direction.
9. "Detour Eastbound S.R. 64 C " sign with arrow pointing to an immediate right turn onto Eastbound S.R. 64 [sign placed on south side of 6th Avenue West facing 14th Street Traffic]
10. North side of 6th Avenue West should have type III barricades and indicator sign "Detour __ Road Closed to thru Traffic" [sign facing northbound traffic with arrow pointing right]



A



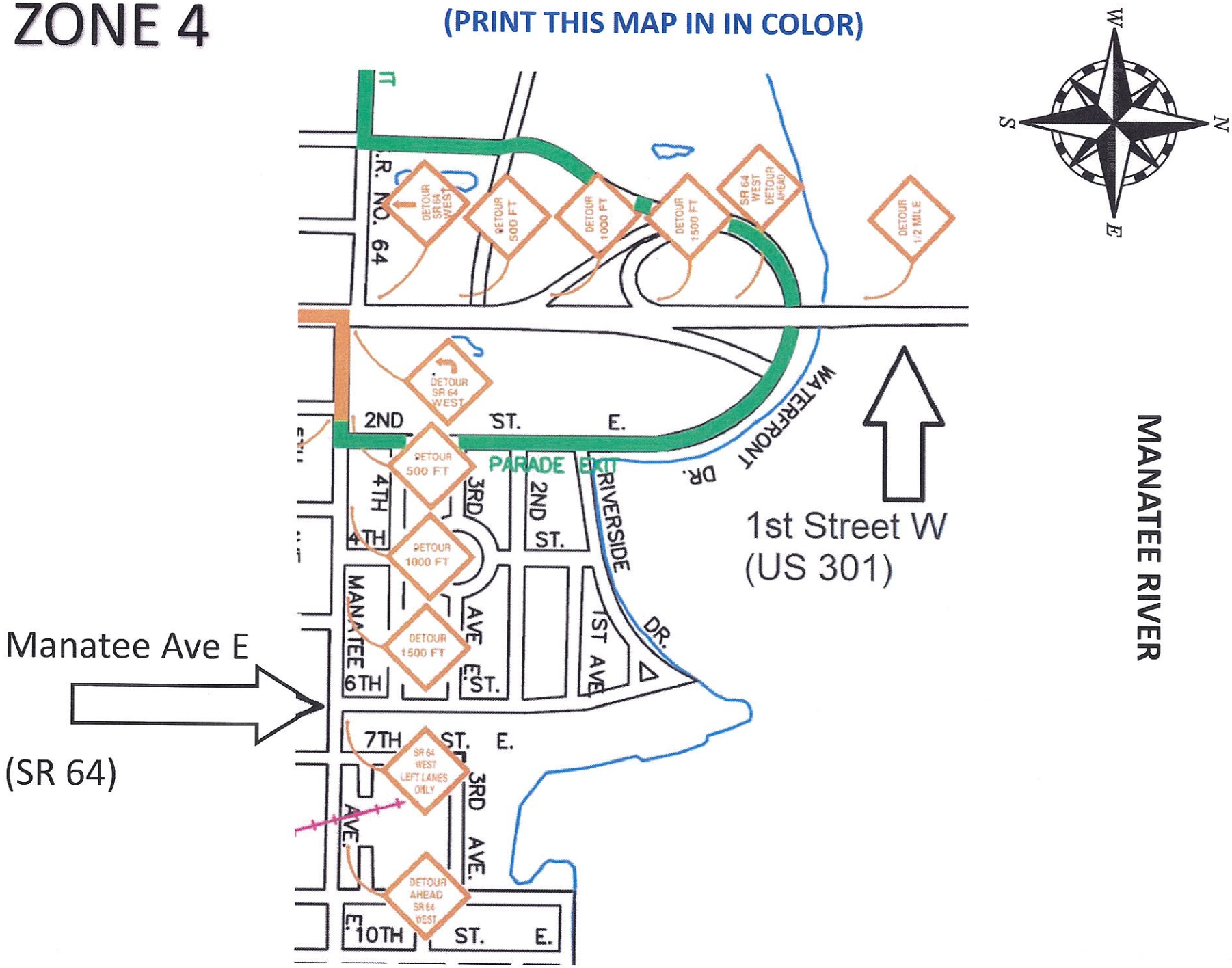
B



C

ZONE 4

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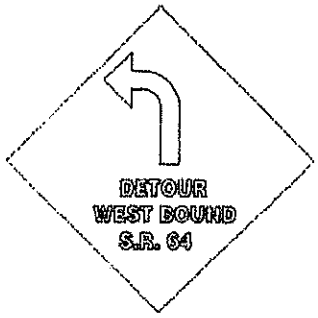


ZONE 4 LEGEND

S.R. 64 (Westbound on Manatee Avenue East approaching S.R. 55 which is 1st Street / US 41 / US 301)

**this is a two laned one way street requiring signs to be on both side of the roadway leading up to 1st Street where it broadens to 2 southbound turn lanes, 2 Westbound thru lanes, and 1 northbound turn lane.

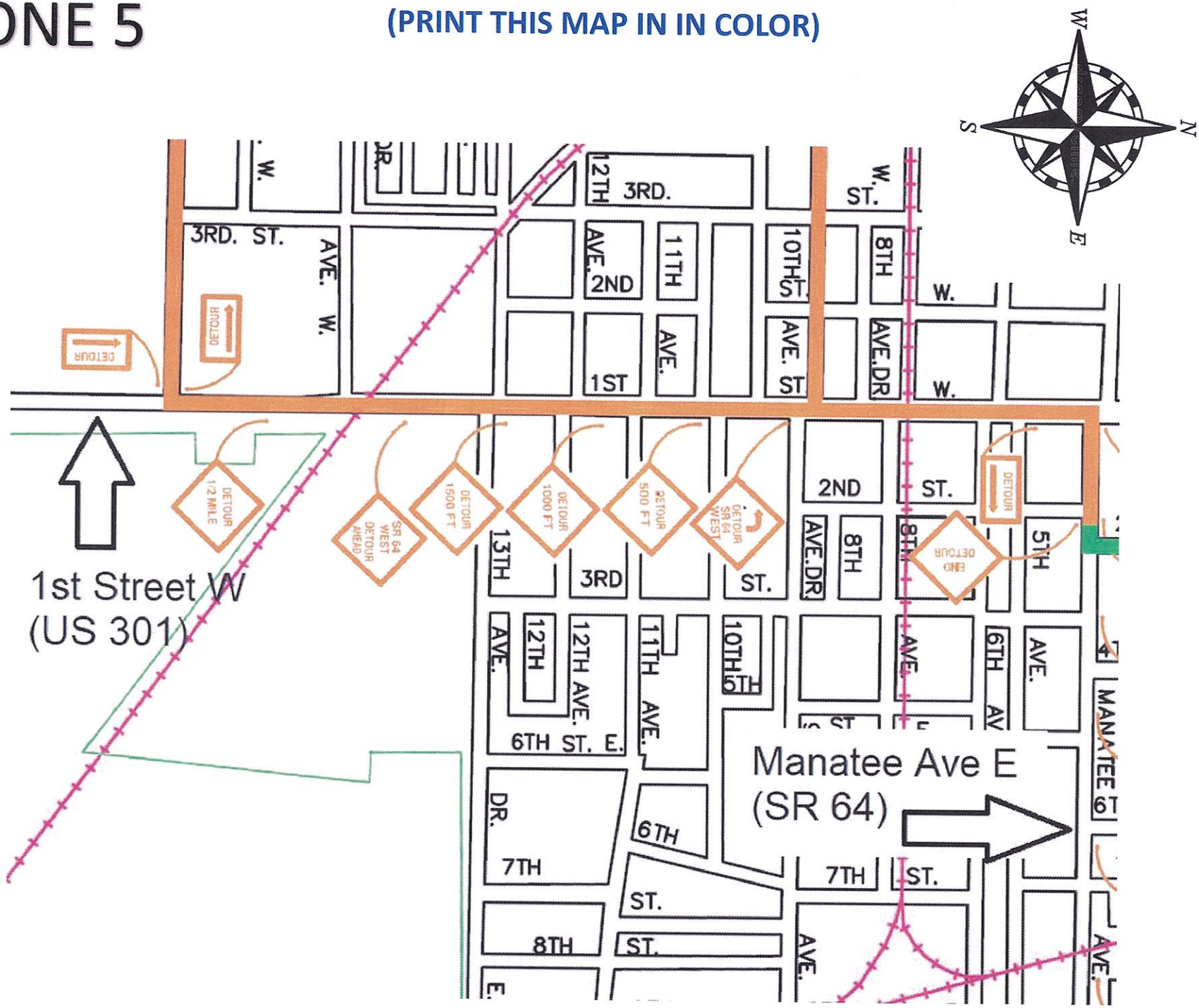
1. "Detour 1500 feet" sign placed facing westbound traffic lanes (visible to traffic headed westbound on Manatee Avenue East).
2. "Detour 1000 feet" sign placed facing westbound traffic lanes (visible to traffic headed westbound on Manatee Avenue East).
3. "Detour S.R. 64 Westbound 500 feet" sign placed facing westbound traffic on Manatee Avenue East.
4. "Street Closed Ahead" sign placed facing westbound traffic on Manatee Avenue East.
5. "S.R. Westbound Traffic – Left Lanes Only" sign placed facing westbound traffic on Manatee Avenue East.
6. "Detour Ahead – S.R. 64 Westbound" sign placed facing westbound traffic on Manatee Avenue East.
7. "Detour Westbound S.R. 64 A " sign at (just east of the 1st street (S.R. 55) intersection to direct Westbound S.R. 64 traffic to turn south towards the 17th Avenue detour [additional barricades and traffic cones will be placed to properly direct traffic into available detour lanes to go north or detour south].
8. Thru lanes on S.R. 64 Westbound will be coned and barricaded off in "V" to divert traffic. Northbound S.R. 55 turn lanes to go west on S.R. 64 will be coned off as well.



A

ZONE 5

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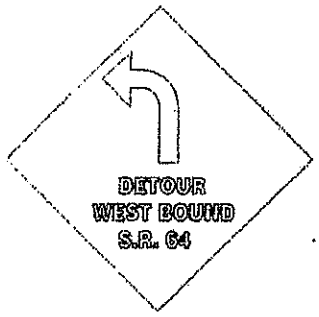
ZONE 5 LEGEND

Northbound S.R. 55 (1st Street / US 41, merging US 301)

Detour for Westbound S.R. 64 will be at 9th Avenue West over to 14th Street West (which is S.R. 45), south to 17th Avenue where they will turn West and follow the remainder of the Detour to 43rd Street West and north back to S.R. 64 (Manatee Avenue West).

1. "Detour ½ Mile" sign placed facing northbound traffic.
2. "Detour S.R. 64 West Traffic 1500 feet" sign placed facing northbound traffic advising them of detour ahead.
3. "Detour S.R. 64 West Traffic 1000 feet" sign placed facing northbound traffic.
4. "Detour S.R. 64 West Traffic 500 feet" sign placed facing northbound traffic.
5. "Detour S.R. 64 West left lane" sign placed north of 13th Avenue intersection facing northbound traffic on S.R. 55.
6. "To Beaches – Detour S.R. 64 West A " sign at (just south of) the 9th Avenue West intersection with S.R. 55 (1st street).

**** Signs would be required on right side of street and in the median areas for full traffic visibility.



A

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Contract

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Purchase and Sale Agreement for 1310 4th Avenue West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City has identified the need to purchase the property located at 1310 4th Avenue West for the relocation of Lift Station #8. Lift Station #8 is currently in design and slated for construction start next calendar year and is majority funded through external grants, appropriations, and awards. The property was appraised at $500,000.00. The City and Seller negotiated for a proposed purchase and sale price of $525,000.00, which includes a 5% premium over the appraised value based on the City's need for the parcel for a future public purpose.

FINANCIAL IMPACT:
$525,000.00 purchase price, plus related transactional costs from the Water/Sewer Fund.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters.

SUGGESTED MOTION:
Motion to approve the Agreement for Purchase and Sale for 1310 4th Avenue West and authorize the Mayor to execute the same, and further authorize the

Mayor to execute the closing documents necessary to effectuate the purchase upon the satisfactory completion of due diligence.

ATTACHMENTS:
Purchase and Sale Agreement

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the **"Agreement"**) is by and between **CKJR PROPERTIES 18, LLC, a Florida limited liability company** (hereinafter called the **"Seller"**) and **CITY OF BRADENTON, a Florida municipal corporation** (hereinafter called the **"Purchaser"**).

ARTICLE 1
Definitions

Section 1.1 As used in this Agreement, unless the context otherwise requires or it is otherwise herein expressly provided, the following terms, when used with initial capital letters, shall have the following meanings:

CLOSING: The consummation of the transaction contemplated by this Agreement.

CLOSING DATE: January 4, 2027, or before based upon agreement by both parties.

ESCROW AGENT: Blalock Walters, PA, 802 11th Street West, Bradenton, FL 34205.

PROPERTY: The real property located at 1310 4th Avenue West, Bradenton, Florida, as described on **Exhibit "A"** attached hereto, including all improvements owned by Seller and located thereon, and Seller's interest, if any, in and to (a), lands underlying any adjacent streets or roads, easements, privileges, rights-of-way, riparian and other water rights, impact fee credits, and other appurtenances pertaining to or accruing to the benefit of the Property and (b) all licenses, permits, authorizations, and approvals pertaining to the ownership and/or operation of the Property, if any.

TITLE COMPANY: Blalock Walters, PA, as agent for Attorney's Title Insurance Fund, Inc. or Chicago Title Insurance Fund, Inc.

Section 1.2 For purposes of determining the time for performance of various obligations under this Agreement, the effective date of this Agreement (the **"Effective Date"**) shall be the date when the last one of Seller and Purchaser has executed this Agreement.

ARTICLE 2
Sale and Purchase

Section 2.1 Subject to the terms and provisions hereof, the Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller the Property.

ARTICLE 3
Purchase Price

Section 3.1. The purchase price shall be FIVE HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($525,000.00) (the "Purchase Price"), payable in the following manner:

A. Earnest Money Deposit. Within three (3) business days following the Effective Date of this Agreement, Purchaser shall deliver to Escrow Agent to be held in a non-interest bearing escrow account the sum of TEN THOUSAND AND 00/00 DOLLARS ($10,000.00) (the "Deposit"). The Deposit shall be refundable during the Inspection Period in the event the Property is not suitable to Purchaser in its sole and absolute discretion. Purchaser shall receive a credit on the total amount of the Deposit toward the Purchase Price on the Closing Date (as hereinafter defined).

B. Balance of Purchase Price. On the Closing Date (as hereinafter defined) Purchaser shall pay the balance of the Purchase Price, plus the deposit, in accordance with this Agreement, to Seller in

bank wire, or other collected funds, plus or minus prorations.

ARTICLE 4

Title and Survey Matters

Section 4.1 Title

A. Condition of Title. At Closing, Seller shall convey the Property by good and marketable title to Purchaser by means of a Special Warranty Deed in recordable form conveying to Purchaser good and marketable title in fee simple to the Property, free and clear of all claims, liabilities, obligations, security interest, liens, judgments and encumbrances, except those Permitted Exceptions set forth in Paragraph 4.1(B).

B. Evidence of Title. Within the Inspection Period, Purchaser shall obtain an owner's title insurance commitment (the **"Commitment"**) from Attorney's Title Insurance Fund, Inc. or Chicago Title Insurance Fund, Inc. (the "Title Insurer") agreeing to issue ALTA Marketability Policy (the "Policy") insuring Purchaser's title to the Property effective as of the Closing.

The evidence of title shall show Seller to be vested with good and marketable title to the Property, subject only to the following (the **"Permitted Exceptions"**): (i) ad valorem real estate taxes for the current year and subsequent years; (ii) applicable zoning ordinances and regulations; (iii) encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises, unless a current survey as described in 4.2 is provided to the Title Company, and (v) those matters described on **Exhibit "B** attached hereto.

Purchaser shall have fifteen (15) days from receipt of the Commitment to examine same (the **"Title Examination Period"**). If Purchaser finds title to be unmarketable, Purchaser shall, within the Title Examination Period, notify Seller in writing, specifying the defect(s) **("Purchaser's Objection Notice"**). Any exceptions to title not objected to by Purchaser in Purchaser's Objection Notice shall become Permitted Exceptions. Seller shall, within ten (10) days of its receipt of Purchaser's Objection Notice, advise Purchaser in writing (**"Seller's Response"**) which objections, if any, it shall cure or cause to be cured prior to the Closing. Seller has no obligation to cure any title objections, except that Seller shall in all events be obligated to cause to be released on or before Closing (i) all liens filed against the Property, (ii) all items Seller agrees to cure in the Seller's Response, and (iii) any exceptions to title created by Seller and not reflected on the Commitment. If, in Seller's Response, Seller declines to cure all items to which Purchaser objected in Purchaser's Objection Notice, Purchaser shall be entitled to: (i) terminate this Agreement; provided, however, Purchaser must exercise such right no later than ten (10) days after Purchaser's receipt of "Seller's Response," whereupon the Deposit, shall be paid by the Escrow Agent to Purchaser or (ii) Purchaser may proceed with the transaction as provided herein without reduction of the Purchase Price and such title matters shall be deemed Permitted Exceptions.

Section 4.2 Survey. Within the Inspection Period, Purchaser, at Purchaser's expense, may obtain a current and accurate survey (the "Survey") of the Property, certified to the Title Company and in a form acceptable to the Title Company as a basis for deleting the standard title insurance exceptions for survey matters. If the Survey shows any encroachments on setback lines or easements or that the Property violates any restrictions or covenants or any matter (other than a Permitted Exception) that would appear as a specific title insurance exception, Purchaser shall, within the Inspection Period, give written notice of such defect to Seller, in which event, such defect shall be governed in the same manner and time as objections to title are dealt with in Paragraph 4.1(B), and the parties shall have the same rights, privileges and obligations as if the defect was an objection to title as specified in Paragraph 4.1(B) of this Agreement.

ARTICLE 5

Seller Deliveries and Representations

Section 5.1 Within five (5) business days after the Effective Date hereof, Seller shall furnish to Purchaser the following items in Seller's reasonable possession and control:

A. Copies of any environmental reports, surveys, title work, land use approvals or permits, appraisals and studies.

B. Copies of all applicable permits and licenses.

C. Copies of all service contracts ("Service Agreements"), if any. Purchaser shall notify Seller thirty (30) days prior to the Closing Date as to whether it wants Seller to terminate any of the Service Agreements.

D. Any other documentation reasonably requested by Purchaser, Title Company or Purchaser's lender to evaluate the Property, to the extent in Seller's possession.

Section 5.2 Seller represents to Purchaser, to the best of Seller's knowledge, as of the date hereof, and as of the Closing Date, that:

A. The individual executing this Agreement on behalf of Seller has the right, power and authority to execute this Agreement on behalf of Seller, and Seller has the right, power and authority to convey the Property in accordance with the terms of this Agreement.

B. Seller has received no notice of any special assessments against the Property, except as reflected on the tax bill.

C. There is no litigation pending, or to Seller's knowledge threatened, with respect to the Property.

D. Seller has received no notice of any condemnation action against the Property.

E. No permit, approval, authorization of, or designation, declaration or filing with, any governmental authority or any other person or entity on the part of Seller is required in connection with the execution or delivery by Seller of this Agreement.

F. Purchaser acknowledges an existing Lease of the Property with Seller, as Landlord, and MANASOTA COMMERCIAL CONSTRUCTION CO., as "Tenant." There are no other unrecorded leases or contracts not disclosed to Purchaser, or any other agreements which will affect the Property and/or Purchaser from and after the Closing, including, but not limited to any maintenance, repair, service, pest control or supply, management, employment, equipment, equipment rental agreements, or any other agreements used in connection with the Property.

G. At the time of execution of this Agreement no one has an option to purchase the Property or a right of first refusal or first offer with respect to a sale of the Property.

H. Seller may not enter into amend or modify any contract or lease with respect to the Property but may terminate any lease.

I. There are no unpaid, but presently payable taxes or any assessments affecting the Property imposed by any governmental authority and Seller has remitted to the State of Florida or any other governmental authorities the amount of any taxes dues in connection with the Property.

J. There is no suit, action or litigation, administrative hearing, arbitration, labor controversy or negotiation, or other proceeding or governmental inquiry or investigation known to Seller, affecting Seller or Seller's properties (including, but not limited to, environmental or land use

proceedings), pending, or to the best of Seller's knowledge, threatened against Seller which, if resolved adversely, would have an adverse effect on the Property or on the ability of Seller to consummate the transactions contemplated hereby. There are no known judgments, consent decrees or injunctions against, affecting or binding upon Seller. Seller has received no notice of any violations of any governmental law, ordinance, requirement, order or regulation the violation of which would have a material adverse effect on the Property or on the ability of Seller to consummate the transactions contemplated hereby, and to best of Seller's knowledge after due inquiry Seller has received no notice of any claimed default with respect to any of the foregoing.

K. Seller is not a foreign person within the meaning of Section 1445(a) of the Internal Revenue Code of 1986, as amended (the **"Code"**).

L. To the best of Seller's knowledge, but without investigation, no hazardous or regulated substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC 9601(14), pollutants or contaminants as defined by CERCLA, 42 USC 96D4(A) (2), or hazardous wastes as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 USC 6903 (5), or other hazardous or toxic substances or wastes described in any other applicable federal or state laws and regulations including, but not limited to, asbestos, PCBs, and urea formaldehyde (all of the foregoing being collectively referred to as "Hazardous Materials"), have been generated, released, stored, or deposited over, beneath, or on the Property or on or in any structures on the Property.

The provisions of this paragraph and any other representation, warranty, or covenant set forth in this Agreement shall survive the Closing for one year after the Closing Date. Said representations, warranties and covenants shall be deemed to be restated and affirmed by Seller as of the Closing Date without the necessity of Seller's execution of any documents with regard thereto. Purchaser shall have no duty to investigate or inquire regarding the accuracy or veracity of any representation, warranty, or covenant of Seller and it shall be deemed reasonable for Purchaser to fully rely upon same.

Section 5.3 From the Effective Date until the Closing Date or earlier termination of this Agreement, Seller shall:

A. Operate and maintain the Property diligently and in the ordinary course of its business, ordinary wear and tear excepted.

B. Shall not enter into any new leases or agreements but may terminate such.

C. Not sell, assign, or convey any right, title, or interest whatsoever in or to the Property or create or permit to exist any lien, encumbrance, or charge thereon without promptly discharging the same.

ARTICLE 6
Inspection Period

Section 6.1 The Seller agrees that from the Effective Date hereof until Closing, the Purchaser, personally or through its authorized agents or representatives, shall be entitled, after scheduling such inspections with reasonable notice to Seller, to enter upon the Property to conduct such reasonable physical, economic and environmental inspections, independent appraisals, and other tests, examinations and studies of the Property as Purchaser desires, including, but not limited to, inspections of the Property at reasonable times so long as such activities do not damage the Property. Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, injuries, damages, costs, expenses, liens (including reasonable attorney's fees, including but not limited to, attorney's fees incurred in enforcement in this indemnity) or liability incurred by or asserted against Seller as a result of, or in any way arising out of, any of those visits or inspections unless caused by the willful misconduct of Seller. This indemnity shall survive

any termination of this Agreement or Closing. Additionally, prior to such entry upon the Property, Purchaser shall require all its third party agents and inspection to provide evidence to Seller of comprehensive general liability insurance, with limits of at least One Million and NO/100 Dollars ($1,000,000.00) per occurrence, covering their activities on the Property. **ACCEPTANCE OF THE INSPECTION IS SUBJECT TO AUTHORIZATION AND APPROVAL BY BRADENTON CITY COUNCIL AND/OR BY AND THROUGH THE RECOMMENDATION OF THEIR DESIGNEE, THE CITY ADMINISTRATOR.** The Purchaser shall have until NINETY (90) days after the Effective Date (the "**Inspection Period**"), within which to make all inspections or investigations of the Property desired by the Purchaser. If, at any time prior to the expiration of the Inspection Period, the Purchaser is not satisfied with the result of the inspections, in its sole discretion, the Purchaser shall have the right to terminate this Agreement by written notice to the Seller by 5:00 PM EST on the last day of the Inspection Period, whereupon the Deposit together with all interest accrued thereon shall be paid by the Escrow Agent to Purchaser, and Seller and Purchaser shall have no further rights or duties to each other under this Agreement, except as otherwise provided in the Agreement. A failure by Purchaser to timely terminate this Agreement within the Inspection Period shall constitute Purchaser's acceptance of the physical condition of the Property in all respects. In connection therewith, Purchaser or its agents shall have the right to do all environmental, surveying, engineering, soil borings and other tests with respect to the Property, and to meet with and make applications for approvals to any governmental or quasi-governmental officials or agents for the potential development of the Property (including, but not limited to, the County or Municipality in which the Property is located, Army Corps of Engineers, or the Water Management District). Seller shall, upon Purchaser's request, execute any additional agent authorization documentation specifically required by any such governmental or quasi-governmental agencies in order to effectuate the foregoing provision, provided that Seller shall not be required to incur any cost or expense in such application or approval process. Property is being sold "as is" with no warranty or representations and Buyer is relying on its own investigations.

Section 6.2 Seller and Purchaser acknowledge and agree that this Agreement shall be subject to final approval by the Bradenton City Council prior to the expiration of the Inspection Period as set forth herein. Otherwise, it shall be terminated with no further force and effect and the Deposit shall be returned to the Purchaser, provided that Purchaser timely provides Seller with written notice of termination on or before the expiration of the Inspection Period provided for in paragraph 6.1 above.

ARTICLE 7
Damage or Destruction Prior to Closing; Condemnation

Section 7.1 In the event the improvements on the Property should be damaged by any casualty after the Effective Date prior to Closing, and if the cost of repairing such damage, as estimated by MANASOTA COMMERCIAL CONSTRUCTION CO., at Purchaser's expense, is:

A. less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00),

then the Purchaser shall either elect to have (1) Seller repair the damage, or (2) Seller assign to the Purchaser the insurance proceeds plus an amount equal to the deductibles and the sale shall be closed provided however; in the event Purchaser elects to have Seller repair the damage and Seller is unable to complete the repairs by closing Purchaser may delay the closing until the repairs are completed by Seller or Seller may assign the insurance proceeds to Purchaser and Purchaser shall complete the repairs; or if said cost is

B. more than ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00),

then the Purchaser may elect to terminate this Agreement; and if the Purchaser does not elect to terminate this Agreement, the Seller shall assign to Purchaser, at Closing, all insurance proceeds payable for such damage, and Purchaser shall receive a credit against the Purchase Price in the amount of any deductible required by Seller's insurance policies, and the sale shall be closed without the Seller's repairing such damage; provided however, Seller shall be obligated to make such emergency repairs as are necessary to prevent further damage to the Property or injury to any person thereon, and Seller may use insurance proceeds for this limited purpose.

Notwithstanding the foregoing, Seller shall be entitled to retain all insurance proceeds for business interruption due to Seller on or before the Closing Date.

Section 7.2 In the event of a taking by condemnation or similar proceedings or actions of all of the Property, or any portion of the Property without which portion the use and value of the remaining portion of the Property will be materially and adversely affected, Purchaser shall have the option to terminate this Agreement upon written notice to Seller within ten (10) business days after notice thereof. If Purchaser does not exercise its option under the immediately preceding sentence of this Section to terminate this Agreement, then the Agreement shall remain in full force and effect and Seller shall assign or pay to Purchaser at Closing, Seller's entire interest in and to any and all condemnation awards or proceeds from any such proceedings or actions in lieu thereof.

ARTICLE 8
Closing

Section 8.1 The Closing hereunder shall take place at the offices of the Title Company, on the Closing Date.

Section 8.2 At the Closing, Seller shall deliver or cause to be delivered to Purchaser each of the following items:

A. A Special Warranty Deed.

B. Such evidence or documents as may be reasonably required by the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of the Seller in connection with the sale of the Property.

C. Non-Foreign Affidavit. An affidavit required by Section 1445 of the Internal Revenue Code of 1986, as amended (the **"Code"**), and the Regulations pursuant thereto, and acceptable to Purchaser.

D. No Lien Affidavit An appropriate and duly executed Seller's affidavit or other acceptable evidence attesting to the absence of liens, lien rights (except any liens or lien rights resulting from Purchaser's inspection of the Property), rights of parties in possession (other than the tenant disclosed in section 5.2, paragraph F, above) and other encumbrances arising under Seller (other than the permitted exceptions acceptable to Purchaser) naming both Purchaser and the title insurance company as benefited parties, so as to enable the title insurance company insuring Purchaser to delete the standard exceptions related to liens, parties in possession, and otherwise insure any "gap" period occurring between the Closing Date and the recordation of the closing documents.

E. Assignment. A duly executed Assignment assigning to Purchaser (i) any and all governmental approvals, permits and development rights; and (ii) any and all other right title and interest of Seller in any and all tangible and intangible rights with respect to the operation and use of the Property.

F. Closing Statement. A duly executed Closing Statement that complies with the provisions of this Agreement.

G. Certifications. Such certifications, affidavits, and materials as shall be required in connection with the issuance to Purchaser of the Policy.

H. Miscellaneous. Any other documents, instruments or agreements called for hereunder which have not previously been delivered or which are reasonably necessary to close the transaction as

contemplated by this Agreement and any documents required by the title insurance company insuring the Policy in favor of Purchaser.

I. No Parties in Possession Affidavit. Except for the existing tenant in possession as described in Section 5.2, paragraph F., above the Property shall be vacant from all tenants or parties in possession, except for Seller.

Section 8.3 At the Closing, Purchaser shall deliver to Seller the following:

A. The Purchase Price.

B. Such evidence or documents as may reasonably be required by the Seller or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of the Purchaser in connection with the purchase of the Property.

C. Closing Statement. A duly executed Closing Statement that complies with the provisions of this Agreement.

Section 8.4 Closing Costs

A. Seller shall pay the following Closing Costs:

1. Seller's attorneys' fees;

2. The documentary stamp tax on the deed; and

3. Any and all real estate commissions due from the Seller's real estate agent or broker (see Article 9)

B. Purchaser shall pay the following Closing Costs:

1. Purchaser's attorneys' fees;

2. All costs of Purchaser's inspections;

3. Cost of recording of the deed and;

4. The cost of obtaining and issuing the Commitment and Policy.

Section 8.5 This Agreement, and the rights, and obligations hereunder, may be freely assigned by Purchaser upon written notice to Seller, provided, however, no assignment shall relieve Purchaser of its obligations and liabilities hereunder.

Section 8.6 Leaseback. At Closing, the existing lease between Seller and Tenant shall be terminated. Purchaser and Tenant may execute a new lease at Closing providing for a term of up to 6 months after the Closing Date [Tenant may terminate with 30 days' notice], rent 3,250.00 per month, with Tenant maintaining reasonable amounts of liability insurance; maintaining the building and premises and paying all utilities and upon end of tenancy ("Lease"). Tenant and Purchaser shall reasonably agree on the Lease form during the Inspection Period or the tenancy shall end at Closing with the termination of the existing lease. The Lease term may be extended for an additional 3 months by written agreement from both Tenant and Purchaser. All personal property shall be removed by Tenant at the end of the term. Tenant shall be responsible for all personal property taxes due on the lease and shall be responsible for any real estate taxes due on the Property during the lease term. This Agreement however is not conditioned or contingent upon Purchaser leasing to said Tenant.

Section 8.7 Public Disclosure Affidavit. Pursuant to the provisions of Section 286.23, Florida Statutes, and not less than 10 days prior to the Closing Date, Seller shall disclose in writing to Purchaser, under oath and subject to the penalties of perjury, the name and address of every person having a beneficial interest in the Property.

Section 8.8 Prorations. The following shall be apportioned between Seller and Purchaser as of 11:59 p.m. on the day immediately preceding the Closing Date (the "**Apportionment Date**"), such that Purchaser shall be treated as the owner of the Property for purposes of prorations of income and expenses, on and after the Closing Date:

A. Utilities. Charges for utilities serving the Property shall be determined as of the day preceding the Closing Date, and Seller shall pay the amount of the utility charges to such date to the utility companies involved or to Purchaser in the event Purchaser is responsible for the payment of such utility charges. All utility deposits of Seller shall belong to Seller. If the charges for utilities cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far, and shall be re-adjusted when and if final bills are issued.

B. Miscellaneous. All other operating expenses with respect to the Property to the extent such matters are customarily apportioned in connection with real estate closings of commercial properties located in Manatee County, Florida.

C. Reproration. To the extent that any adjustment set forth herein is based upon estimated bills, is not otherwise capable of being definitively determined (based on lack of relevant information or otherwise) and/or was subject to error, the amount of such adjustment will be readjusted by the parties upon final determination of such amount, but in all events by that date which is one (1) year after the Closing Date.

D. Survival. The provisions of this Section 8.8 shall expressly survive the Closing.

Section 8.9 Taxes. At Closing, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit into escrow with the County Tax Collector an amount equal to the current year's real, personal and intangible property taxes, if any, for the Property, prorated to the date of Closing, same being the date upon which transfer of title shall occur. This amount shall he based upon the current assessment and millage rate on the Property. If the actual taxes vary from the figures used to close this transaction, Seller shall pay appropriate adjustments upon demand, which demand shall be made no later than December 31, 2027. It is acknowledged by the parties that Seller shall be responsible for taxes that may be assessed on the property for the tax year of 2027 only through the date of Closing, unless taxes are triggered because of the use by Tenant then such taxes shall be paid by Tenant. The parties understand that the year may change if the Closing Date occurs in 2026.

ARTICLE 9
Real Estate Commission

Section 9.1 Purchaser and Seller each represent and warrant to the other that there are no real estate brokers, salesman or finders involved in this transaction. Seller and Purchaser agree to indemnify, protect, defend and hold each other harmless against and with respect to any obligation, liability or claim of liability based in any way on any contracts, arrangements or understandings claimed to have been made or actually made by Seller or Purchaser, as the case may be, with any third party as to the sale of the Property. The provisions of this paragraph shall survive the Closing, or if the Closing does not occur, the termination of this Agreement.

ARTICLE 10
Remedies of Default Prior to Closing

Section 10.1 In the event of a default by Seller prior to Closing, then, Purchaser may elect, at its option, as its sole and exclusive remedy, (a) to terminate this Agreement and the Deposit shall be returned to Purchaser by the Escrow Agent, or (b) to enforce specific performance hereunder against Seller.

Section 10.2 In the event of a default by Purchaser prior to Closing, then Seller may elect, at its option, as its sole and exclusive remedy to terminate this Agreement and the Deposit shall be released to the Seller by the Escrow Agent.

ARTICLE 11
Miscellaneous

Section 11.1 All notices, demand, or other communications of any type (herein collectively referred to as "**Notices**") given by the Seller to the Purchaser or by the Purchaser to the Seller, whether required by this Agreement or in any way related to the transaction contracted for herein, shall be void and of no effect unless given in accordance with the provisions of this Article 11. All notices shall be in writing and delivered to the person to whom the notice is directed, either person, by facsimile, electronic mail, by nationally recognized overnight courier, or by United States Mail, as registered or certified item, return receipt requested. Delivery to a party's attorney or one of the real estate agents shall constitute effective notice under this Agreement. Notices delivered by mail shall be effective when deposited in a post office other depository under the care of custody of the United States Postal Service, enclosed in wrapper with proper postage affixed, addressed, as follows:

Purchaser: Rob Perry
City Administrator 101 12th Street West Bradenton, FL 34205

with a copy to: William Robinson, Jr., Esq.
Blalock Walters, P.A. 802 11th Street West
Bradenton, Florida 34205

and addressed, if to the Seller, as follows:

Seller: CKJR Properties 18, LLC
4211 Pompano Ln
Palmetto, FL 34221

with a copy to: Dye Harrison Knowles Hamrick
Kirkland Pratte DePaola & Johnson, PLLC
Attn: G. Joseph Harrison, Esq.
410 43rd Street West, Suite N
Bradenton, Florida 34209

with a copy to Escrow Agent:

Blalock Walters, P.A.
Attn: William Robinson, Jr., Esq. 802 11th Street West Bradenton, Florida 34205

Section 11.2 This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and the obligations of the parties hereto are and shall be performed in the county wherein the Property is located. Where required for proper interpretation, words in singular shall include the plural, the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns."

Section 11.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement may not be

modified or amended, except by an agreement in writing signed by the Seller and the Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if writing and signed by the party waiving such conditions or obligations.

Section 11.4 In the event it becomes necessary for either party hereto to file a suit to enforce this Agreement or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' and paralegal fees and court costs, including appellate costs, incurred in such suit.

Section 11.5 The descriptive heading of the several Articles, Sections and Paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 11.6 This Agreement, including the Exhibits, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreement and understanding of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

Section 11.7 Multiple originals of this Agreement have been executed by the parties hereto. Each such executed original shall have the full force and effect of an original executed instrument. This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one and the same agreement. It shall not be necessary that the signature of all parties appear on the same counterpart, so long as each party signs at least one counterpart. Transmission of the signatures of the parties hereto shall constitute valid and binding execution and shall be deemed original signatures.

Section 11.8 Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included, and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Florida, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. All time periods expressed as days will be computed in calendar days. The final day of any such period shall be deemed to end at 5:00 PM EST. Time is of the essence of this Agreement with regard to the Closing Date and delivery of the Deposit. Notwithstanding the foregoing, in the event a hurricane warning has been issued such that the Property is located in an area where the projected land fall is within the NOAA cone of probability within two (2) days of the Closing, the parties agree to delay the Closing for up to seven (7) days at the request of either party.

Section 11.9 If any term or provision of this Agreement which would not deprive the parties of the benefit of the bargain shall be held to be invalid, illegal, unenforceable or inoperative as a matter of law, the remaining terms and provision of this Agreement shall not be affected thereby, but each such remaining term and provision shall be valid and shall remain in full force and effect.

Section 11.10 Each party hereto acknowledges that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement with its legal counsel and that this Agreement has been jointly drafted and shall be construed as having been jointly drafted by each party hereto. Accordingly, the rule of construction to the affect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement of any amendments or exhibits hereto.

Section 11.11 Waiver of Jury Trial. **EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT, THE PREMISES, OR ANY CLAIMS, DEFENSES, RIGHTS OF**

SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

Section 11.12. Obligations contained in this Agreement which by their terms, are to be performed after the termination of the Closing, shall survive such termination or Closing.

Section 11.13 RADON NOTICE. RADON IS A NATURALLY OCCURRING RADIOACTIVE GASTHAT 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 11.14 Escrow Provisions. The Deposit delivered to Escrow Agent pursuant to this Agreement shall be: (i) held by it in trust in a non-interest-bearing account in a federally insured banking institution, and (ii) disbursed, subject to clearance thereof, in accordance with the terms and provisions of this Agreement. Failure of clearance of funds shall not excuse Purchaser's performance hereunder. If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit or to whom the Deposit is to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold the Deposit until the receipt by the Escrow Agent of an authorization, in writing, signed by the Seller and Purchaser, directing the disposition of the Deposit, such writing also acknowledging to Escrow Agent that there are no other parties having an interest in such dispute. In the absence of such authorization, Escrow Agent may hold the Deposit until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceeding for such determination not begun and diligently continued, Escrow Agent may being an appropriate action or proceeding for leave to place the Deposit with an appropriate court with jurisdiction. Escrow Agent shall not be responsible for any acts or omissions unless negligently or will fully done, and upon making delivery of the Deposit in accordance with the terms of this Agreement, Escrow Agent shall have no further liability. In the event Escrow Agent places the Deposit in the registry of the Circuit Court and files an action of interpleader naming the parties hereto, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. Seller acknowledges that Escrow Agent is legal counsel to Purchaser and agrees that, in the event of any dispute between Seller and Purchaser, Escrow Agent may continue to represent Purchaser in connection with the dispute, notwithstanding Escrow Agent's role under this Agreement.

Section 11.15 Real Property Conveyed to a Public Agency. Pursuant to Section 286.23, Florida Statutes, Seller shall make a public disclosure, in writing and under oath which states his/her name and address and the name and address of every person having a beneficial interest in the property.

Section 11.16 Termination. If this Agreement is not fully executed by Seller and Purchaser on or before September 30, 2026, this offer shall terminate and be null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized representatives:

PURCHASER:

CITY OF BRADENTON, a Florida municipal corporation

By: _____

Its: City Administrator subject to City Council Approval

Date: 9/30/26

SELLER:

CKJR PROPERTIES 18, LLC, a Florida limited liability company

By: _____

Its: Manager

Date: 09/28/26

ESCROW AGENT:

The undersigned Escrow Agent hereby acknowledges and consents to the terms of the "Escrow Agent" paragraph of this Agreement. The Escrow Agent agrees that the Escrow Agent shall hold in escrow as an escrow agent the Deposit as the earnest money deposit under this Agreement and agrees to hold the same in a non-interest bearing account and in accordance with the terms of this Agreement.

Blalock Walters, PA

By: _____

Print Name: _____

Its: _____

EXHIBIT B

PERMITTED EXCEPTIONS

1. The lien of all taxes for the year 2027 and thereafter, which are not yet due and payable.

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

E 50 FT OF LOT 2 OF CORNWELL'S ADD AS PER PLAT THEREOF REC IN PB 1 PG 80, PRMCF; ALSO: LAND LYING N OF E 50 FT OF LOT 2 ABOVE DESC & S OF S LN OF JOHN KEATINGS LAND AS DESC IN DB X PGS 182 & 277 (DB 260 P 327) PRMCF

PI#33235.0000/3

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Purchase and Sale Agreement between City of Bradenton and PHBGF Ventures, LLC for Parking and Sidewalk Areas

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
PHBGF Ventures, LLC ("Developer") is currently under contract with the CRA to purchase 1.97 acres of land for the Met 2B Project. The Met 2B is a proposed 99 unit multi-family project. During the course of review of the Site Improvement Plan by the City and Developer, it was identified that in order to meet the parking requirements under the City's Land Use Development Code the project must include 99 parking spaces. This requirement cannot be met by the developer under their existing Site Plan for a 99 unit multi-family project without obtaining six additional on-street parking spaces. The City is purchasing this 538.4 sf Right of Way to allow Developer to construct the six additional on-street parking spaces in the Right of Way. This will allow the Developer to meet the requirements under the Land Use Code. The funding for the Right of Way to add six on-street parking spaces will be split equally between the City and CRA. However, as the on-street parking spaces will be located in the right of way, they cannot be dedicated for the exclusive use of the Met 2B Project.

The Developer will be responsible for construction of the on-street parking spaces and all costs associated therewith.

FINANCIAL IMPACT:
$87,500.00 plus related transactional costs.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters.

SUGGESTED MOTION:
Motion to approve the Purchase and Sale Agreement with PHBGF Ventures, LLC for parking and sidewalk areas and allow execution by Mayor.

ATTACHMENTS:
Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "**Agreement**") is made and entered into this _____ day of _____, 2026 (the "**Effective Date**"), by and between **PHBGF VENTURES, LLC**, a Florida limited liability company ("**Developer**"), and **THE CITY OF BRADENTON,** a public body of the State of Florida ("**City**").

Recitals:

As of the Effective Date of this Agreement, Developer is under contract (the "**CRA Contract**") with THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON successor in interest to THE BRADENTON DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF BRADENTON, a public body of the State of Florida (the "**CRA**") to purchase a parcel of real property comprising approximately 1.97 acres, located in the City of Bradenton, Manatee County, as more particularly described on **Exhibit A** attached hereto located in Manatee County, Florida (referred to herein the "**Met 2B Project Parcel**").

During the course of Developer's review of its proposed Site Improvement Plan for the development of the Met 2B Project Parcel, the Developer and City identified a need for the City to acquire a portion of the Met 2B Project Parcel, along the western and northern boundaries, as more particularly described on Exhibit B attached hereto (the "**Property**").

Contingent upon Developer closing on the CRA Contract and its acquisition of the Met 2B Project Parcel from the CRA (the "**CRA Closing**"), Developer has agreed to convey fee simple title to the Property pursuant to the terms herein.

NOW, THEREFORE, in consideration of the sum of the foregoing recitals and the terms and conditions set forth below, Developer and City agree as follows:

1. **Property**. In consideration for the Purchase Price (as defined below), Developer agrees to convey fee simple title to the Property to the City, and the City agrees to purchase from Developer the Property. The condition of the Property shall be in the same condition as acquired by the Developer from the CRA. In light of the fact that Developer will be acquiring title to the Property from the CRA and conveying simultaneously to the City, City agrees that the Property is being acquired by the City on an "AS IS" AND "WITH ALL DEFECTS" basis and "WITH ALL FAULTS" existing as of the date of Closing. City acknowledges that it will be acquiring the Property on the basis of its own investigations. Except as expressly set forth in this Agreement or in any of the documents to be executed and delivered by Developer at Closing, no representations or warranties have been made or are made and no responsibility has been or is assumed by Developer or by any officer, person, firm, agent or representative acting or purporting to act on behalf of the Developer as to condition or repair of the Property or the value, expense of operation, or income potential thereof, the reliability of any information furnished to City or as to any other

fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof.

2. **Purchase Price**. The purchase price (the "**Purchase Price**") to be paid by the City to Developer at Closing shall be the sum of $87,500.00, which shall be payable in cash, in current funds.

3. **Condition Precedent**. The Developer and CRA consummating the CRA Closing is an express condition precedent to Closing hereunder. In the event Developer fails to acquire the Met 2B Project Parcel or the CRA Contract is terminated for any reason whatsoever, this Agreement shall automatically terminate, and neither party shall have any further rights or obligations under this Agreement.

4. **Closing**. The consummation of the transaction contemplated by this Agreement (the "**Closing**") shall take place at the offices of Hill, Ward & Henderson, P.A., as authorized agent for Old Republic National Title Company (the "**Closing Agent**"), or by mail, on the same date Developer closes on the purchase of the Met 2B Project Parcel pursuant to the terms of the CRA Contract.

5. **Obligations at Closing**. Developer shall execute and deliver an original special warranty deed for the Property, in recordable form to Closing Agent prior to Closing (the "**Deed**"). In addition, Developer shall sign a customary owner's affidavit and any other customary documents reasonably required by the Closing Agent. City shall deliver to Closing Agent, by wire transfer received no later than 5:00 P.M. on the day of Closing, the cash due at Closing as set forth in Section 2 above. Upon written or email authorization from both Developer and the City, Closing Agent will disburse the Purchase Price proceeds to Developer, and record the Deed in the Public Records of Manatee County, Florida.

6. **Title Insurance**. If so elected by City, Developer shall cause Closing Agent, as an authorized agent for Old Republic National Title Insurance Company, to issue an owner's title insurance policy for the Property, in the amount of the Purchase Price. All costs related to title insurance for the Property shall be paid for by the City, including any endorsements to the owner's title policy. While there is not a separate title review period, the City agrees that the exceptions to the title policy issued for the Property shall be identical to the exceptions issued to the Developer in its title policy pursuant to the CRA Closing, but only to the extent applicable to the Property.

7. **Costs**. Developer will pay any documentary stamp taxes assessed on the conveyance and recording costs for the Deed. City shall pay any costs related to title insurance, if elected pursuant to the Section 6 above. Each party shall pay its own attorney fees and any other costs and expenses that it incurs hereunder.

8. **Default**.

(a) **City Default**. In the event the City breaches any material term, condition, covenant or obligation in this Agreement at or prior to Closing, and the City does not cure the breach within thirty (30) days after receipt of written notice of the breach from Developer (unless such breach is due to the failure to timely close, for which there shall be no notice or cure period), then the City shall be in default under this Agreement, and the Developer may elect: (i) to terminate this Agreement; or (ii) to exercise all rights and remedies, at law or in equity, available under Florida law including, by way of example but not limitation, the right to seek specific performance; provided, however, if the CRA Closing does not occur, then the Developer acknowledges and agrees that the remedy of specific performance will not be an available remedy to the Developer, whereupon the Developer shall be limited to the remedy in subpart (i) herein.

(b) **Developer Default**. In the event Developer breaches any material term, condition, covenant, or obligation in this Agreement at or prior to Closing, and Developer does not cure the breach within thirty (30) days after receipt of written notice of the breach from the City (unless such breach is due to the failure to timely close, for which there shall be no notice or cure period), then Developer shall be in default under this Agreement, and the City may elect: (i) to terminate this Agreement; or (ii) to exercise all rights and remedies, at law or in equity, available under Florida law including, by way of example but not limitation, the right to seek specific performance; provided, however, if the CRA Closing does not occur, then the City acknowledges and agrees that the remedy of specific performance will not be an available remedy to the City, whereupon the City shall be limited to the remedy in subpart (i) herein.

9. **Attorneys' Fees and Costs**. In the event of any litigation between the parties arising out of this Agreement or the collection of any funds due the City or Developer pursuant to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs incurred, including without limitation reasonable attorneys' and paralegals' fees and costs, whether such fees and costs are incurred at trial, on appeal or in any bankruptcy proceedings, as well as attorneys' fees and costs litigation over the issue of the amount of attorneys' fees and costs to be awarded.

10. **Notices**. All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be, (notwithstanding lack of actual receipt by the addressee) (i) when delivered by personal delivery or by e-mail (provided that any such e-mail notification must be followed up by a notice sent by overnight carrier as provided in subsection (ii) below), or (ii) three (3) business days after having been deposited in the United States mail, certified or registered, return receipt requested, sufficient postage affixed and prepaid, or (iii) one (1) business day after having been deposited with an expedited, overnight courier service (such as by way of example but not limitation, U.S. Express Mail, or Federal Express), addressed to the party to whom notice is intended to be given at the address set forth below:

To the City:
The City of Bradenton
Attn: Rob Perry, City Administrator
101 Old Main Street
Bradenton, Florida 34205
Phone: 941-932-9400
Email: rob.perry@bradentonfl.gov

With a copy to:
Blalock Walters, P.A.
Attn: Scott Rudacille, Esq.
802 11th Street W.
Bradenton, Florida 34205
Phone: 941-748-0100
Fax: 941-745-2093
Email: srudacille@blalockwalters.com

To Developer:
PHBGF VENTURES, LLC,
Attn: Marshall Gobuty
Address: 35 Watergate Dr., Suite 806
Sarasota, FL 34236
Phone: 941-323-3013
Email: mg@pearlhomesfl.com

With a copy to:
Hill, Ward & Henderson, P.A.
Attn: Jerilyn Reed
101 E. Kennedy Blvd., Suite 3700
Tampa, FL 33602
Phone: (813) 222-3119
Email: jerilyn.reed@hwhlaw.com

With a further copy to:
Barclay Group
Attn: David Ian Coia
Address: 1211 N. Westshore Boulevard, Suite 801
Tampa, FL 33607
Phone: 727-733-7585
Email: icoia@barclaygroup.com

11. **Entire Agreement, Modification**. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior or oral written agreements between the parties with respect to the contemplated purchase and sale. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms or conditions shall be effective unless made in writing and duly executed by the parties hereto.

12. **Binding Effect**. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

13. **Controlling Law; Venue**. This Agreement has been made and entered into under the laws of the State of Florida, and said laws should control the interpretation hereof. The parties hereby consent to jurisdiction and venue in Manatee County, Florida, and agree that such jurisdiction and venue shall be sole and exclusive for any and all actions or disputes related to this Agreement or any related instruments.

14. **Construction of Terms**. Where appropriate, any word denoting the singular shall be deemed to denote the plural, and vice versa. Where appropriate, any word denoting or referring to one gender shall be deemed to include the other gender.

15. **Severability**. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. **Assignment**. If Developer elects to assign the CRA Contract as permitted by the terms therein, Developer may assign its interest in this Agreement to the successor entity named as purchaser under the CRA Contract. Developer shall provide written notice to the City within two (2) business days of such assignment, which notification shall be accompanied by copies of the applicable assignment document, and the assignee shall thereafter, for all purposes, be regarded as the "Developer" under this Agreement and shall assume all duties and obligations of Developer; provided, however, that any such assignment of Developer's interest in this Agreement shall not relieve the original Developer of any duties, obligations or liabilities hereunder.

17. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. City and Developer agree that delivery via e-mail of a PDF copy of this Agreement reflecting execution thereof by either party shall constitute and be deemed delivery of an executed original of such document executed by said party.

18. **Waiver of Jury Trial**. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS, CROSS CLAIMS OR THIRD PARTY CLAIMS), WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, REGARDLESS OF THE CAUSE OR CAUSES OF ACTION, DEFENSES OR COUNTERCLAIMS ALLEGED OR THE RELIEF SOUGHT BY ANY PARTY, AND REGARDLESS OF WHETHER SUCH CAUSES OF ACTION, DEFENSES OR COUNTERCLAIMS ARE BASED ON, OR ARISE OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, OUT OF ANY ALLEGED CONDUCT OR COURSE OF CONDUCT, DEALING OR COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN), OR OTHERWISE. ANY PARTY HERETO MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS CONCLUSIVE EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY.

19. **Time of the Essence**. Time is of the essence in respect to this Agreement.

20. **Legal Representation**. Each party to this Agreement has been represented by counsel in the negotiation and drafting of this Agreement and accordingly, no provision of this Agreement shall be construed against a party due to the fact that it or its counsel drafted, dictated or modified a provision of this Agreement.

21. **Brokers**. Developer and City each warrant to the other that such party has not engaged any broker or agent in regard to this Agreement.

22. **Further Assurances**. The parties hereto, at the time and from time to time at or after Closing, upon request of City or of the Developer, as the case may be, agree to do, execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances, authorizations, filings and consents, as may be reasonably required for: (a) the better assigning, transferring, granting, conveying, assuring and confirming unto the City all of the applicable Developer's right, title and interest in and to the Property to be conveyed hereunder, and (b) the effective consummation of any other transactions referred to in this Agreement.

[signature page follows]

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

DEVELOPER:

PHBGF VENTURES LLC,
a Florida limited liability company

By: PEARL HOMES HOLDINGS, LLC, a Delaware limited liability company, its Member

By: _____
Marshall S. Gobuty, as Manager
Date of Execution: _____

By: BG FRAMEWORK, LLC, a Florida limited liability company, its Member

By: Framework Development, LLC, a Florida limited liability company, as Manager

By:_____
Phillip A. Smith, as Manager
Date of Execution: _____

CITY:

THE CITY OF BRADENTON,
a Florida municipal corporation

By:_____
Gene Brown, Mayor

Date of Execution:_____

EXHIBIT A

Met 2B Project Parcel

PARCEL 1:
Lots 1 through 6, Block A, Tyler's Subdivision, according to the map or plat thereof as recorded in Plat Book 1, Page 221, Public Records of Manatee County, Florida, together with 1/2 of the alley in said Block A adjacent to each of said Lots, LESS any part within the right of way for 14th St. W. (US 41); AND LESS the portion conveyed to the City of Bradenton in Deed Book 99, Page 498, Public Records of Manatee County, Florida; AND LESS any part within the right of way of 14th Ave. W.

PARCEL 2:
Lots 8, 9 and 12, Block A, Tyler's Subdivision, and the East 1/2 of vacated alley West of said lands, as per plat thereof recorded in Plat Book 1, Page 221, Public Records of Manatee County, Florida, LESS any part within the right of way for 14th St. W. (US 41) .

PARCEL 3:
Lots 13 and 16, Block A, LESS the East 10 feet of said lots, Tyler's Subdivision, and the East 1/2 of vacated alley West of said lands, according to the map of plat thereof, as recorded in Plat Book 1, Page 221, Public Records of Manatee County, Florida, LESS any part within the right of way for 14th St. W. (US 41) .

EXHIBIT B

Property

LEGAL DESCRIPTION FOR RIGHT OF WAY DEDICATION

A PARCEL OR TRACT OF LAND LYING WITHIN LOTS 1, 2, 3 AND 6, BLOCK A, TYLER'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 221, AMONG THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SITUATED IN SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 15, BLOCK A, TYLER'S SUBDIVISION, ACCORDING TO THE MAP THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 221; THENCE N00°45'16"E, ALONG THE EASTERLY RIGHT OF WAY LINE OF 15TH STREET WEST, A DISTANCE OF 291.52 FEET, TO THE SOUTHWEST CORNER OF LOT 6, BLOCK A OF SAID TYLER'S SUBDIVISION AS DESCRIBED IN BOUNDARY RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 268, PAGE 73, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N00°45'16"E, A DISTANCE OF 152.25 FEET TO THE INTERSECTION OF THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF 14TH AVENUE WEST; THENCE S89°03'05"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 14TH AVENUE WEST, A DISTANCE OF 258.38 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF 14TH STREET WEST, DESCRIBED IN OFFICIAL RECORDS BOOK 129, PAGE 205; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°56'55"W, A DISTANCE OF 1.50 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE AND PARALLEL TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF 14TH AVENUE WEST, N89°03'05"W, A DISTANCE OF 257.38 FEET; THENCE PARALLEL TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF 15TH STREET WEST, S00°45'16"W, A DISTANCE OF 150.75 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE SAID LOT 6, BLOCK A, TYLER'S SUBDIVISION; THENCE N89°14'44"W, A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A DESCRIBED AREA OF 538.4 SQUARE FEET OR MORE OR LESS.

AGENDA ITEM NO. 8.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: October 14, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Review of the Quarterly "Face It, Fix It" Initiative

SUGGESTED ACTION: No action needed.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Because a large portion of Bradenton's essential infrastructure was constructed decades ago, substantial renovation was needed. The City is pushing forward with repairs, infrastructure replacement, renovations, and long-term community enhancements to address Bradenton's needs for today and future needs for tomorrow.

The City has obtained various state and federal grants and appropriations through strategic planning and a vigorous search for external financial support. These funds have greatly helped ease the load on local ratepayers while enhancing long-term dependability/affordability by enabling the City to advance key projects much earlier than local funding alone would allow.

"Face It, Fix It" demonstrates a pragmatic dedication to preserving dependable and affordable infrastructure, safeguarding the environment, and making deliberate investments that benefit locals now and for many years to come.

City staff created an in-depth quarterly update of projects associated with the "Face It, Fix It" initiative, which you will find attached. This presentation highlights current progress, upcoming milestones, and key budget updates across all work

sites. We encourage you to review the update to see how these ongoing investments are directly improving our community's core infrastructure.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Quarterly Capital Projects Update

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FACE IT, FIX IT

QUARTERLY CAPITAL PROJECTS UPDATE

FY25-26 Q3 APRIL-JUNE

PUBLIC WORKS & UTILITIES



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THE PEOPLE BEHIND THE PROJECTS

Modernizing Bradenton's Infrastructure

Long-Term Planning • Engineering • Project Management • Construction Services



Irvin Lee, P.E. (USAF Ret. Col.)

Director of Public Works and Utilities



Ed Ference

Associate Director of Public Works and Utilities



Kim Clayback, P.E.

Strategic Long-Term Planning/Regulatory Compliance



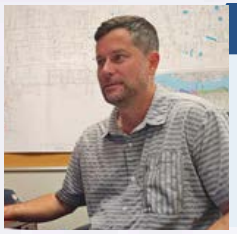
Kris Eccles, P.E.

Engineering Manager



Don DeMonia

Utility Construction Services Manager



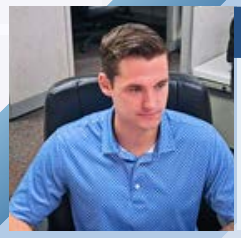
Anthony Benitez, P.E.

Executive Project Administrator



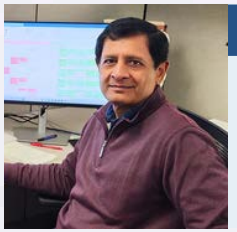
Brian Norman, P.E., P.M.P.

Assistant Engineering Manager



Jack Van Burk, MBA

Project Management Coordinator



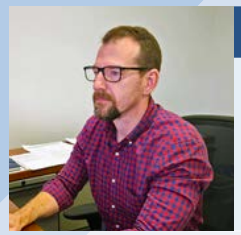
Umar Warich, P.E.

Infrastructure Engineer



David Lopez Rivera, E.I.T.

Environmental Protection Engineer



David Lindsey

Capital Improvements Fiscal Program Manager

The individuals shown represent just a small portion of the many City team members and partners whose collective efforts, time, and dedication make these projects possible.

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STORMWATER DRAINAGE

PUBLIC WORKS & UTILITIES

Southwest Ward 5 Drainage Improvements

Public Works & Utilities

DATE
August 27, 2026

PROJECT MANAGER
Anthony Benitez, P.E.

LOCATION
Ward 5

PROJECT TYPE
Stormwater Drainage

FUNDING SOURCE	
Stormwater Runoff Fund/FDEP	
Estimated Cost	$4,550,000

PROJECT PHASE
Design

SCHEDULE	
Est. Start	April 2027
Est. Completion	April 2028

About the Project

Installation of approximately 1,500 linear feet of stormwater pipes and 30 drainage structures to minimize flooding near 5th Street West and 26th Avenue West.

Purpose

Redirect stormwater through a new drainage system along 24th Avenue West to reduce flooding on nearby roads and private properties.

This Quarter's Update

The 30% design has been reviewed, and comments have been provided to the engineering consultant. The project is moving to 60% design.



PROJECT LIMITS	
STREET	LIMITS
24TH AVENUE W	9TH STREET W TO 5TH STREET W
9TH STREET W	26TH AVENUE W TO 24TH AVENUE W
5TH STREET W	26TH AVENUE W TO 23RD AVENUE W

Fairfield Acres Drainage Improvements

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Anthony Benitez, P.E.

LOCATION
Ward 3

PROJECT TYPE
Stormwater Drainage

FUNDING SOURCE	
Stormwater Runoff Fund/FDEP	
Estimated Cost	$359,326

PROJECT PHASE
Complete

SCHEDULE	
Est. Start	September 2025
Est. Completion	September 2026

About the Project

Installation of approximately 760 linear feet of storm pipe and three drainage inlet structures, curbing, and asphalt along 25th Avenue West, from 22nd Street West to 25th Avenue Drive West.

Purpose

Minimize flooding by directing stormwater runoff to the 42-inch pipe along 22nd Street West, which empties into Wares Creek.

This Quarter's Update

Construction and project closeout are complete. FDEP has accepted the grant deliverables, and the reimbursement request is being prepared for submission.





Riverside Drive Phase 1W Drainage Improvements

Public Works & Utilities

DATE
August 27, 2026

PROJECT MANAGER
Anthony Benitez, P.E.

LOCATION
Ward 4

PROJECT TYPE
Stormwater Drainage

FUNDING SOURCE	
CDBG-DR	
Estimated Cost	$3,500,000

PROJECT PHASE
Design

SCHEDULE	
Est. Start	April 2027
Est. Completion	April 2028

About the Project

Installation of stormwater pipes and drainage inlets along 18th Street NE, 19th Street East and 20th Street NE, from 2nd Avenue East north to the Manatee River.

Purpose

Minimize flooding by separating the City's drainage system from FDOT's system along 18th Street NE.

This Quarter's Update

Survey work is complete, and City staff are progressing toward 60% design. Final plans and grant funding are targeted for completion by the end of 2026, with construction anticipated to begin in 2027.



Eastside Drainage Improvements

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Brian Norman, P.E., P.M.P.

LOCATION
Ward 5

PROJECT TYPE
Stormwater Drainage

FUNDING SOURCE	
FDEP & ARPA Grants	
Estimated Cost	$3,414,824

PROJECT PHASE
Construction

SCHEDULE	
Est. Start	April 2025
Est. Completion	September 2026

About the Project

Installation of approximately 2,500 feet of new storm sewer pipe, 600 feet of additional drainage channels, 30 manholes and a new 20,000-square-foot retention pond on 8th Avenue East.

Purpose

Reduce flooding by increasing stormwater storage and improving drainage in an area that has experienced high water levels and road closures during major storms.

This Quarter's Update

Construction is subsantially complete, with the contractor addressing remaining items. FDEP grant documentation has been received, and the reimbursement request is being prepared.





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WASTEWATER / SEWER

PUBLIC WORKS & UTILITIES

Lift Station 3 Expansion and Lift Station 13 Demolition

Public Works & Utilities

DATE
August 27, 2026

PROJECT MANAGER
Anthony Benitez, P.E.

LOCATION
Ward 4

PROJECT TYPE
Wastewater / Sewer

FUNDING SOURCE	
Infrastructure Fund/FDEP	
Estimated Cost	$7,738,227

PROJECT PHASE
Construction

SCHEDULE	
Est. Start	November 2025
Est. Completion	December 2026

About the Project

Expansion of Lift Station 3 to handle wastewater flows from both lift stations, allowing for the removal of Lift Station 13 along the Manatee River.

Purpose

Storm-harden and improve the reliability of the City's wastewater system by relocating flows from the flood-prone LS13 to an upgraded station on higher ground.

This Quarter's Update

Installation of a new wet well and underground force main is complete, along with demolition of Lift Station 13. Approximately 90% of underground work is complete.





Lift Station 8 Relocation

Public Works & Utilities

DATE
August 27, 2026

PROJECT MANAGER
Anthony Benitez, P.E.

LOCATION
Ward 3

PROJECT TYPE
Wastewater / Sewer

FUNDING SOURCE	
Sewer Impact Fees/State Approp/FDEP	
Estimated Cost	$10,000,000

PROJECT PHASE
Design

SCHEDULE	
Est. Start	March 2027
Est. Completion	December 2029

About the Project

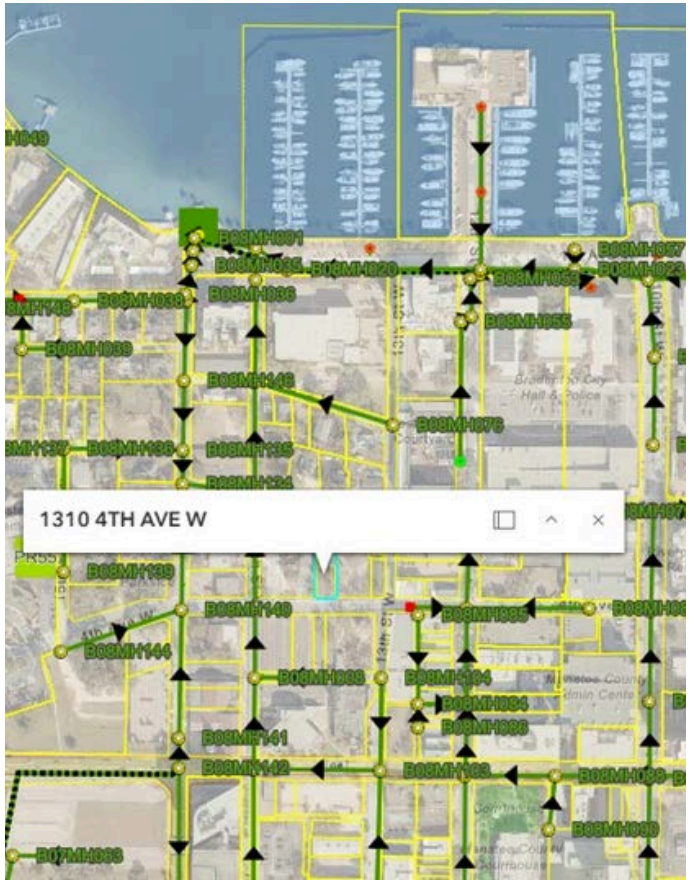
Installation of a new lift station, sewer pipes and force main to relocate Lift Station 8 away from the Manatee River and serve the new City Hall redevelopment.

Purpose

Reduce the risk of wastewater discharges into the Manatee River by relocating the station to higher ground and increasing capacity.

This Quarter's Update

The design-build team has been selected, and preliminary wastewater flow analysis and pipe routing are complete. Design is progressing toward 60% completion.



Sanitary Pipe Linings

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
David Lopez-Rivera

LOCATION
Citywide

PROJECT TYPE
Wastewater / Sewer

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$

PROJECT PHASE
Construction

SCHEDULE	
Est. Start	June 2022
Est. Completion	December 2027

About the Project

The City is cleaning and lining aging sanitary sewer pipes throughout Bradenton to extend their useful life and reduce groundwater and rainwater entering the system, with a goal of rehabilitating 75 miles by December 31, 2027.

Purpose

To improve the structural integrity and reliability of aging sewer pipes, extend their useful life and reduce groundwater and rainwater infiltration.

This Quarter's Update

In Progress:
Work Assignment LS14C

- Ward 3
- Est. Cost $248,000

Work Assignment LS14F

- Ward 2 & 3
- Est. Cost $432,533



Manhole Linings

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
David Lopez-Rivera

LOCATION
Citywide

PROJECT TYPE
Wastewater / Sewer

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$691,482.40

PROJECT PHASE
Construction

SCHEDULE	
Est. Start	March 2026
Est. Completion	September 2026

About the Project

The City has rehabilitated more than 1,000 sanitary sewer manholes as part of its ongoing efforts to maintain and improve aging wastewater infrastructure. The current project involves lining 18 additional manholes identified as being in critical condition.

Purpose

To improve the structural integrity of aging manholes, extend their useful life and reduce groundwater and rainwater entering the sanitary sewer system.

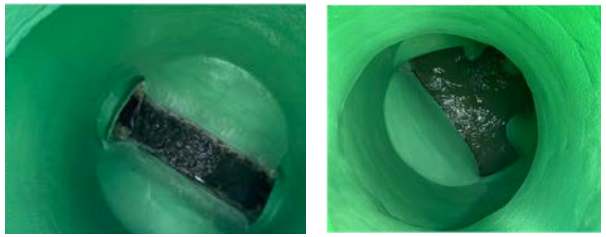
This Quarter's Update

Current Assignment:
The contractor has completed 14 of the 18 manholes. The remaining four are on track for completion by September 30, 2026.

UNLINED MANHOLES



NEWLY LINED MANHOLE



Electrical Panels for Lift Stations 2, 4, 10 27 & 35

Public Works & Utilities

DATE

August 27, 2026

PROJECT MANAGER

David Lopez-Rivera

LOCATION

Ward 4, 5

PROJECT TYPE

Wastewater / Sewer

FUNDING SOURCE

Sewer Impact Fees

Estimated Cost	$373,170

PROJECT PHASE

Construction

SCHEDULE

Est. Start	July 2026
Est. Completion	February 2027

About the Project

The City is replacing aging electrical equipment at five lift stations, including control panels, meters, control cabinets and disconnect switches. Lift Station 35 will also receive a new permanent bypass bump.

Purpose

To improve lift station reliability, modernize communications and monitoring systems, and reduce the risk of sanitary sewer overflows. The new bypass pump at LS35 will provide additional protection during emergencies or equipment failures.

This Quarter's Update

The contractor began construction at Lift Station 35 this month, with electrical upgrades currently underway.

LS35, 3300 Carlton Arms Drive



Bypass pump connection



Electrical panel upgrades

Lift Stations 17 & 18 Biofilter Upgrades

Public Works & Utilities

DATE

September 2, 2026

PROJECT MANAGER

Brian Norman, P.E., P.M.P.

LOCATION

Ward 3

PROJECT TYPE

Wastewater / Sewer

FUNDING SOURCE

Enterprise Funds

Estimated Cost	$22,932

PROJECT PHASE

Construction

SCHEDULE

Est. Start	August 2025
Est. Completion	September 2026

About the Project

The City is installing Zero Acclimation Biological Odor Control Systems (ZABOCS) at master Lift Stations 17 and and 18.

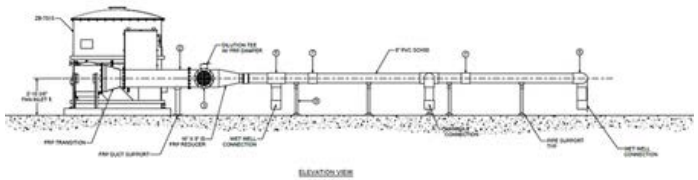
Purpose

To reduce the potential for odor emissions and hydrogen sulfide-induced corrosion throughout the City's collection system.

This Quarter's Update

Both units have arrived on-site, and contractors are completing final utility connections and system startup.





Lift Station 23 Force Main Offset

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Brian Norman, P.E., P.M.P.

LOCATION
Ward 1

PROJECT TYPE
Wastewater / Sewer

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$283,885

PROJECT PHASE
Construction

SCHEDULE	
Est. Start	November 2025
Est. Completion	September 2026

About the Project

Installation of new C-900 PVC piping to replace a portion of the existing force main at the intersection of 21st Avenue West and 59th Street West. The new piping will connect to the section of force main along 59th Street West that was previously rehabilitated through compression fit lining.

Purpose

To replace a portion of the existing LS23 force main that has experienced three breaks since 2024 and improve the reliability of the wastewater collection system.

This Quarter's Update

Construction is substantially complete, and the new force main has been successfully tested and placed into operation. Site restoration will be completed following Manatee County's water main installation at this location.



Emergency Power for Lift Stations 11 & 49

Public Works & Utilities

DATE
August 27, 2026

PROJECT MANAGER
David Lopez-Rivera

LOCATION
Ward 1, 5

PROJECT TYPE
Wastewater / Sewer

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$343,703

PROJECT PHASE
Design

SCHEDULE	
Est. Start	TBD
Est. Completion	TBD

About the Project

Replacement of the aging generator at Lift Station 11 with a new generator and the generator at Lift Station 49 with an emergency bypass pump. The existing generators at both stations are undersized and have experienced repeated failures.

Purpose

To provide reliable backup power and pumping capabilities during power outages and equipment failures.

This Quarter's Update

The new generator for Lift Station 11 is currently being manufactured, and the emergency bypass pump for Lift Station 49 has been delivered to the City. Both projects are expected to be completed by the end of 2026.



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WATER RECLAMATION FACILITY

PUBLIC WORKS & UTILITIES

WRF: Clarifier 4

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Brian Norman, P.E., P.M.P.

LOCATION
Citywide

PROJECT TYPE
Water Reclamation Facility

FUNDING SOURCE	
State Revolving Fund Loan	
Estimated Cost	$18,894,255

PROJECT PHASE
Complete

SCHEDULE	
Est. Start	October 2023
Est. Completion	August 2026

About the Project

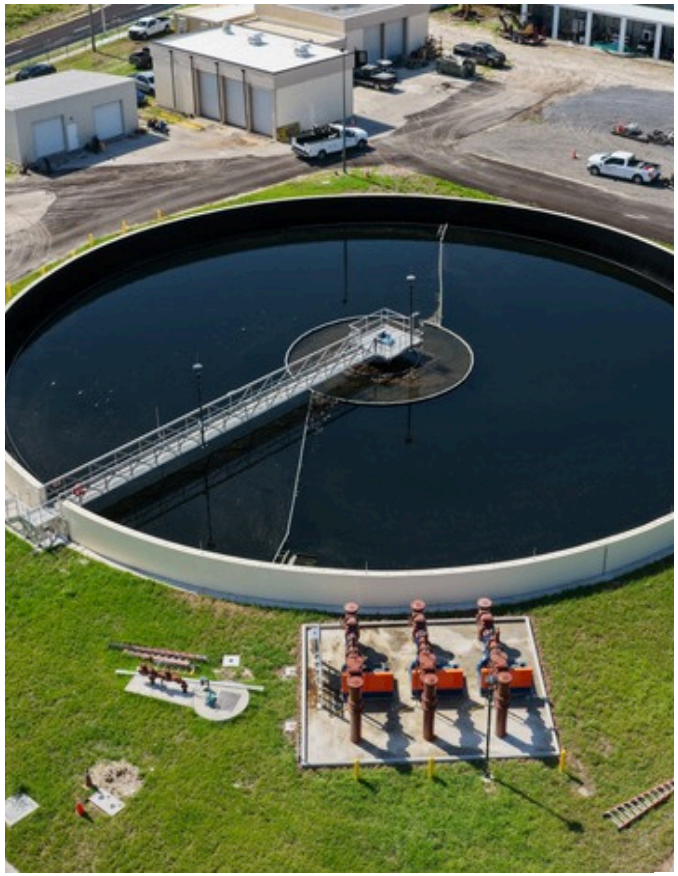
Construction of a new 150-foot-diameter clarifier and associated pumping and piping facilities to increase the secondary treatment capacity of the Water Reclamation Facility.

Purpose

To double the solids settling capacity of the secondary treatment system, maintain effluent quality during peak flow conditions and allow for maintenance of the existing clarifiers without interrupting treatment operations.

This Quarter's Update

Clarifier 4 has been in successful operation since April 2026, and project closeout with the Florida Department of Environmental Protection (FDEP) is underway.



WRF: Aquifer Injection Well

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Brian Norman, P.E., P.M.P.

LOCATION
Citywide

PROJECT TYPE
Water Reclamation Facility

FUNDING SOURCE	
SRF / State Appropriations	
Estimated Cost	$7,500,000

PROJECT PHASE
Construction

SCHEDULE	
Est. Start	April 2024
Est. Completion	December 2027

About the Project

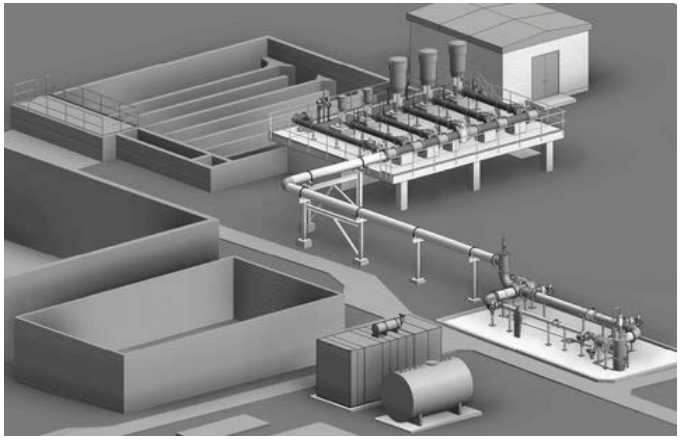
Construction of a pump station, piping and electrical facilities to convey reclaimed water from the Water Reclamation Facility to the aquifer recharge injection well, which has been drilled to a depth of 1,601 feet. The pump station will provide the capacity to deliver up to 15 million gallons of reclaimed water per day into the Upper Floridan Aquifer. (And yes, “Floridan” is correct!)

Purpose

To allow reclaimed water to recharge the Upper Floridan Aquifer as an alternative to surface water discharge and improve the facility’s capacity to manage wet weather flows.

This Quarter’s Update

Design is nearing completion, and bidding documents are under review by City staff. Contractor award and the start of construction are anticipated before the end of 2026.





WRF: Equalization Tank

Public Works & Utilities

DATE

September 2, 2026

PROJECT MANAGER

Brian Norman, P.E., P.M.P.

LOCATION

Citywide

PROJECT TYPE

Water Reclamation Facility

FUNDING SOURCE

FDEM & State Appropriations

Estimated Cost	$7,000,000

PROJECT PHASE

Design

SCHEDULE

Est. Start	November 2025
Est. Completion	December 2027

About the Project

Design and permitting of a 3-million-gallon equalization tank for the Water Reclamation Facility to replace the 2-million-gallon temporary equalization tank.

Purpose

To regulate flow and nutrient loading during normal operations and provide additional storage capacity during peak wet weather flows and emergencies.

This Quarter's Update

Design is approaching 90% completion, with the guaranteed maximum price (GMP) from the Construction Manager at Risk (CMAR) forthcoming. Early work, including demolition of the temporary tank, is expected to be completed by the end of 2026.





WRF: Reject Tank

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Brian Norman, P.E., P.M.P.

LOCATION
Citywide

PROJECT TYPE
Water Reclamation Facility

FUNDING SOURCE	
State Appropriations	
Estimated Cost	$8,000,000

PROJECT PHASE
Design

SCHEDULE	
Est. Start	November 2025
Est. Completion	June 2028

About the Project

Design and permitting of a 7.5-million-gallon storage tank, pump station, and yard piping. As part of the Aquifer Injection Well project, the tank will temporarily store wastewater that does not meet treatment standards until it can be returned to the treatment process.

Purpose

To provide additional storage during treatment disruptions and peak flow conditions, reduce the risk of wastewater discharges and support the City's Senate Bill 64 compliance strategy.

This Quarter's Update

Design is being coordinated with the Aquifer Injection Well Pump Station project and is approaching the 60% milestone. The Construction Manager at Risk (CMAR) is assisting with project cost and schedule.



WRF: Denitrification Filters Improvements

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Brian Norman, P.E., P.M.P.

LOCATION
Citywide

PROJECT TYPE
Water Reclamation Facility

FUNDING SOURCE	
CDBG	
Estimated Cost	$438,200

PROJECT PHASE
Construction

SCHEDULE	
Est. Start	July 2024
Est. Completion	September 2026

About the Project

Replacement of control panels, level sensors and valve acuators, along with replenishment of sand filter media, for all six denitrification filters at the Water Reclamation Facility. These filters help remove excess nitrogen from treated wastewater, which can contribute to algae blooms and harm aquatic ecosystems when discharged into waterways.

Purpose

To improve operational control, restore denitrification capacity and support compliance with total nitrogen permit limits.

This Quarter's Update

Filter media replenishment is complete, and the new control panels and sensors have been delivered to the site. Installation, wiring and programming of the new control equipment are progressing.





WRF: Bypass Flowmeters

Public Works & Utilities

DATE

September 2, 2026

PROJECT MANAGER

Brian Norman, P.E., P.M.P.

LOCATION

Citywide

PROJECT TYPE

Water Reclamation Facility

FUNDING SOURCE

Enterprise Funds

Estimated Cost	$246,851

PROJECT PHASE

Complete

SCHEDULE

Est. Start	November 2025
Est. Completion	August 2026

About the Project

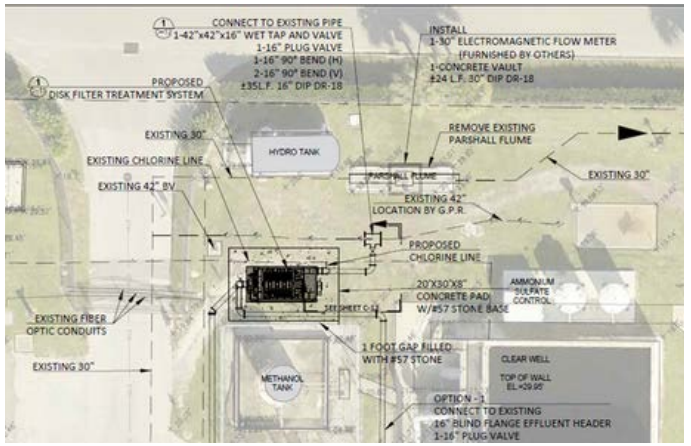
This in-kind project includes the installation of two new 30-inch electromagnetic flowmeters at the Water Reclamation Facility, one on the headworks bypass line and one on the tertiary filtration bypass line. These locations previously lacked flow monitoring equipment.

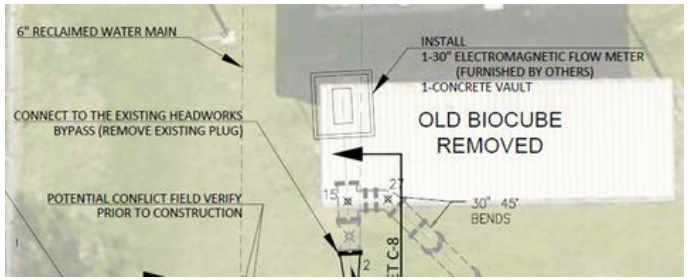
Purpose

To improve the accuracy of reporting during future bypass events by measuring wastewater flows rather than relying on estimates.

This Quarter's Update

Both bypass flowmeters have been installed and successfully tested.





WRF: Tropicana Reuse Tank Upgrades

Public Works & Utilities

DATE

September 2, 2026

PROJECT MANAGER

Brian Norman, P.E., P.M.P.

LOCATION

Citywide

PROJECT TYPE

Water Reclamation Facility

FUNDING SOURCE

Enterprise Funds

Estimated Cost	$129,588

PROJECT PHASE

Complete

SCHEDULE

Est. Start	March 2025
Est. Completion	September 2026

About the Project

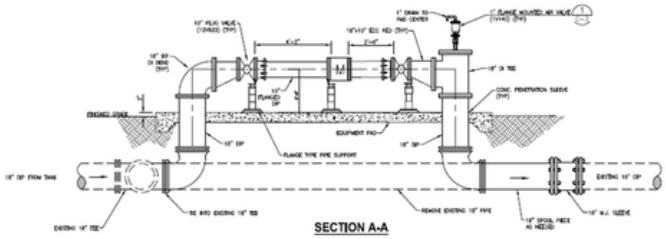
Upgrades to the existing Tropicana reuse tank fill line, including relocation of the flowmeter and valves from a below-grade vault to an above-ground location, installation of new coated ductile iron piping and a new electromagnetic flowmeter.

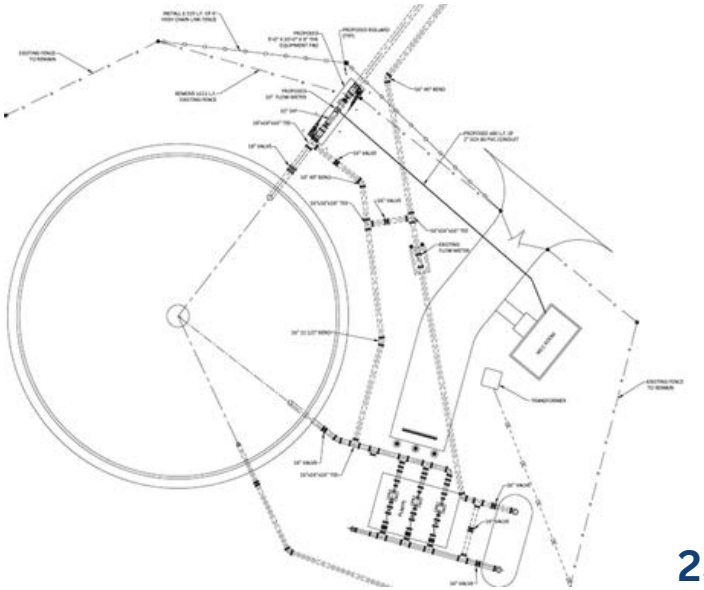
Purpose

To improve maintenance access and provide accurate measurement of water flowing into and out of the tank.

This Quarter's Update

The new piping and flowmeter have been installed, and connections to the existing system are in progress.





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WATER TREATMENT PLANT

PUBLIC WORKS & UTILITIES

WTP: Raw Water Intake

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Kristofer Eccles, P.E.

LOCATION
Citywide

PROJECT TYPE
Water Treatment Plant

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$6,500,000

PROJECT PHASE
Design

SCHEDULE	
Est. Start	September 2026
Est. Completion	September 2027

About the Project

Design of a raw water intake system expansion at the Water Treatment Plant, including a pump station, electrical building and piping. The new system will provide a backup to the existing raw water intake system.

Purpose

To improve the reliability of the City's drinking water supply by providing an alternate means of delivering raw water to the Water Treatment Plant.

This Quarter's Update

Survey and design of Phase I construction plans are progressing, including the new pump station and electrical building.



WTP: Sedimentation Basin 2 Restoration

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Kristofer Eccles, P.E.

LOCATION
Citywide

PROJECT TYPE
Water Treatment Plant

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$500,000

PROJECT PHASE
Construction

SCHEDULE	
Est. Start	October 2026
Est. Completion	April 2027

About the Project

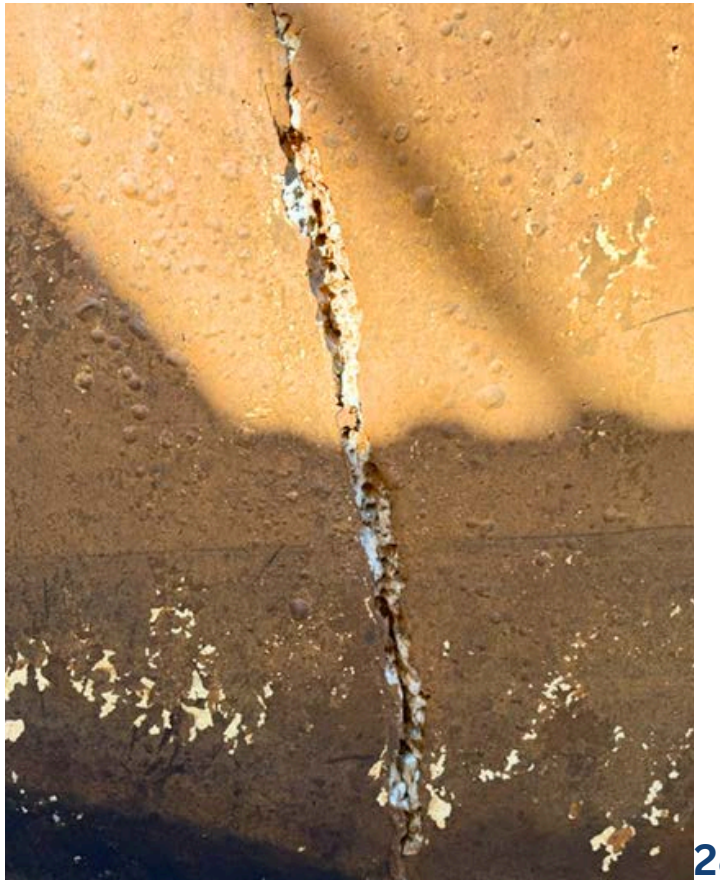
Restoration of Sedimentation Basin and Flocculator No. 2 at the Water Treatment Plant (WTP), which help remove solids and other particles from raw water during the treatment process.

Purpose

To extend the life of the City's surface water treatment process equipment and maintain reliable drinking water treatment operations.

This Quarter's Update

The project has been awarded, with work expected to begin in October 2026.



WTP: 1000 kW Emergency Generator

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
David Lopez-Rivera

LOCATION
Citywide

PROJECT TYPE
Water Treatment Plant

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$1,020,994

PROJECT PHASE
Construction

SCHEDULE	
Est. Start	May 2026
Est. Completion	November 2026

About the Project

Replacement and upgrade of the emergency generator at the Water Treatment Plant, which failed during the 2024 hurricane season. The project also includes a new 7,000-gallon fuel tank, fuel lines, automatic transfer switch and generator docking station.

Purpose

To provide reliable backup power for the Water Treatment Plant during power outages and other emergencies.

This Quarter's Update

The new generator, automatic transfer switch and generator docking station have been installed. The remaining major component is the new fuel tank, which is currently being manufactured. Project completion is anticipated by November 30, 2026.



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WATER DISTRIBUTION

PUBLIC WORKS & UTILITIES

Ironwood Water Main Improvements

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
David Lopez-Rivera

LOCATION
Ward 2

PROJECT TYPE
Water Distribution

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$3,256,212

PROJECT PHASE
Construction

SCHEDULE	
Est. Start	March 2026
Est. Completion	December 2026

About the Project

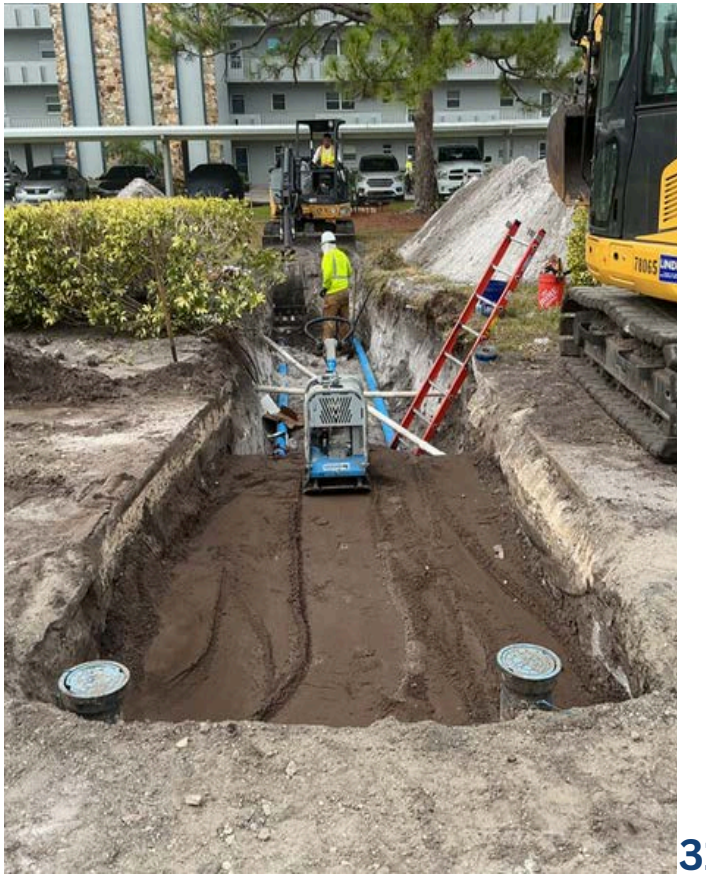
Replacement of approximately 8,000 linear feet of aging cast iron and asbestos cement water mains in the Ironwood community, including new PVC piping, valves, fire hydrants and associated connections.

Purpose

To improve water system reliability, increase water flow for fire protection and provide dependable drinking water service to residents.

This Quarter's Update

The project is over 60% complete. All new water mains have been installed, and the contractor is connecting buildings and fire protection services to the new system.



Kingston Estates Water Main Improvements

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Kristofer Eccles, P.E.

LOCATION
Ward 5

PROJECT TYPE
Water Distribution

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$1,385,257

PROJECT PHASE
Construction

SCHEDULE	
Est. Start	May 2026
Est. Completion	December 2026

About the Project

Replacement of the entire aging water distribution system in Kingston Estates, including approximately 3,300 linear feet of new PVC water mains, six fire hydrants and roadway resurfacing.

Purpose

To improve water system reliability and fire protection by replacing aging infrastructure in the neighborhood.

This Quarter's Update

Water main replacement work continues, with roadway restoration and paving expected to begin in October. Construction is scheduled for completion by November 2026.



Downtown Bradenton Water Main Improvements

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Kristofer Eccles, P.E.

LOCATION
Ward 3

PROJECT TYPE
Water Distribution

FUNDING SOURCE	
Impact Fees/Developer Fees	
Estimated Cost	$2,500,000

PROJECT PHASE
Design

SCHEDULE	
Est. Start	October 2025
Est. Completion	TBD

About the Project

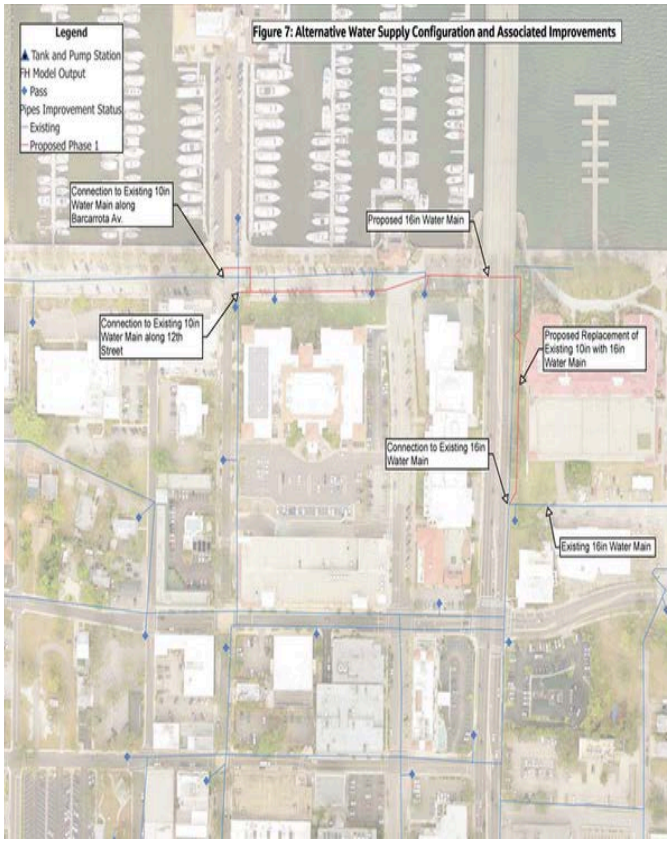
Installation of a new 16-inch water main from Riverdance along Barcarrota Avenue to 12th Street West to support future downtown development.

Purpose

To increase water distribution capacity and improve system reliability to accommodate future downtown development.

This Quarter's Update

Design is progressing, and the City is coordinating with the Construction Manager at Risk (CMAR) on preconstruction services and development of the Guaranteed Maximum Price (GMP).



High Service Pump Station Supplemental Distribution Lines

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Kristofer Eccles, P.E.

LOCATION
Citywide

PROJECT TYPE
Water Distribution

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$2,500,000

PROJECT PHASE
Design

SCHEDULE	
Est. Start	November 2025
Est. Completion	2027

About the Project

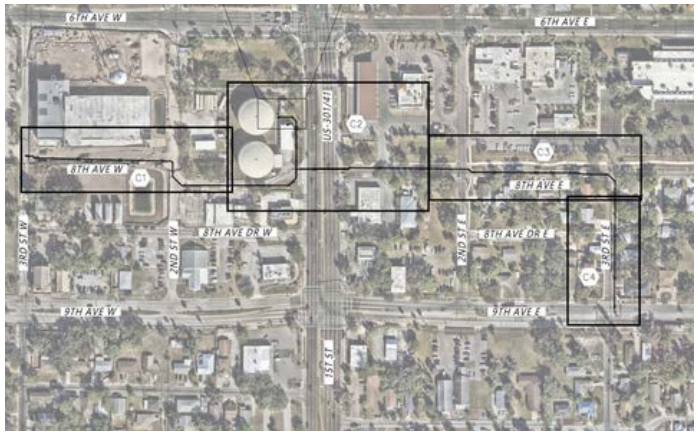
Construction of two new water main connections from the High Service Pump Station (HSPS) to provide backup to the existing 30-inch water main that supplies drinking water to the City.

Purpose

To improve reliability of the City's drinking water supply by providing additional water distribution connections.

This Quarter's Update

Phase 1 is complete, with the installation of an 18-inch water main adjacent to the new PD headquarters. Final design drawings and construction cost estimates for the remaining work have been completed and are under review for procurement.





South of Manatee High Water Main Improvements

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Brian Norman, P.E., P.M.P.

LOCATION
Ward 2

PROJECT TYPE
Water Distribution

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$2,576,385

PROJECT PHASE
Complete

SCHEDULE	
Est. Start	June 2025
Est. Completion	June 2026

About the Project

Replacement of 6,000 linear feet of 6-inch cast iron water main with new 8-inch PVC piping, along with milling and resurfacing of approximately 17,000 square yards of pavement.

Purpose

To improve water flow for fire protection and address water quality issues as part of the City's Water Main Replacement Program.

This Quarter's Update

Construction is complete, and the new water mains have been successfully tested and placed into service.





FY26 Fire Hydrant Inspection and Repair

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Kristofer Eccles, P.E.

LOCATION
Citywide

PROJECT TYPE
Water Distribution

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$500,000

PROJECT PHASE
Inspection & Repair

SCHEDULE	
Est. Start	November 2025
Est. Completion	Ongoing

About the Project

Citywide flushing, inspection and flow testing of fire hydrants, including painting, valve replacement and hydrant repairs or replacement as needed.

Purpose

To ensure adequate water flow for firefighting, maintain water quality and support the City's ISO fire protection rating through routine hydrant testing and maintenance.

This Quarter's Update

No additional updates reported this quarter.



- Public hydrant barrels should be painted silver
- Private hydrant barrels should be painted red
- Top should be painted in the capacity-indicating color scheme shown in the table below
- Inoperative or unusable hydrants should be wrapped

Hydrant Classification	Color Scheme	Hydrant Capacity (gpm)
AA	Blue	>1500
A	Green	1000-1499
B	Orange	500-999
C	Red	<500

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ROADS / SIDEWALKS

PUBLIC WORKS & UTILITIES

Southern Parkway Trail and Streetscape

Public Works & Utilities

DATE
August 27, 2026

PROJECT MANAGER
Umar Waraich

LOCATION
Ward 2, 3

PROJECT TYPE
Roads / Sidewalks

FUNDING SOURCE	
FDOT	
Estimated Cost	$1,300,000

PROJECT PHASE
Design

SCHEDULE	
Est. Start	September 2026
Est. Completion	December 2028

About the Project

Construction of a new multi-use path along Southern Parkway from 26th Street West to 43rd Street West, adding bike lanes, new sidewalks, on-street parking, median improvements and accessible pedestrian features.

Purpose

To improve safety, accessibility, and connectivity for pedestrians, cyclists and motorists along the corridor.

This Quarter's Update

Plans and specifications are being updated to comply with FDOT's 2026-2027 Standards Plans for Road Construction. Submission packages are also being prepared for FDOT and the City's Purchasing Division.





Manatee Elementary Sidewalk Improvements

Public Works & Utilities

DATE
August 27, 2026

PROJECT MANAGER
Umar Waraich

LOCATION
Ward 5

PROJECT TYPE
Roads / Sidewalks

FUNDING SOURCE	
FDOT	
Estimated Cost	$1,297,597

PROJECT PHASE
Construction

SCHEDULE	
Est. Start	January 2026
Est. Completion	December 2026

About the Project

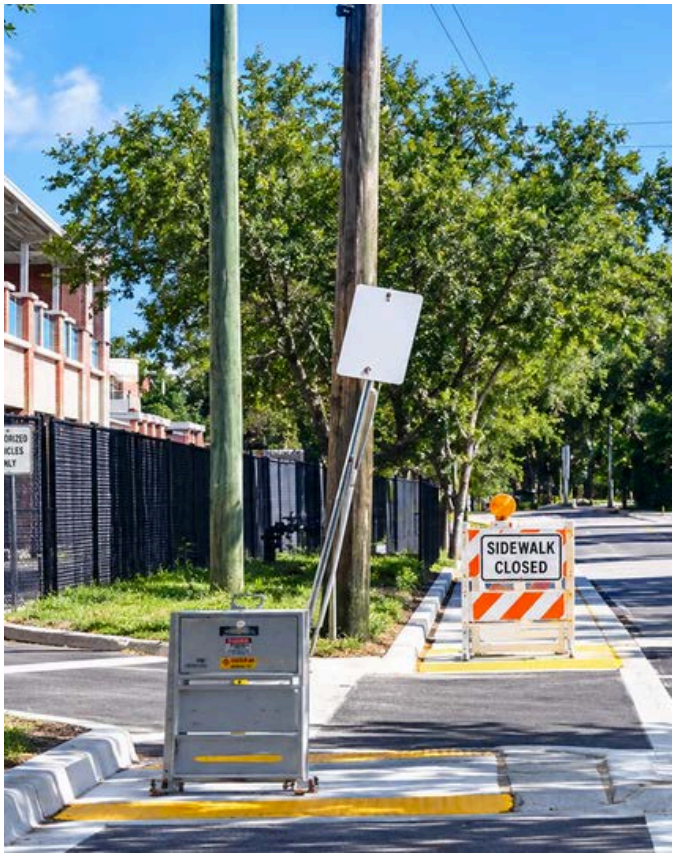
Construction of 6,230 linear feet of new sidewalks around Manatee Elementary School, including pavement markings, sign installation and accessibility improvements.

Purpose

To improve pedestrian safety and ADA accessibility for students, families and residents in the surrounding community.

This Quarter's Update

The contractor is completing the remaining minor repairs at three intersections. Once complete, the City will schedule a final inspection with FDOT, followed by final approval and project closeout.



Prine Elementary Sidewalk Improvements

Public Works & Utilities

DATE
August 27, 2026

PROJECT MANAGER
Umar Waraich

LOCATION
Ward 3

PROJECT TYPE
Roads / Sidewalks

FUNDING SOURCE	
FDOT	
Estimated Cost	$430,000

PROJECT PHASE
Design

SCHEDULE	
Est. Start	August 2026
Est. Completion	May 2028

About the Project

Design of pedestrian and bicycle improvements near Robert H. Prine Elementary School off Southern Parkway as part of the Florida Department of Transportation's Safe Routes to School Program.

Purpose

To provide safer, more accessible walking and bicycling routes for students, families and residents in the surrounding community.

This Quarter's Update

In-house design is underway, with the City working toward a 60% design submittal for review in coordination with the Florida Department of Transportation (FDOT).



Cortez Villas Sidewalk Improvements

Public Works & Utilities

DATE
September 3, 2026

PROJECT MANAGER
Umar Waraich

LOCATION
Ward 2

PROJECT TYPE
Roads / Sidewalks

FUNDING SOURCE	
Half-Cent Sales Tax	
Estimated Cost	$600,000

PROJECT PHASE
Design

SCHEDULE	
Est. Start	TBD
Est. Completion	TBD

About the Project

Construction of new sidewalks along 36th Avenue West between 43rd Street West and Southern Parkway, including crosswalks, pavement markings and pedestrian safety improvements near the Cortez Villas clubhouse.

Purpose

To improve pedestrian safety, accessibility and neighborhood walkability.

This Quarter's Update

Design is progressing, with the City working toward the 60% design milestone.



Second Avenue East Streetscape Phase 1

Public Works & Utilities

DATE
August 27, 2026

PROJECT MANAGER
Anthony Benitez, P.E.

LOCATION
Ward 4

PROJECT TYPE
Roads / Sidewalks

FUNDING SOURCE	
Impact Fees	
Estimated Cost	$4,750,000

PROJECT PHASE
Design

SCHEDULE	
Est. Start	TBD
Est. Completion	TBD

About the Project

Approximately 2,000 linear feet of roadway improvements along 2nd Avenue East from 21st Street East to Brown Street. This project includes a new roundabout at the intersection of 24th Street East, sidewalks, lighting and stormwater drainage improvements.

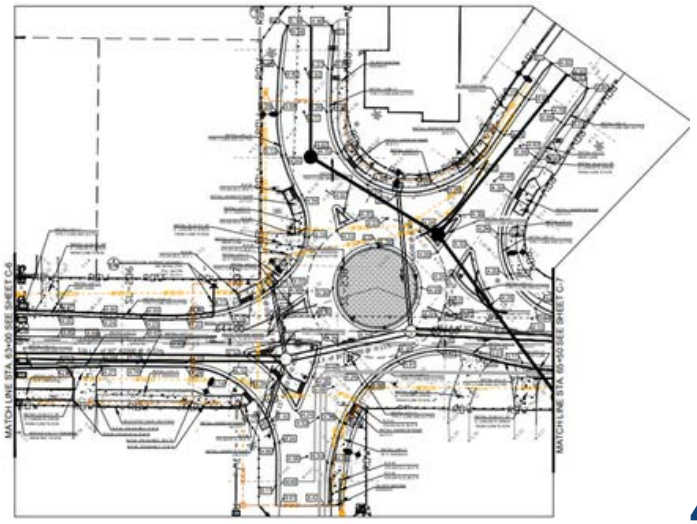
Purpose

To improve drainage and traffic flow, enhance the safety and appearance of public streets, and provide safer, more accessible routes for pedestrians and cyclists.

This Quarter's Update

The 100% design package is under final review and will be submitted through OpenGov once complete. Design of the LS3 collection system is nearing completion, allowing utility improvements to be completed before streetscape construction begins.





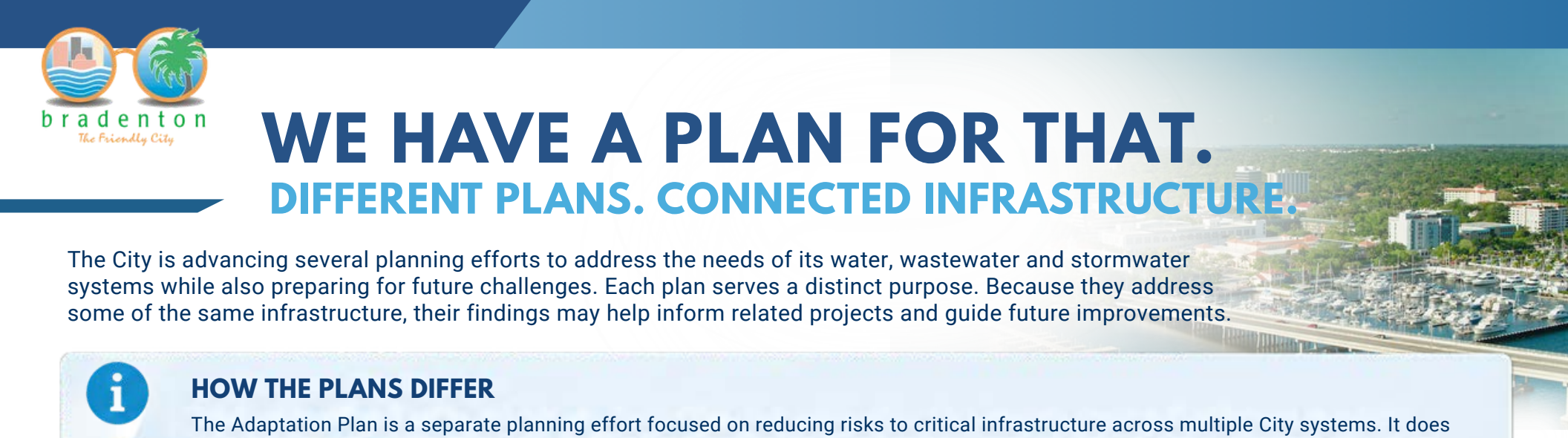
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PLANNING STUDIES

PUBLIC WORKS & UTILITIES

WE HAVE A PLAN FOR THAT.

DIFFERENT PLANS. CONNECTED INFRASTRUCTURE.



The City is advancing several planning efforts to address the needs of its water, wastewater and stormwater systems while also preparing for future challenges. Each plan serves a distinct purpose. Because they address some of the same infrastructure, their findings may help inform related projects and guide future improvements.

HOW THE PLANS DIFFER

The Adaptation Plan is a separate planning effort focused on reducing risks to critical infrastructure across multiple City systems. It does not replace or encompass the City's other master plans, which evaluate specific infrastructure and operational needs. While these plans may address some of the same infrastructure, each has its own scope, objectives and recommendations.

THE PLANS

ADAPTATION PLAN

Reducing risks to vulnerable infrastructure



Identifies strategies and projects to reduce risks from flooding and other hazards, with a focus on maintaining essential City services.

What it addresses:

- Up to 10 priority projects
- Adaptation strategies
- Implementation plan
- Potential funding sources

STORMWATER MASTER PLAN

Drainage and flood reduction



Evaluates the City's stormwater system and identifies improvements to reduce flooding, improve stormwater treatment and protect local waterways.

What it addresses:

- System conditions and capacity
- Drainage and flood reduction
- Stormwater treatment & water quality
- Long-term stormwater needs

WATER RECLAMATION FACILITY FACILITIES PLAN

Wastewater Treatment Infrastructure



Identifies improvements needed to treat wastewater, maintain reliable operations and meet environmental requirements.

What it addresses:

- Facility condition and capacity
- Treatment process improvements
- Regulatory and operational needs
- Long-term facility needs

WATER TREATMENT PLANT FACILITIES PLAN

Drinking water infrastructure



Identifies improvements needed to treat and deliver safe, reliable drinking water while preparing for future demand.

What it addresses:

- Facility condition and capacity
- Treatment process improvements
- Regulatory and operational needs
- Long-term infrastructure planning

ADDITIONAL STUDIES

The City is also conducting specialized studies, including a water model update and capacity planning, water supply planning assistance and a WRF electrical master plan. These studies evaluate specific infrastructure needs and may inform related projects.

Adaptation Plan

Public Works & Utilities

DATE
September 24, 2026

PROJECT MANAGER
Brian Norman, P.E., P.M.P.

LOCATION
Citywide

PROJECT TYPE
Planning Studies

FUNDING SOURCE	
FDEP Resilient Florida Grant	
Estimated Cost	$99,990

PROJECT PHASE
Planning

SCHEDULE	
Est. Start	October 2025
Est. Completion	December 2026

About the Project

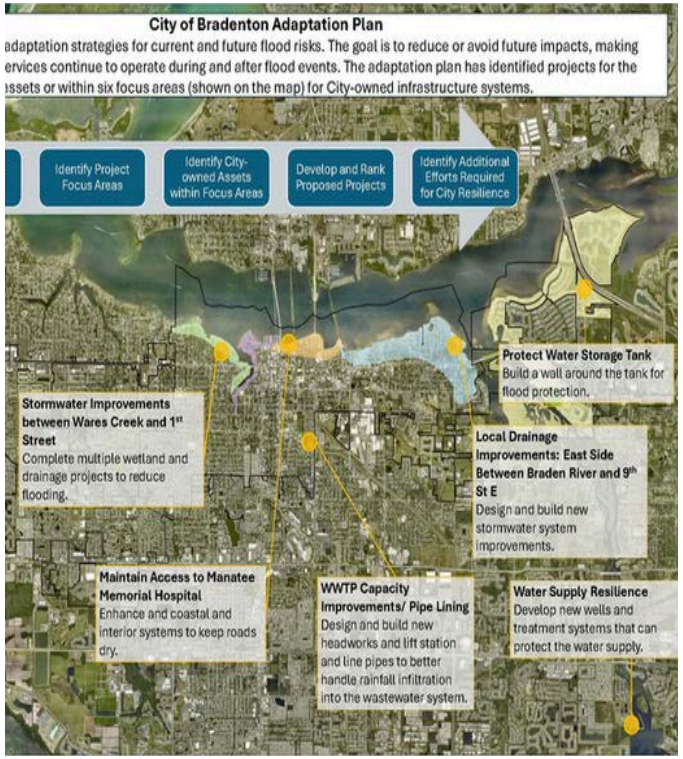
The City is developing an Adaptation Plan to evaluate current and future flood risks, including the impacts of sea level rise, and identify strategies and projects to protect vulnerable infrastructure, residents and critical City services.

Purpose

Identify vulnerabilities to flooding and sea level rise, reduce future risks and protect residents, City infrastructure and essential services.

This Quarter's Update

The second public outreach meeting was held on September 16, with Jacobs Engineering and City staff presenting 10 prioritized projects and gathering public feedback.



Stormwater Master Plan

Public Works & Utilities

DATE
September 24, 2026

PROJECT MANAGER
Kim Clayback, P.E.

LOCATION
Citywide

PROJECT TYPE
Planning Studies

FUNDING SOURCE	
FDEM	
Estimated Cost	$300,000

PROJECT PHASE
Planning

SCHEDULE	
Est. Start	TBD
Est. Completion	TBD

About the Project

The City is developing a citywide Stormwater Master Plan to evaluate its existing stormwater management system identify areas at risk of flooding and develop recommendations for future improvements.

Purpose

Assess and priortize stormwater needs, reduce flood risks and guide future investments in the City's drainage infrastructure.

This Quarter's Update

The City received $225,000 in federal funding through FEMA's Hazard Mitigation Grant Program toward the development of the plan. City Council approved the grant agreement on September 9.



WRF Facilities Plan

Public Works & Utilities

DATE
September 24, 2026

PROJECT MANAGER
Kim Clayback, P.E.

LOCATION
Citywide

PROJECT TYPE
Planning Studies

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$300,000

PROJECT PHASE
Planning

SCHEDULE	
Est. Start	June 2026
Est. Completion	October 2026

About the Project

The City is developing a 20-year Facilities Plan to evaluate its Water Reclamation Facility and wastewater collection system, identify infrastructure needs and recommend future improvements.

Purpose

Guide future investments in the City's wastewater infrastructure, maintain reliable service and support environmental and regulatory compliance.

This Quarter's Update

Woodard & Curran continues to meet weekly with City staff to review draft plans and incorporate feedback. The WRF Facilities Plan was presented during the Sept. 16 Public Works Projects Open House to share information and gather public input.



WTP Facilities Plan

Public Works & Utilities

DATE
September 24, 2026

PROJECT MANAGER
Kim Clayback, P.E.

LOCATION
Citywide

PROJECT TYPE
Planning Studies

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$640,000

PROJECT PHASE
Planning

SCHEDULE	
Est. Start	June 2026
Est. Completion	October 2026

About the Project

The City is developing a 20-year facilities plan to evaluate its water treatment plant and drinking water distribution system, identify infrastructure needs and recommend future improvements.

Purpose

Guide future investments in the City's drinking water infrastructure, maintain reliable service and support opportunities for external funding.

This Quarter's Update

Woodard & Curran continues to meet weekly with City staff to review draft plans and incorporate feedback. The WTP Facilities Plan was presented during the Sept. 16 Public Works Projects Open House to share information and gather public input.



WRF Electrical Master Plan

Public Works & Utilities

DATE

August 27, 2026

PROJECT MANAGER

David Lopez-Rivera

LOCATION

Citywide

PROJECT TYPE

Planning Studies

FUNDING SOURCE

Enterprise Funds

Estimated Cost	$156,612

PROJECT PHASE

Purchasing

SCHEDULE

Est. Start	August 2026
Est. Completion	January 2027

About the Project

The City is developing an electrical master plan for its Water Reclamation Facility to evaluate existing electrical systems, emergency backup power and future power needs as the facility continues to expand.

Purpose

Assess the capacity, reliability and resiliency of the facility's electrical systems and develop a plan for improvements needed to support current operations, future expansion and emergency power needs.

This Quarter's Update

The engineering agreement was approved on July 22, 2026. McKim & Creed consultants visited the WRF on August 27, 2026, to inspect the existing systems and collect data for the study.



Water Supply Planning Assistance

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Kim Clayback, P.E.

LOCATION
Citywide

PROJECT TYPE
Planning Studies

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$121,050

PROJECT PHASE
Planning

SCHEDULE	
Est. Start	February 2026
Est. Completion	September 2026

About the Project

The City is developing a long-term water supply plan to evaluate opportunities to increase its available water supply through the use of the aquifer recharge well at the Water Reclamation Facility.

Purpose

Identify potential water supply options, evaluate groundwater permitting requirements and develop recommendations to support the City's future water needs.

This Quarter's Update

The draft water supply planning report was received on Aug. 19. The report evaluates potential water suppy options and includes preliminary cost and schedule estimates for future improvements.



Seawall Feasibility Study

Public Works & Utilities

DATE
September 24, 2026

PROJECT MANAGER
Kim Clayback, P.E.

LOCATION
Citywide

PROJECT TYPE
Planning Studies

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$219,500

PROJECT PHASE
Planning

SCHEDULE	
Est. Start	July 2026
Est. Completion	TBD

About the Project

This feasibility study will evaluate approximately 18,500 linear feet of City-owned seawalls to assess their condition and identify necessary repairs and replacements.

Purpose

Prioritize seawall improvements, reduce future coastal flood risks and guide planning and funding for necessary repairs and replacements.

This Quarter's Update

City Council approved the agreement with HR Green on July 22. A project kickoff meeting was held on July 29, followed by a field review on August 26.



Water Model Update and Capacity Planning

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Kim Clayback, P.E.

LOCATION
Citywide

PROJECT TYPE
Planning Studies

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$271,500

PROJECT PHASE
Planning

SCHEDULE	
Est. Start	July 2026
Est. Completion	May 2027

About the Project

This project will update the City's water distribution model to reflect current conditions and projected water demands through 2045. The updated model will help identify system deficiencies, evaluate future capacity needs and prioritize improvements to the City's potable water infrastructure.

Purpose

Improve water system reliability, capacity and redundancy while guiding long-term capital planning and infrastructure investments.

This Quarter's Update

City Council approved the work assignment on July 22. The project kickoff was held July 30, with data collection completed August 30. Fieldwork scheduled to begin September 10.



Peracetic Acid Disinfection Pilot Study

Public Works & Utilities

DATE

September 2, 2026

PROJECT MANAGER

Brian Norman, P.E., P.M.P.

LOCATION

Citywide

PROJECT TYPE

Planning Studies

FUNDING SOURCE

Enterprise Funds

Estimated Cost	$124,900

PROJECT PHASE

Planning

SCHEDULE

Est. Start	July 2026
Est. Completion	January 2027

About the Project

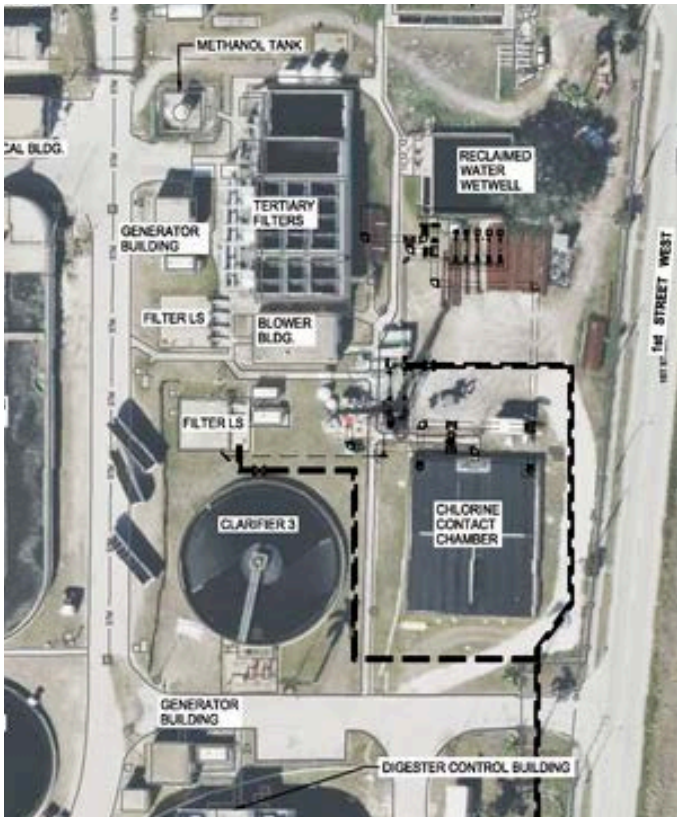
The pilot study will evaluate the effectiveness of peracetic acid (PAA) as an alternative disinfection method at the Water Reclamation Facility, including its potential to reduce nitrogen in treated wastewater and lower operating costs by reducing the need for additional treatment chemicals.

Purpose

Evaluate an alternative method to reduce nitrogen, maintain regulatory compliance and improve treatment efficiency.

This Quarter's Update

City Council approved the work assignment on July 22. Following the August 13 kickoff, the draft pilot plan was received September 1, with FDEP submission scheduled for September 21.



Utility Rate Study

Public Works & Utilities

DATE
September 2, 2026

PROJECT MANAGER
Kristofer Eccles, P.E.

LOCATION
Citywide

PROJECT TYPE
Planning Studies

FUNDING SOURCE	
Enterprise Funds	
Estimated Cost	$129,780

PROJECT PHASE
Data Collection

SCHEDULE	
Est. Start	October 2025
Est. Completion	November 2026

About the Project

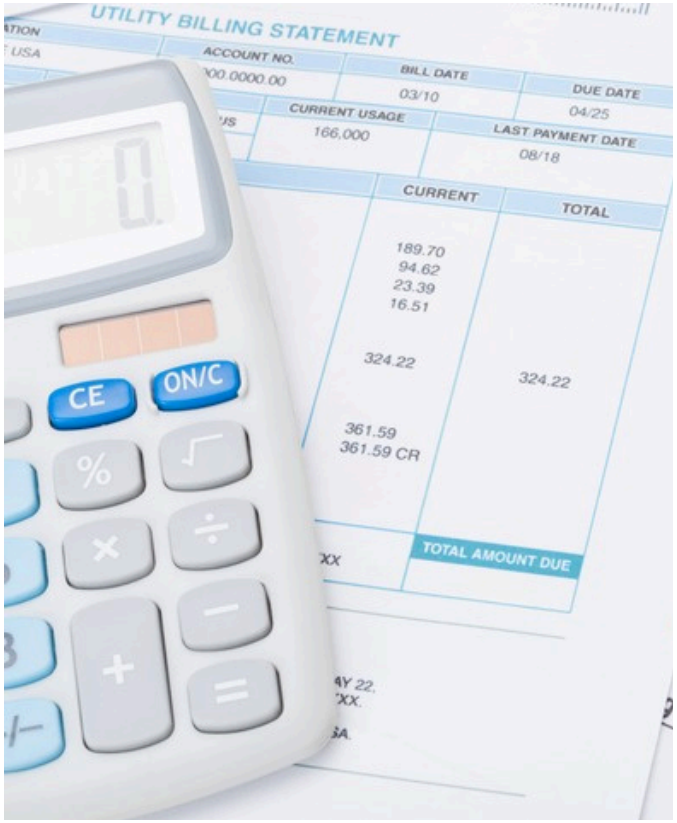
The City is conducting a comprehensive study of its water, wastewater and stormwater rates and fees to evaluate current rate structures and future revenue needs.

Purpose

Evaluate the City's utility rates and fees to determine whether they generate sufficient revenue to support ongoing operations, infrastructure improvements and future utility needs.

This Quarter's Update

Matrix Consulting continues to evaluate the City's water, wastewater and stormwater rate structures. Additional analysis is underway as the study progresses.



Traffic Data Analytics

Public Works & Utilities

DATE

September 2, 2026

PROJECT MANAGER

Kim Clayback

LOCATION

Citywide

PROJECT TYPE

Planning Studies

FUNDING SOURCE

TBD

Estimated Cost	$65,000

PROJECT PHASE

On Hold

SCHEDULE

Est. Start	TBD
Est. Completion	TBD

About the Project

This project includes hiring a roadway analytics vendor to provide traffic data collection to support planning, operations, and safety decisions across the City's transportation network.

Purpose

The purpose of this project is to obtain roadway data to support informed transportation planning, improve safety, and guide efficient infrastructure investment decisions.

This Quarter's Update

This project is on hold as of June 24, 2026.





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GRANTS/FUNDING UPDATE

PUBLIC WORKS & UTILITIES

CITY OF BRADENTON | PUBLIC WORKS & UTILITIES

Improving Our Community Through Grant Funding

A high-level view of grant projects strengthening essential services and infrastructure

TOTAL ACTIVE GRANTS

$101.5M

$95.0M grant funding + $6.4M City match

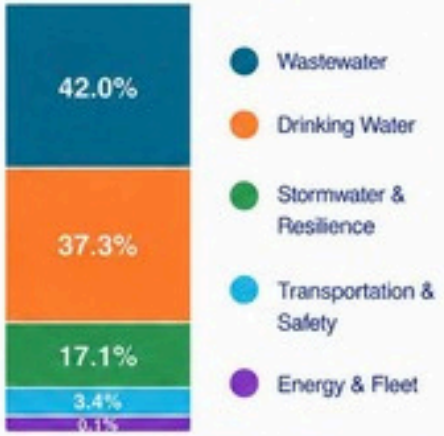
93.7% grant-funded

6.3% City match

29 ACTIVE GRANTS

5 COMMUNITY PRIORITIES

Where the investment goes



Share of active investment by community priority

Investment by community priority

Wastewater 11 active grants	**$42.7M**
Drinking Water 2 active grants	**$37.9M**
Stormwater & Resilience 10 active grants	**$17.4M**
Transportation & Safety 5 active grants	**$3.4M**
Energy & Fleet 1 active grant	**$0.1M**

What this funding supports

Clean, Reliable Drinking Water
Upgrades to water systems, distribution, and regional interconnects

Resilient Wastewater Infrastructure
Treatment capacity, system rehabilitation, and lift station improvements

Flood Protection & Resilience
Drainage upgrades, stormwater planning, and resilient infrastructure

Safe & Connected Transportation
Sidewalks, trails, roadway safety, and traffic flow improvements

Smarter Public Operations
Energy-efficient vehicles, equipment, and municipal operations

Figures are rounded to the nearest $0.1 million. Exact total investment: $101,465,835, including required City match.

As of September 15, 2026

Date	Agency	Project	Grant Amount	Match Amount
	Active			
2022-07	FDEP - ARPA	Eastside Drainage Improvements From 8th Ave E to 13th Ave E	$ 1,145,000	$ 1,145,000
2023-07	FDEP - ARPA	LS03 Expansion and LS13 Demolition	$ 2,937,875	$ 2,937,875
2023-07	FDEP - Resilient Florida Program	Vulnerability Assessment and Adaptation Plan	$ 120,000	$ 60,000
2023-07	FDEP - State Appropriation	Sanitary Sewer Lining Program for Infiltration/Inflow Reduction	$ 375,000	$ -
2025-07	FDEP - Resilient Florida Program	Adaptation Plan	$ 80,000	$ 40,000
2025-07	FDEP - State Appropriation	25th Ave W and 22nd St W Stormwater Improvements (Fairfield Acres)	$ 400,000	$ -
2026-07	FDEP - State Appropriation	Lift Station 08 Relocation	$ 3,000,000	$ -
2025-07	FDEP - Resilient Florida Program	Lift Station 08 Relocation	$ 2,000,000	$ 2,000,000
2025-07	FDEP - State Appropriation	Sanitary Sewer Lining Program for Infiltration/Inflow Reduction	$ 750,000	$ -
2025-07	FDEP - State Appropriation	SW Ward 5 Drainage Improvements	$ 1,550,000	$ -
	FDEM - Hazard Mitigation Grant Program	SW Ward 5 Drainage Improvements	$ 163,013	$ 54,338
2025-07	FDEP - State Appropriation	WRF Equalization Tank	$ 2,000,000	$ -
2025-07	FDEP - State Appropriation	WRF Off Line Storage Pond (Reject Tank)	$ 3,000,000	$ -
2023-08	FDEP - State Appropriation	WRF Injection Well Pump Station	$ 3,000,000	$ -
2024-01	FDOT - Safe Routes to School	Manatee Elementary Sidewalk Improvements	$ 659,101	$ -
2024-12	FDOT - Transportation Alternatives	Southern Parkway Trail and Streetscape	$ 992,252	$ 12,000
2026-02	HUD - Community Development Block Grant	WRF Filter Upgrades	$ 404,684	$ 33,516
2023-07	DoE - Energy Efficiency and Conservation Block Grant	Hybrid Vehicles - (4) Toyota Cross	$ 120,510	$ -
2026-01	USDOT - Safe Streets For All	Safety Action Plan and Countermeasure Demonstration Project	$ 280,000	$ 70,000
2021-08	FDOT - Safe Routes to School	Prine Elementary / Southern Pkwy Sidewalk Improvements	$ 402,000	$ -
	FDEM - Hazard Mitigation Grant Program	Stormwater Master Plan	$ 225,000	$ 75,000
	HUD - Economic Development Initiative - Community Project Funding (CPF)	City Park Development	$ 3,000,000	$ -
	Federal Earmark - Congestion Management	State Road 64 Traffic Congestion Alternatives	$ 1,000,000	$ -
2025-11	FDEP - State Revolving Fund (Principal Forgiveness)	SAHM Drinking Water	$ 35,139,169	$ -
2025-11	FDEP - State Revolving Fund (Principal Forgiveness)	SAHM Clean Water	$ 19,166,503	$ -
	Community Development Block Grant - Disaster Relief	Water Interconnects with Manatee County	$ 2,750,000	$ -
	Community Development Block Grant - Disaster Relief	Sanitary Sewer Lateral Lining	$ 1,050,000	$ -
	Community Development Block Grant - Disaster Relief	Riverside Drive Drainage Improvements	$ 3,400,000	$ -
	Community Development Block Grant - Disaster Relief	2nd Avenue Drainage Improvements	$ 3,900,000	$ -
	Community Development Block Grant - Disaster Relief	Crescent Court Drainage Improvements	$ 5,000,000	$ -
			$ 98,010,107	**$ 6,427,729**

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WOODARD & CURRAN REPORT

PUBLIC WORKS & UTILITIES

Water Reclamation Facility Operations Update

Public Works & Utilities | Operations Partner: Woodard & Curran

Overview

Woodard & Curran provides operational and maintenance support for the City's Water Reclamation Facility, sanitary sewer collection system, and lift stations. During this quarter, work focused on regulatory compliance, collections system integration, construction-related operational challenges, safety improvements, and ongoing support for Face It, Fix It projects.

This update summarizes key operational activity and performance trends from April to June 2026.



Quarterly Operations Summary

- Continued regulatory monitoring and required reporting to FDEP, with operational adjustments to address permit exceedances and treatment challenges associated with Clarifier 4 construction.
- Completed electrical and mechanical repairs throughout the facility, including improvements to the headworks electrical panel, clarifiers and Digester No. 2.
- Repaired a pump and electrical failure in June that temporarily interrupted reclaimed water service to the golf course and Pirate City. Service was restored.
- Continued lift station inspections, sewer line cleaning, equipment repairs and collection system maintenance.

Quarter at a Glance

- ✓ 1,795 maintenance work orders completed
- ✓ 1,941.93 tons of biosolids removed
- ✓ 98.3+% regulatory compliance average
- ✓ Major electrical and mechanical repairs completed at Water Reclamation Facility.
- ✓ Reclaimed water service restored following June's pump and electrical failure.