AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, August 27, 2025
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Councilwoman Jayne Kocher

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

4. PRESENTATIONS

a) Legislative: Florida Department of Transportation (FDOT) - Bradenton Palmetto Connector

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) City Administration: Resolution 25-56 - Citywide Law Enforcement Strategic Operations and Emergency Operations Specialist Supervision During Emergency Declarations and Operations Policy
Resolution 25-56
b) City Administration: Resolution 25-73 - Contract and Document Management Policy and Procedures
Resolution 25-73
c) Clerk: Minutes from the May 21, 2025, City Council Workshop
05-21-2025 City Council Workshop Minutes
d) Clerk: Minutes from the June 18, 2025, City Council Workshop
06-18-2025 City Council Workshop Minutes
e) Clerk: Minutes from the July 22, 2025, City Council Workshop
07-22-2025 City Council Workshop Minutes
f) Clerk: Minutes from the July 30, 2025, City Council Budget Workshop
07-30-2025 City Council Budget Workshop Minutes

g) Fire: Interlocal Agreement (ILA) with Manatee County for Emergency Dispatch Services
ILA for Emergency Dispatch Services

h) Information Technology: Sarasota County Technology Service Agreement

i) Police: Agreement with Florida High School for Accelerated Learning for School Resource Officer (SRO) Services
Agreement with Florida High School for Accelerated Learning

j) Police: Budget Adjustment BA25-09
Budget Adjustment BA25-09

k) Public Works & Utilities: Grant Agreement L0150 with the Florida Department of Environmental Protection (FDEP) for the Lift Station 08 Relocation Project
Agreement Number L0150 with the FDEP

l) Public Works & Utilities: Grant Agreement L0153 with the Florida Department of Environmental Protection (FDEP) for the Water Reclamation Facility Equalization Tank Project
Agreement Number L0153 with the FDEP

m) Public Works & Utilities: Utility Easement at 2905 59th Street West - Public Safety Operations Center (PSOC)
Easement Description

n) Public Works & Utilities: Water Main Improvements Change Order No. 3 - Ward 5
Change Order No. 3

o) Public Works & Utilities: Work Assignment for Sanitary Pipe Lining at 59th Street West and Cortez Road West - Ward 1
Work Assignment
Scope of Work
Proposal from Atlantic Pipe Services

p) Public Works & Utilities: Work Assignment for Water Main Improvements on 13th Avenue West and 2nd Street West - Ward 5
Work Assignment
Scope of Work
Proposal from Woodruff & Sons, Inc.

q) Public Works & Utilities: Work Assignment for Sanitary Pipe Lining on LS23A - Ward 1
Work Assignment
Scope of Work
Proposal from Atlantic Pipe Services

r) Purchasing: Agreement PB-25-041NT with SAG Cocoa, LLC. D/B/A Cocoa Ford
Agreement PB-25-041NT with SAG Cocoa, LLC

s) Purchasing: Contract for Fire Station #2 Mast Arm Fabrication and Installation with Traffic Management Solutions, LLC
Contract for Fabrication and Installation of Mast Arm

t) Purchasing: Contract for RFP-25-023MK for Asphalt Repair and Replacement Services with Southern Striping Solutions, LLC DBA Collier Paving & Concrete

Contract with Southern Striping Solutions, LLC

u) Purchasing: Notice of Recommended Award (NORA) for IFB 25-026MK Concrete Repair and Replacement Services
25-026MK NORA Packet

v) Purchasing: Second Contract Extension of RFP 23-010EJ with Stantec Consulting Services, Inc.
Second Contract Extension with Stantec Consulting Services, Inc.

w) Purchasing: Term Contract for Pavement Marking and Striping Services with McShea Contracting, LLC.
Term Contract for Pavement Marking and Striping Services with McShea Contracting, LLC.

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

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

a) Event Review Committee: Bradenton Riverwalk Half Marathon 10K and 5K
Bradenton Riverwalk Half Marathon 10K and 5K Application and Site Plan

b) Public Works & Utilities: East Bradenton Park Improvements - Manatee County Proposal
East Bradenton Park Improvements Proposal

c) Public Works & Utilities: The Metropolitan 2A and 2B Solid Waste Concierge Service
Solid Waste Management Plan

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. 4.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Gene Brown, Legislative

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Florida Department of Transportation (FDOT) - Bradenton Palmetto Connector

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

ATTACHMENTS:

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-56 - Citywide Law Enforcement Strategic Operations and Emergency Operations Specialist Supervision During Emergency Declarations and Operations Policy

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The purpose of this policy is to establish the direction line of supervision over the Citywide Law Enforcement Strategic Operations and Emergency Management Specialist during operations leading up to, during and after a declared State of Emergency and/or when normal City operations are otherwise declared suspended.

As the duties relative to the emergency management component of this position are for Citywide disaster operations, and not specific to Police operations, it is essential that direct supervision of this position during disaster emergencies and/or when normal City operations are otherwise declared suspended is vested with the City Administrator, or designee.

Chief Cramer and City Administrator Perry discussed this policy and recommend approval.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve Resolution 25-56.

ATTACHMENTS:
Resolution 25-56

CITY OF BRADENTON
RESOLUTION NUMBER 25-56

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE PURPOSE, POLICY AND PROCEDURES GOVERNING THE CITY OF BRADENTON CITYWIDE LAW ENFORCEMENT STRATEGIC OPERATIONS & EMERGENCY MANAGEMENT SPECIALIST SUPERVISION DURING EMERGENCY DECLARATIONS & OPERATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citizens of the City of Bradenton depend on City employees before, during and after an emergency or disaster, whether man-made or natural in origin, to provide quality customer service in maintaining and/or restoring essential public services for health, safety and quality of life; and

WHEREAS, on June 20, 2023, the City created a position for a Citywide Law Enforcement Strategic Operations & Emergency Management Specialist, which position falls under the Patrol Support Division of the Bradenton Police Department; and

WHEREAS, this position is a professional, administrative, and analytical position directly supporting the City Administrator's Office, the City of Bradenton, and the Chief of Police during normal City operations; and

WHEREAS, the duties of this position that pertain to emergency management are for Citywide disaster operations, and not specific to Police Operations, and it is essential that direct supervision of this position during disaster emergencies and/or when City operations are otherwise declared suspended is vested with the City Administrator, or designee; and

WHEREAS, City Council wishes to establish this Policy memorializing that once an emergency or suspension of normal operations has been declared, the Citywide Law Enforcement Strategic Operations & Emergency Management Specialist will directly report to the City Administrator or designee until the declaration of emergency or suspension of operations has been lifted.

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

1. The City of Bradenton hereby adopts the City of Bradenton Citywide Law Enforcement Strategic Operations & Emergency Management Specialist Supervision During Emergency Declarations & Operations Policy.

2. Said Policy consists of 1 page and is attached to and made a part of this Resolution.

3. Effective Date. This Resolution shall take effect immediately.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 27TH DAY OF AUGUST, 2025.

ATTEST:

_____	_____
TAMARA MELTON CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

CITY OF BRADENTON CITYWIDE LAW ENFORCEMENT STRATEGIC OPERATIONS & EMERGENCY MANAGEMENT SPECIALIST SUPERVISION DURING EMERGENCY DECLARATIONS & OPERATIONS POLICY

Approved by City Council – Resolution 25-56 dated August 27, 2025

PURPOSE: The purpose of this policy is to establish the direct line of supervision over the Citywide Law Enforcement Strategic Operations & Emergency Management Specialist during operations leading up to, during and after a declared State of Emergency and/or when normal City operations are otherwise declared suspended.

OVERVIEW: On June 20, 2023 the City created a position for a Citywide Law Enforcement Strategic Operations & Emergency Management Specialist. This position falls under the Patrol Support Division of the Bradenton Police Department. However, this position is a professional, administrative, and analytical position directly supporting the City Administrator's Office, the City of Bradenton, and the Chief of Police. During normal City operations, supervision for this position is received from the Mayor, City Administrator, Chief of Police, or designee.

The following essential duties of this position are directly related to Emergency Management:

- Performing coordination of disaster management support operations in conjunction with the County Emergency Operation Center (EOC), the City Public Operations Center (PSOC), to include the provision of information, reports, briefings regarding situational awareness and recommendations to the Mayor, City Administrator, the City's Executive Policy Team, Bradenton Police Department, Bradenton Fire Department or Multi-Agency Coordination (MAC) Group, and others.
- Analyzing and resolving difficult outcomes in conjunction with the City Administrator's Office and is considered emergency critical for disaster response.
- Compiles and analyzes hazard identification and risk assessment data from a variety of sources and disseminates findings and/or incorporates results in emergency plans, as applicable.

As the duties relative to the emergency management component of this position are for Citywide disaster operations, and not specific to Police operations, it is essential that direct supervision of this position during disaster emergencies and/or when City operations are otherwise declared suspended is vested with the City Administrator, or designee.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration.

PROCEDURES:

Once an emergency or suspension of normal operations has been declared, the Citywide Law Enforcement Strategic Operations & Emergency Management Specialist will directly report to the City Administrator or designee until the declaration of emergency or suspension of operations has been lifted.

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-73 - Contract and Document Management Policy and Procedures

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City Council wishes to establish a system to maintain the official records of the City of Bradenton in an organized and efficient manner and create a policy memorializing the location of stored documents for future reference in accordance with State record retention schedules and internal policies.

The procedures to be followed by City personnel pursuant to this policy will aid in more accurate and timely responses to public records requests relative to official records on file with the City.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve and adopt Resolution 25-73.

ATTACHMENTS:

Resolution 25-73

CITY OF BRADENTON
RESOLUTION NUMBER 25-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE PURPOSE, POLICY AND PROCEDURES RELATIVE TO THE MAINTENANCE OF OFFICIAL RECORDS OF THE CITY; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to establish a system to maintain the official records of the City in an organized and efficient manner; and

WHEREAS, the City of Bradenton uses several software applications as document repositories for all official contracts, agreements and documents entered into by the City of Bradenton; AND

WHEREAS, the City Council of the City of Bradenton desires to establish a policy to memorialize the location of stored documents for future reference in accordance with State record retention schedules and internal policies; and

WHEREAS, the procedures to be followed by City personnel pursuant to this Policy will aid in more accurate and timely responses to public records requests relative to official records on file with the City;

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

1. The City of Bradenton hereby adopts the Contract and Document Management Policy & Procedures;

2. Said Policy consists of 8 pages and is attached to and part of this Resolution;

3. Effective Date. This Resolution shall take effect immediately upon adoption and shall repeal and replace all prior resolutions in conflict herewith.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 27th DAY OF AUGUST, 2025.

ATTEST:

_____
Tamara Melton,
CITY CLERK

_____
Gene Brown,
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

CONTRACT AND DOCUMENT MANAGEMENT POLICY & PROCEDURES

Approved by City Council – Resolution 25-73 dated August 27, 2025

PURPOSE: The purpose of this policy is to establish uniform procedures governing the handling and maintenance of all contracts and documents as official records of the City of Bradenton and to memorialize the location of stored documents. Using this Policy as a reference, City personnel will know where documents are to be memorialized for future reference. This will also aid in more accurate and timely responses to public records requests relative to official records on file with the City.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration as it relates to the proper handling and maintenance of the official records of the City of Bradenton in accordance with State record retention schedules and internal policies.

DEFINITIONS: In brief, the following products are used for City document retention:

PowerDMS is web-based software that performs the electronic maintenance and administration of policies, procedures, certifications and related documents. It enables its administrators to distribute policies, train personnel, perform tests and surveys, with workflow providing a tracking mechanism. Documents stored in PowerDMS are easily revised.

Laserfiche is an electronic records/document management/storage system that the City uses as its primary records repository. These records are generally not "active" in that they do not purposefully undergo multiple revisions. Scanned records may be accessed from any location, making Laserfiche suitable for disaster recovery.

Munis' TCM (Tyler Content Manager) is "cloud based" and allows the City to capture and archive electronic information from within the Munis enterprise system modules. Reports and other documents may be generated, scanned or imported, and archived for later reference.

SCOPE/APPLICABILITY: These software applications are used City-wide. This "usage" policy applies to documents generated by all Departments.

PROCEDURES:

A. MUNIS/Contract Module:

Pursuant to this Contract and Document Management Policy, the following documents are to be entered, uploaded and maintained in the Munis Contracts Module by the responsible department as specified below:

- **Contracts** – both financial and non-financial in nature (**Purchasing Department**)
- **Agreements** – i.e. interlocal agreements and those with non-financial obligations of resources or deliverables (**City Clerk Department**)
- **Leases** – both 'incoming' and 'outgoing' (revenues and expenditures) – (**Purchasing for Equipment/Vehicles – Administration for Real Estate**)
- **Grants** – award documents with details needed for financial reporting – **Finance Department**
- **Bids – Purchasing Department**
- **Performance Bonds – City Administration Department**
- **State Revolving Funds Loan Docs** (Master Agreement) – **Finance Department**
- **Piggyback Contracts – Purchasing Department**

The City of Bradenton has purchased the Contracts Management Module in the Munis system. The intent is to use the system as a document repository, which will provide a centralized location in which to maintain copies of all official contracts and agreements entered into by the City of Bradenton. This module will allow all departments to access information relative to existing agreements at any time by performing a search within Munis.

The City Clerk may add other types of similar documents that should be maintained in this manner.

Upon receipt of a fully executed Contract, the Purchasing Department will obtain a W-9 from any new vendor that is not already set up in the MUNIS system. This W-9 will be forwarded to the Finance Department to ensure the Vendor is established in MUNIS and timely payment of purchase orders can be made. A copy of the fully executed document will be uploaded into Munis' Content Management System (TCM) under the established Vendor number and the original will be returned to the originating department for safe record keeping by that department in adherence to applicable retention regulations.

For all contracts under the Administration approval threshold that do not require Council approval, copies **must** be forwarded to the City Clerk and Purchasing Departments.

The department contact responsible for the document may also include any additional information or notes that they deem appropriate once the document has been entered into Munis, as well as scan and enter additional documentation.

Contract/Document Entry Procedures for use by the responsible Department are attached to this document for reference only and are subject to change.

B. Laserfiche:

Pursuant to this Contract and Document Management Policy, Laserfiche is used as the official document repository for the City and is to be used for the long-term storage of static documents, and are to be entered, uploaded and maintained in Laserfiche by the responsible department as specified below, such as:

- Ordinances and Resolutions – **City Clerk Department**

- Meeting Agenda Packets and Minutes for City Council – **City Clerk Department**
- Meeting Agendas and Minutes for all other Boards – **The Department Board Liaison**
- Contracts – **City Clerk Department**
- Agreements – **City Clerk Department**
- Leases – **City Clerk Department**
- Performance Bonds – **City Clerk Department**
- Grants – **Finance Department**
- State Revolving Fund Loan Documents – **Finance Department**

C. PowerDMS

Pursuant to this Contract and Document Management Policy, PowerDMS is used to store documents that are updated on a regular basis, as well as materials that require employee review, and are to be entered, uploaded and maintained in PowerDms by the responsible department as specified below such as:

- Policies and Procedures – **City Administration Department**
- Emergency Management Plan – **Fire Department**
- COOP – **Fire Department**
- Employee Handbook – **Human Resources Department**
- Standard Operating Procedures – **By the originating Department**
- Manuals – **By the originating Department**

EXCEPTIONS: Any exceptions to this Policy shall be brought to the attention of the City Administrator, or designee.

DEPARTMENT
MUNIS (TYLER) CONTRACT/DOCUMENT ENTRY PROCEDURES

Before entering a contract, check to see if the contract has already been entered into the system using the procedures outlined in Section C of these procedures. If entering a contract extension, add the contract extension to the existing contract using Contract Central.

Contract Entry can be found on the Tyler Menu at:

Financials > Purchasing > Contract Management > Contract Entry

On the Ribbon bar click Add (+)

Purchasing will enter in the contract number associated with the solicitation.

All other contract numbers will automatically be assigned by Munis

Method – the default is **not to exceed**.

Vendor – Click on the three dots in the vendor field to search for vendor name. If it is a contract of a non-monetary nature and there is no existing vendor (i.e. leases, performance bonds), the vendor # 888888 should be used to enter the contract in Munis. If vendor doesn't exist, add the vendor's name in the User Defined tab.

If the contract is a multi- year contract, check the "to be rolled" box. This also applies to a contract that is only 1 year in length, but with the ability to renew/extend.

Dept/Loc – enter the appropriate number for the department that is responsible for the contract as listed on the contract cover sheet.

Description – enter a basic description of the contract (i.e. cell tower lease)

Year/Period – enter the fiscal year and period in which the contract originated

Type – Choose the appropriate contract type from the drop-down menu.

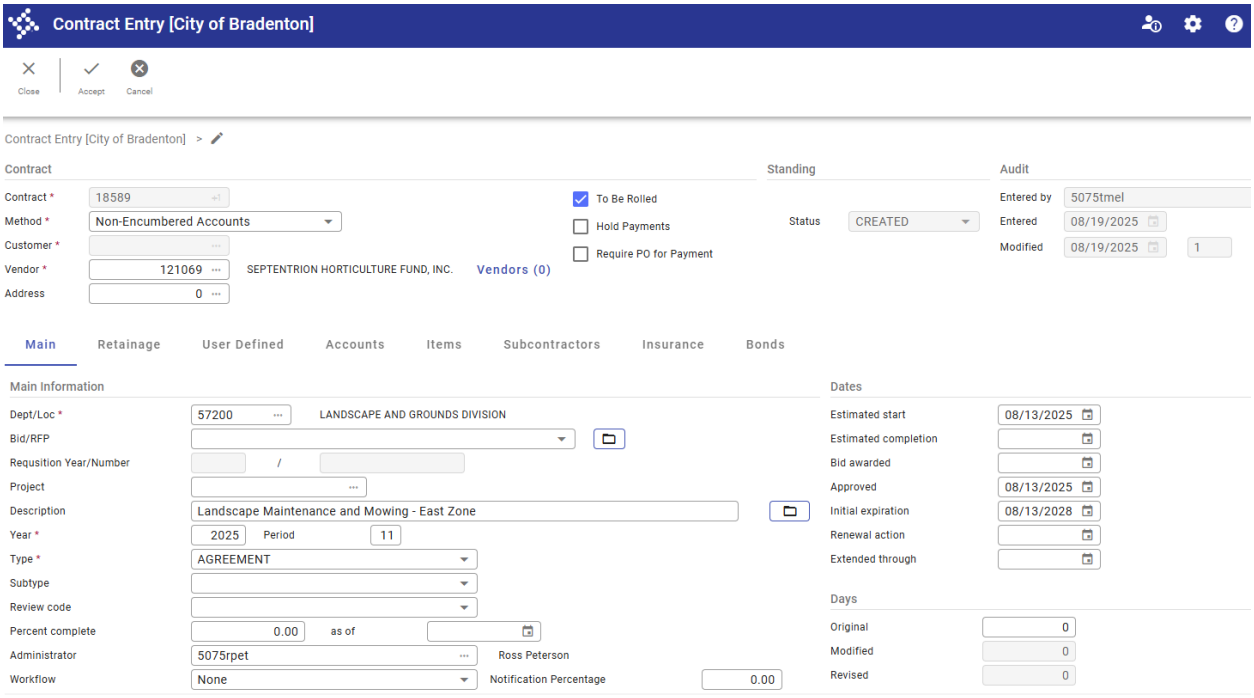
Subtype – if applicable, choose the appropriate subtype from the drop-down menu

Administrator – this is the MUNIS user responsible for maintenance of the contract

Workflow – The value from this list determines the Workflow settings for the administrator (this is only relative to financials (i.e. notifications when invoices are generated and need to be approved, etc.). The default is "None". This should remain "none" Until the City decides to move forward with full implementation of the Contracts Module.

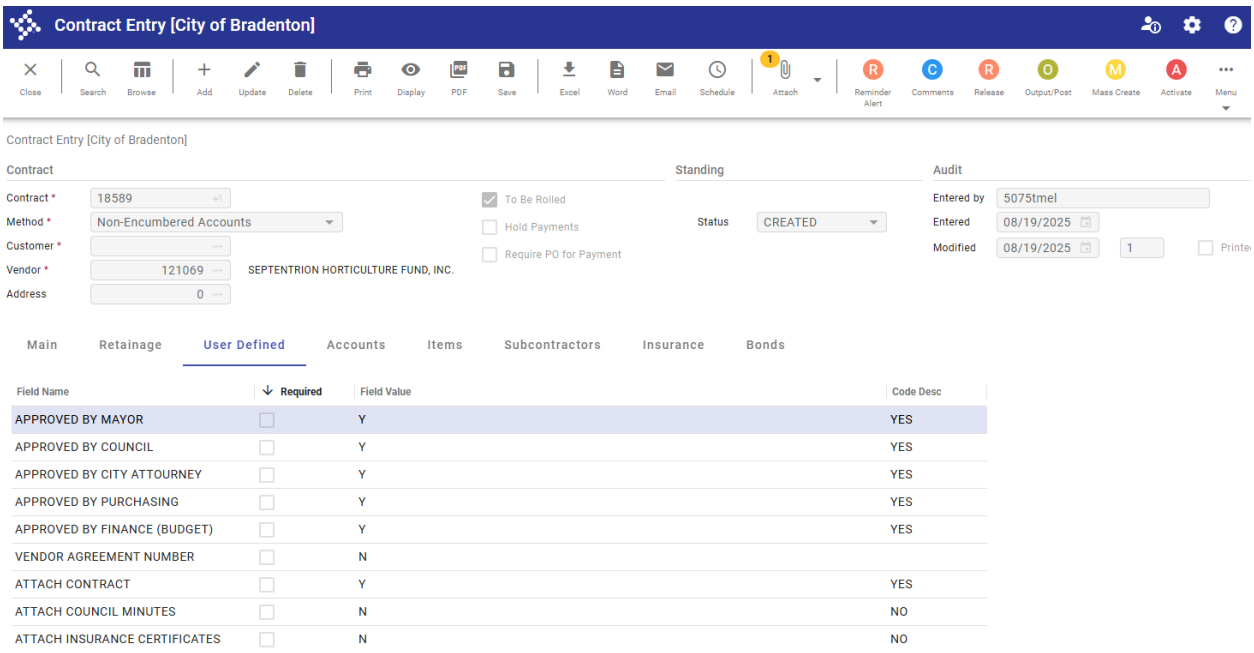
The boxes in the **DATES** group define the various deadline and milestone dates for the contract

- Start Date
- Completion Date (for projects)
- Bid Award
- Approved by Council
- Expiration – Original Expiration

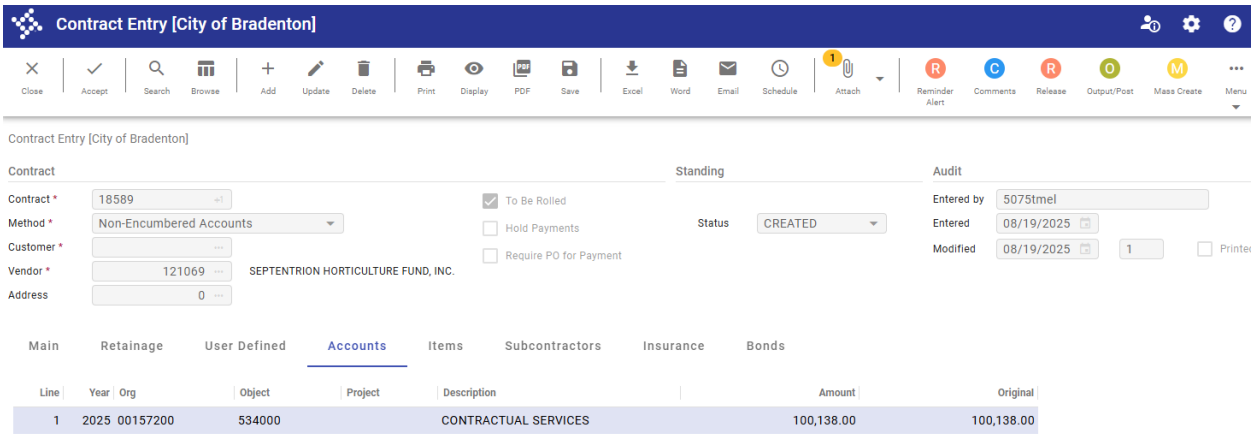


Next go to the **User Defined** Tab. Complete each required field with the appropriate response ("y" or "n") and enter a Vendor Contract number if one exists. All contracts which exceed $75,000.00 **must be** reviewed by City Attorney, approved and signed by Council. All contracts under $75,000.00 must be approved pursuant to the threshold guidelines contained in the City's Purchasing Policy. Underneath the Attach Insurance Certificates line is the Vendor Name. Please be sure to enter the vendor's name in this field even if a vendor number is provided in order to ensure all contracts show up when running reports.

After completed hit accept and then click on the accounts/amounts tab.



The **Amounts** Tab is where you enter the amount of the expenditure for that fiscal year. If the contract extends through multiple years, then you will enter the expenditure for each year.



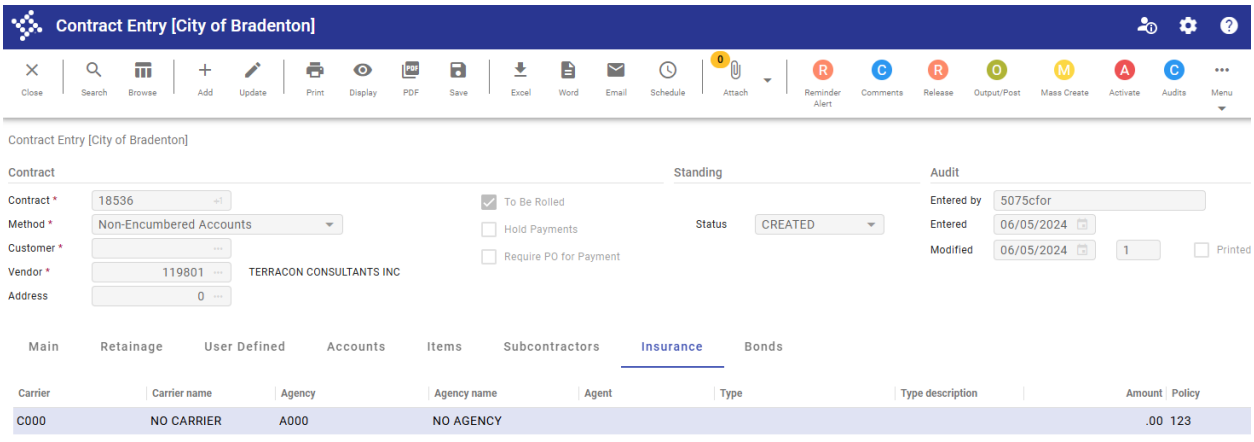
Click Accept (checkmark) – Then choose:

The **Insurance** Tab and **update.** This is where you would enter liability insurance information. Go to the insurance tab and choose the Carrier, Name and Agency from the drop down menus. Sometimes this kicks you out to the main screen. If it does, just hit the insurance tab again and then **UPDATE – not (+) add as this will bring you to a new contract.**

Type – would be chosen from drop down menu – currently only general liability. Then include:

- Amount of Policy
- Policy #
- Issue Date
- Expiration Date

Click **Accept –**



To attach the contract in TCM:

- Choose Attachments (paperclip symbol) from Ribbon Bar
- Add (+) – Select Contract Attachment

- Create new document
- Choose the Upload (arrow) from ribbon bar (import attachment)
- Choose file to be uploaded
- Click Import
- Click Save (disk from ribbon bar) – save document to content manager

Once all information and documentation has been entered you will then release the Contract or Post/Outpost, which will update the contract to approved status.

If you need to make changes to a contract that is posted you will then have to go into Contract Change Orders within Munis.

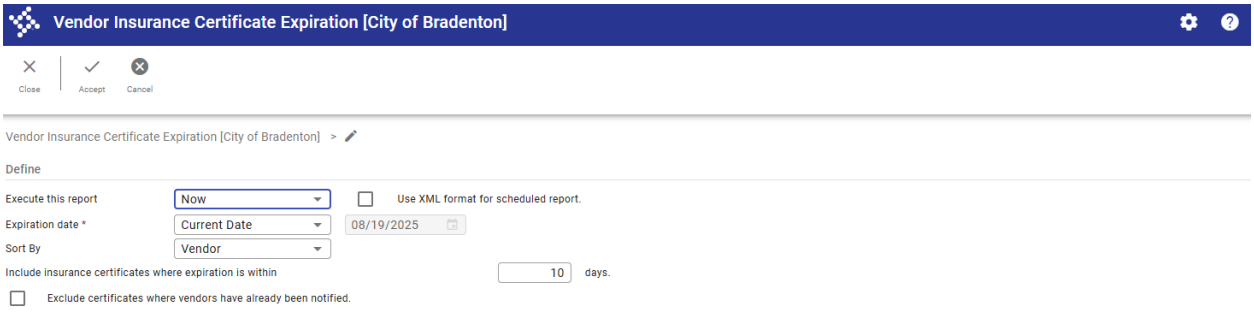
TO RUN REPORTS:

A. Insurance Certificate Expirations

To run a Report RE: Insurance certificate expirations:

Financials >Accounts Payable>Vendor Processing>Vendor Insurance Certificate Expiration

- Then click define on top menu
- Execute this report: Now
- Use Current Date
- Input how many days before expiration you wish to run the report
- Click Accept



Then convert to an excel spreadsheet by clicking on the excel button on top menu bar.

B. Complete list of Contracts

For a complete list of all contracts go into the Munis Contract Entry page

For an Excel spreadsheet version search>accept>excel then in the left-hand side of the column check all of those fields that you want referenced in your report

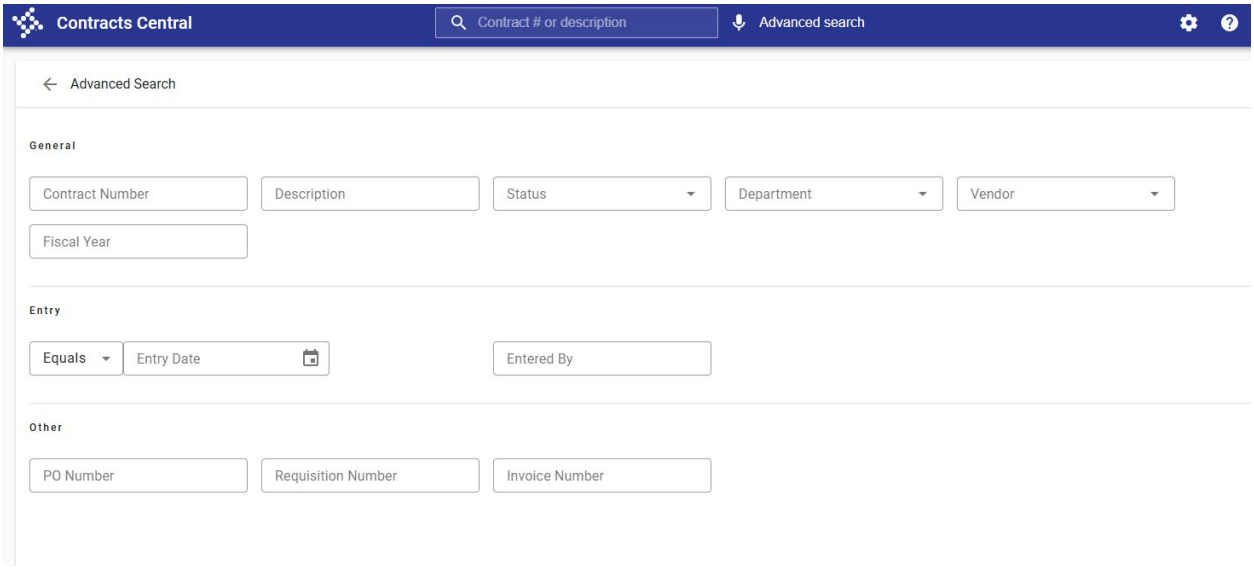
For a more specific search or report, fill in the field for the criteria that you seek to find in your report (i.e., contract expiration date), then follow the steps above.

C. Vendor Specific contract search

To check to see if we have a contract with a certain vendor, in MUNIS – go to:

Financials >Purchasing>Contract Management>Contract Central

Enter the contract number or description if you have one in order to search. This may not work for those contracts entered using the 888888 vendor code. If you have a vendor with an assigned number, go into the Contract Entry Page click search at the top, type in that vendor number, and hit accept. This will bring up all contracts entered for that vendor number. If you do not have that information, you can do an advanced search and input the information that you have:



D. Contract Expiration Date Check

To run a report showing what contracts have upcoming expiration dates:

Financials>Purchasing>Contract Management>Contract Entry

Hit search on the top menu bar:

a) To check for those with initial expiration dates in that box input a date range that you are search for (i.e. those expiring within the next 90 days) – Example: 01/01/2025:06/30/2025 and hit except.
b) To check for those with renewal action complete the same search with date ranges in the "renewal action" date box
c) To check for those contracts with extended expirations, complete the same search with date ranges in the "Extended through" date box

Hit **accept**

This will generate a list of all contracts set to expire within that date range.

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the May 21, 2025, City Council Workshop

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the May 21, 2025, City Council workshop.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the May 21, 2025, City Council workshop.

ATTACHMENTS:
05-21-2025 City Council Workshop Minutes

CITY OF BRADENTON

CITY COUNCIL WORKSHOP MINUTES
May 21, 2025
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, May 21, 2025.

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

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Brian Canaday, Assistant Fire Chief; Chief Melanie Bevan, Police Department; Irvin Lee, Public Works & Utilities Director; Robin Singer, Planning & Community Development Director; Karen Lanke, IT Director; Mindy Whalen, Executive Assistant; and Scott Rudacille, City Attorney.

The workshop was called to order by Mayor Gene Brown at 8:30 a.m.

Citizen Comment:

Ben Bakker, 114 22nd Street West, explained that he was in the permit process for keeping of live poultry and offered to answer any questions Council may have.

Discussion Topics:

a) Public Works & Utilities: Community Capital Improvements

Rob Perry, City Administrator, and Kim Clayback, Engineering Section Manager, presented an overview of capital improvements, which included:

- Past Capital Projects and Assets
- Infrastructure Categories
    - Right of Way
        - Roadway and Roadway Safety
        - Sidewalks
    - Utilities
        - Stormwater
        - Potable Water
        - Water Treatment Plant
        - Sanitary Sewer
- Studies Finding
    - Rate Study
    - Seawall Feasibility Study
    - Stormwater Feasibility Study
    - Water Transmission Main Routing Study
- New Funding Request

- Right of Way and Utility Projects
- Funding Opportunities

Councilwoman Barnebey asked if a public meeting was scheduled for the Southern Parkway. Ms. Clayback announced that a public meeting was scheduled, and the presentation would be shared with Council.

Councilwoman Gonzalez Moore inquired if pipe lining would correct dips and potholes in the roadway. Ms. Clayback replied that if the dips or depressions in the roadway were due to pipe failures, then yes. However, she continued, potholes were not usually caused by pipe failures.

The meeting was recessed at 9:36 a.m. and reconvened at 10:37 a.m.

b) Public Works & Utilities: Wastewater

Mr. Perry presented a contract with Woodard & Curran for a fiscal solution of a team that would value our expertise, look at funding resources, and prioritize a strategic plan. He said that the matter would come before them at a regular City Council meeting.

Key highlights of the agreement were:

- Ensures wastewater facility is maintained and operated efficiently.
- Oversee routine operations and ensure regulatory compliance.
- Collaborate on reporting, data/cyber security as well as campus security, and capital improvements.
- The City of Bradenton maintains full financial oversight. Responsible for funding major projects and upgrades, ensuring compliance, and obtaining necessary permits to protect assets.
- Transition meetings and weekly touch base meetings.
- Cost plus fixed fee margin – reimbursement of actual cost plus a fixed fee of 8%.
- Termination provisions – either party has a structured exit process.
- Financial Safeguard – invoices unpaid for 45 days will result in temporary suspension of services.
- Compliance and risk management – currently, the plant does not meet Florida Department of Environmental Protection (FDEP) permit standards. The agreement included a capital investment strategy to improve compliance while outlining liability protections.

c) Public Works & Utilities: American Public Works Association (APWA) Accreditation

Brandy Colandrea, the Deputy Director of Public Works and Utilities, stated that the APWA was a national organization that establishes best practices for the public works sector. She felt that the accreditation enhances the professionalism and efficiency of the organization and promotes collaboration with other cities.

Ms. Colandrea announced the accreditation leads to measurable improvements in service delivery, efficiency, and long-term infrastructure planning. She added that the community would benefit by

ensuring the best possible service while maintaining financial responsibility. Ms. Colandrea concluded that Matrix Consulting Group could provide the much-needed assistance in receiving the accreditation and a contract for their services would come before Council for approval.

d) Planning & Community Development: Keeping Live Poultry Permitting Process

Robin Singer, Planning Community Development Director, provided an update on the permitting process for keeping live poultry.

There was a discussion regarding neighborhood disputes, setbacks, and inspections.

Mr. Bakker approached the podium and spoke about making changes to the form-based code. He said noise and felt that setbacks may not abate noise.

There was a discussion regarding the pros and cons of the permitting process. Ms. Singer said she would present changes to the ordinance at a future City Council meeting.

The City Council Workshop adjourned at 12:00 p.m.

NOTE: This is not a verbatim record. An audio recording of the meeting is available upon request.

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the June 18, 2025, City Council Workshop

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the June 18, 2025, City Council workshop.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the June 18, 2025, City Council workshop.

ATTACHMENTS:
06-18-2025 City Council Workshop Minutes

CITY OF BRADENTON

CITY COUNCIL WORKSHOP MINUTES
June 18, 2025
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, June 18, 2025.

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

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Tim Geer, Fire Chief; Joseph Wiesman, Assistant Police Chief; Irvin Lee, Public Works & Utilities Director; Robin Singer, Planning & Community Development Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The workshop was called to order by Mayor Gene Brown at 8:35 a.m.

Citizen Comment: None.

Discussion Topics:

a. City Centre Update

Rob Perry, City Administrator, explained that the City entered into a master development agreement with L&L Development, and there was a two-year period to closing. He said the mixed-use project was projected to be 25,000 square feet of commercial space, a hotel, apartments, and condominiums.

Mr. Perry noted that there were numerous meetings regarding property issues, particularly concerning title challenges and the necessary infrastructure improvements to support the project.

In discussing the overall costs for the improvements, he continued, the developer, City, and other funding sources would be utilized to shoulder the costs.

b. Hurricane Preparedness

Mr. Perry provided an update about the upcoming hurricane season. He reported that a staff meeting was held at the Public Safety Operation Center (PSOC) to address preparations for the hurricane season, where staff members reviewed their assigned tasks.

Councilwoman Barnebey noted that there were still street signs missing and stop signs were down, and Councilwoman Gonzalez Moore agreed.

Lance Williams, Chief Operating Officer, announced that staff was working towards engaging a vendor for signage replacements.

Tim Geer, Fire Chief, announced that the City had recovered 60% of funds from the Federal Emergency Management Agency (FEMA) because of utilizing the F-ROC forms. He said that municipalities that did not use the F-ROC forms had not received reimbursement.

Because of the damage from the last hurricane season, Councilwoman Gonzalez Moore spoke about how traumatized the residents were in Ward IV. She suggested providing hurricane preparedness information to residents and scheduling a town hall.

The meeting was recessed at 10:05 a.m. and reconvened at 10:12 a.m.

c. Street Paving Update

Irvin Lee, Public Works and Utilities Director, and Kim Clayback, Engineering Section Manager, presented a street paving update, which included:

- Roadway Paving
  - Contract Mechanisms
  - Special Projects for FY 2025-26
  - Projects for FY 2025-26 to FY 2029-30
- Pavement Preservation Curve
- Proposed Milling and Resurfacing FY2025-26 to FY 2029-30
- Sidewalks
  - Contract Mechanisms
  - Special Requests
  - Proposed Improvements by Ward
- Streetlights
  - Investing in Streetlights
  - Streetlight Budget FY 2026-27

Councilwoman Barnebey voiced concerns because the project along Riverview Boulevard was still not complete and should have been completed before the last hurricane season.

d. Sanitation Update

f. Recycling

Mayor Brown explained that years ago curbside recycling was eliminated due to contamination issues. He said that unfortunately, the dumpsters allocated to recycling had become a trash dumping site. Should residents want to reinstate curbside recycling, he suggested going to a one-day-a-week trash collection, and then yard waste, garbage, and recycling would all be picked up in one day.

Councilwoman Barnebey has asked for a survey to be put out to the residents to gauge if they would like to bring back curbside recycling.

Councilwoman Kocher and Councilwoman Gonzalez Moore expressed concerns about going to one day a week pickup and did not want to impose additional fees on residents.

Councilwoman Coachman did not feel like recycling was a concern in Ward V because the current recycle bin remained empty.

There was a brief discussion regarding privatizing the collection, and the general consensus of the Council was to research adding a recycling program with once-a-week solid waste collection.

e. Water Reclamation Facility Update

Mr. Perry announced that Woodard & Curran had the technical staff in place, cutting-edge software programs, and processes that have made the privatization a success thus far. He provided an update to Clarifier 4 and estimated completion at the end of 2025. He concluded that representatives with Woodard & Curran would be meeting with various City staff to discuss a ten-year plan.

The City Council Workshop adjourned at 12:18 p.m.

NOTE: This is not a verbatim record. An audio recording of the meeting is available upon request.

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the July 22, 2025, City Council Workshop

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the July 22, 2025, City Council workshop.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the July 22, 2025, City Council workshop.

ATTACHMENTS:
07-22-2025 City Council Workshop Minutes

CITY OF BRADENTON

CITY COUNCIL WORKSHOP MINUTES
July 22, 2025
1:00 P.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 1:00 p.m. on Tuesday, July 22, 2025.

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

City Officials: Rob Perry, City Administrator; Tim Geer, Fire Chief; Josh Cramer, Police Chief; and Scott Rudacille, City Attorney.

The workshop was called to order by Mayor Gene Brown at 1:01 p.m.

Citizen Comment: None.

Discussion Topics:

a) Ward III Seat Discussion

Mayor Brown invited each candidate to the podium to speak about their credentials and stated that the candidates would have three minutes to address the Council. The candidates approached the podium in the following order and discussed their credentials:

- Thomas Baldwin
- Marsha Forrest
- Mike Kennedy
- Jim Miller
- Teri Nattress
- Kemp Schuessler

Councilwoman Barnebey thanked the candidates for their interest in and noted that she did not meet with any of the candidates prior to the workshop.

Councilwoman Gonzalez Moore also thanked the applicants and stated that she did meet with each candidate prior to the workshop.

Councilwoman Coachman also thanked the candidates and stated that she did not meet with any of the candidates prior to the workshop.

The City Council Workshop adjourned at 1:30 p.m.

NOTE: This is not a verbatim record. An audio recording of the meeting is available upon request.

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the July 30, 2025, City Council Budget Workshop

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the July 30, 2025, City Council budget workshop.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the July 30, 2025, City Council budget workshop.

ATTACHMENTS:
07-30-2025 City Council Budget Workshop Minutes

CITY OF BRADENTON

CITY COUNCIL WORKSHOP MINUTES
July 30, 2025
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 9:00 a.m. on Wednesday, January 29, 2025.

Present: Mayor Gene Brown; Councilwoman 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, Chief Operating Officer; Tim Geer, Fire Chief; Irvin Lee, Public Works & Utilities Director; Robin Singer, Planning & Community Development Director; Nilsa Taylor, Administrative Services Director; Karen Lanke, IT Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney

The workshop was called to order by Mayor Gene Brown at 8:30 a.m.

Citizen Comment: None.

FY 2025-26 BUDGET PRESENTATION:

Lance Williams, Chief Operating Officer, explained that the second budget workshop would be held in August and then the two budget hearings would be held in September. Additionally, he continued, the budget team would soon schedule one on one meetings with councilmembers.

Mr. Williams presented the preliminary budget proposal for Fiscal Year 2025-26 which included:

- Fiscal Year 2024-25 Independent Financial Audit Results
- Fiscal Year 2025-26 Total Budget as of July 30, 2025.
- Projected General Fund Revenues
- Projected General Fund Expenses
    - Salaries and Benefits
    - Operating
    - Capital
- General Fund Breakdown by Department
- Glimpse of the Budget Process and Current Situation
- Expectations for the Budget Workshop in August

There was a discussion regarding state and federal appropriations and then a video was shown regarding current and future projects.

The City Council Workshop adjourned at 10:43 a.m.

NOTE: This is not a verbatim record. An audio CD or DVD recording of the meeting is available upon request.

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Tim Geer, Fire

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Interlocal Agreement (ILA) with Manatee County for Emergency Dispatch Services

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and the County have determined that is in the best interest of the health, safety and welfare of the citizens of Manatee County to enter into this ILA, setting forth the terms and conditions for the continued sharing of the centralized dispatching services located at the Manatee County Public Safety Complex.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the ILA.

SUGGESTED MOTION:
Motion to approve the ILA with Manatee County for Emergency Dispatch Services.

ATTACHMENTS:
ILA for Emergency Dispatch Services

INTERLOCAL AGREEMENT

regarding

EMERGENCY DISPATCH SERVICES FOR THE CITY OF BRADENTON FIRE DEPARTMENT

by and between

CITY OF BRADENTON, FLORIDA AND MANATEE COUNTY, FLORIDA

This Interlocal Agreement ("Interlocal Agreement" or "Agreement") is made and entered into on this _____ day of _____, 2024 ("Effective Date") by and between **Manatee County,** a political subdivision of the State of Florida whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, hereinafter referred to as the ("County") and **City of Bradenton**, a municipal corporation whose mailing address is 101 Old Main Street West, Bradenton, Florida 34205, hereinafter referred to as the ("City"):

RECITALS

WHEREAS, the "Florida Emergency Communications Number E911 State Plan Act", Section 365.171, Florida Statues, gives the State of Florida Division of Communications responsibility for directing and implementing a statewide 9-1-1 system; and

WHEREAS, the County is authorized by the State of Florida Division of Communications to provide an emergency 9-1-1 telephone number and dispatch system; and

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act," permits the parties hereto to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the City and the County have determined that is in the best interest of the health, safety and welfare of the citizens of Manatee County to enter into this Interlocal Agreement, setting forth the terms and conditions for the continued sharing of the centralized dispatching services located at the Manatee County Public Safety Complex at 2101 47th Terrace East, Bradenton, Florida 34203 ("Emergency Communication Center") for the City's Fire Department, in order to make the most efficient use.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which are hereby acknowledged, the County and the City agree as follows:

Article I
AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes and Section 163.01 of Florida Statutes.

Article II
COUNTY'S CONTRIBUTION AND RESPONSIBILITIES

2.1 County agrees to provide City with emergency dispatch from calls received through the 9-1-1 telephone lines and radio calls between agencies over the P25 system and the VHF conventional system.

2.2 County agrees to provide City with records of dispositions of responding units as transmitted to the communications center, assignment of incident numbers to agency responses, mutual aid responses by established agreement, notification of additional agencies when requested, periodic tone tests by established agreement, and special announcements when requested.

2.3 County will maintain control over its personnel. City may request information and resources from County personnel; however, County personnel are accountable to their own chain of command.

2.4 County will provide City with CAD information and logging recorder information upon request from a Chief or supervisor in charge of that City.

2.5 County's obligations to provide services under this Agreement shall be limited to the City of Bradenton Fire Department.

Article III
CITY'S CONTRIBUTION AND RESPONSIBILITIES

3.1 City agrees to respect County policies and procedures and to assist in maintaining communications with all emergency response agencies and the County.

3.2 City shall be responsible for advising County's representative (the Director of Public Safety) of its needs and all procedures to be followed. County's representative shall advise City if County is unable to incorporate any procedures requested by City.

3.3 City shall claim no right, title, or interest in the County's property or facilities. In the event any part or portion of the County's Public Safety Complex is destroyed due to fire or other casualty, County shall have no duty to restore its facilities for the benefit of City. In the event of such a casualty loss, County may terminate this Agreement as of the date of such loss by providing City with prompt verbal notice thereof, confirmed in writing within a reasonable time thereafter.

3.4 **Indemnification.** The City agrees to save, defend, indemnify, and hold harmless the County, its agents, officials, directors and employees, from and against any and all claims, actions, damages, injuries, deaths, losses, suits, liabilities, judgments, costs, attorney's fees, and expenses which may arise out of any negligent or intentional act, neglect, error, omission, or default against County as a consequence of the negligent or intentional acts, errors, or omissions of City or the City's agents, licensees, or invites. Nothing contained in this paragraph shall constitute a waiver of sovereign immunity, as set forth in Section 768.28, Florida Statues, or of the limitations on liability provided to either party under the constitution or laws of the State of Florida, and all rights are expressly reserved to the fullest extent allowed by law. In the event of any threatened or impending action arising under the terms of this paragraph, or suit or other proceedings, County shall promptly give notice to City in writing by certified mail. This indemnity provided herein shall not apply to any settlement agreement entered into by County without the consent of City.

3.5 **Insurance.** Each of the parties hereto shall, at its own cost and expense, shall acquire and maintain during the term of this Agreement, insurance coverage to adequately protect and secure the indemnification of the parties under this Agreement.

Article IV
MUTUAL AGREEMENTS AND UNDERSTANDING

4.1 City nor its employees shall have a claim against the County arising from any services and/or aid provided pursuant to this Agreement. Each party shall bear the liability arising from acts undertaken by its employees pursuant to this Agreement.

4.2 The parties hereby agrees to notify the other in the event of substantive changes in its needs or procedures which would have an impact upon this Agreement. At the request of any party, a review of the contents and/or implementation of the Agreement will be conducted by all parties.

4.3 The parties to this Agreement shall have any financial obligation to the other party, unless otherwise expressly stated herein, for services rendered under this Agreement.

4.4 The parties hereto represent to each other that it has full lawful authority to enter into this Agreement and that all necessary formalities for entering into this Agreement have been complied with.

Article V
MISCELLANEOUS PROVISIONS

5.1 **Termination.** This Agreement may be terminated by any party provided that written notice of such termination has been provided six (6) months in advance of the date of termination.

5.2 **Amendment.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of each of the parties to this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

5.3 **County Authority.** The County's Director of Public Safety will have and maintain full authority over capital requests, equipment, County facilities, and the technology utilized in the Public Safety Complex. Any capital equipment issues or issues with County facilities shall be directed to the Director of Public Safety or designee in writing.

5.4 Nothing herein shall be construed to alter the separate duties of the parties or constitute an obligation of any party to fulfill the duties and responsibilities of the other party.

5.5 **Effective Date.** This Agreement shall be deemed to have taken effect on the date first written above and remain in effect for ten years, with two options to renew thereafter.

5.6 **Notice.** All notice permitted or required to be given under this Agreement shall be delivered or mailed to the respective parties at the address as set forth above. All notices, demand, payment, request, or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, addressed to the appropriate party, signed by their representatives respectively and addressed as provided below. All notices required to be delivered by one party to the other shall be given either by personal delivery, by fax, or by U.S. certified mail return receipt requested. Any party may designate a different address during the term of this Agreement by giving written notice to the other party of the new address.

5.7 **Validity and Enforceability.** The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from this Agreement to the extent of its unenforceability and invalidity. Therefore, this Agreement shall be interpreted and enforced as if it did not contain the said clause to the extent of its unenforceability and invalidity.

5.8 **Application of Florida Law.** This Agreement and the rights of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties hereby submit themselves for the sole purpose of this Agreement and for any controversy arising hereunder to the jurisdiction of the courts located in Manatee County, the State of Florida, and any courts of appeal there from, and waives any objection (on the grounds of lack of jurisdiction, forum non conveniens, or otherwise) to the exercise of such jurisdiction over it by any such courts. Venue for any federal action shall lie solely in the U.S. Middle District Court, Tampa Division, and for any state action shall lie solely in the Twelfth Judicial Circuit in and for Manatee County.

5.9 **Public Records.** This Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes. To the extent required by law, all Parties agree that they shall allow public access to all documents, papers, letters, and other materials made and received in conjunction with this Agreement, which are not exempt or confidential pursuant to Florida law. If any party fails to comply with the requirements of this provision, the non-breaching party may unilaterally terminate this Agreement without further liability.

5.10 **Entire Agreement.** This Agreement contains the entire understanding of the parties and supersedes all prior understandings, agreements or contracts, whether oral or written, implied or explicit, between the parties relating to the subject matter herein.

5.11 **No Third-Party Beneficiary.** This Agreement is for the benefit of the parties and their respective successors and permitted assigns, and it is not the intent of the parties to enter this Agreement for any other person's or entity's benefit.

5.12 **Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, named windstorm, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

5.13 **Assignment.** The rights and duties of the parties hereunder shall not be assignable by any party without the written consent of all parties to this Agreement. Said consent shall not be unreasonably withheld.

5.14 **Counterparts.** This Agreement may be executed in or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

5.15 **City Representative.** Chief Tim Geer shall be the City Representative and primary contact for the administration of this Agreement.

WHEREFORE, the* County *and the City have executed this Interlocal Agreement as of the date and year first above written.

[Signature pages to follow]

CITY EMERGENCY COMMUNICATION INTERLOCAL AGREEMENT
SIGNATURE SHEET

MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida located at 1112 Manatee Ave W, Bradenton, Florida 34205
The governing and managing entity for the following first responder agencies and PSAP: Manatee County Emergency Medical Services, Manatee County Beach Patrol, and Manatee County Emergency Communications Center PSAP.

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

(This space intentionally left blank.)

CITY EMERGENCY COMMUNICATION INTERLOCAL AGREEMENT
SIGNATURE SHEET

City of Bradenton Fire Department, a municipal fire department located at 1010 9th Avenue West, Bradenton, Florida 34205
Attest: _____ By: Tamara Melton, City Clerk Date: _August 27, 2025_____ _____
Gene Brown, Mayor Date: _August 27, 2025_____

(This space intentionally left blank.)

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Karen Lanke, Information Technology

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Sarasota County Technology Service Agreement

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Sarasota County Technology Service Agreement allows the City to utilize technology-related services at a designated Sarasota County facility. This is a five-year Agreement that may be renewed for up to two one-year periods subject to written agreement of both parties.

FINANCIAL IMPACT:
$10,706.04 annually, subject to be adjusted per device count. This is included in Information Technology's contractual services budget.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the Sarasota Technology Services Agreement.

ATTACHMENTS:

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement with Florida High School for Accelerated Learning for School Resource Officer (SRO) Services

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Contract for SRO Services at Bradenton Bay Charter, second year of agreement between the City of Bradenton and Bradenton Bay Charter School.

FINANCIAL IMPACT:
All costs are anticipated and budgeted.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed

SUGGESTED MOTION:
Motion to approve the Agreement with Florida High School for Accelerated Learning for School Resource Officer Services.

ATTACHMENTS:
Agreement with Florida High School for Accelerated Learning

AGREEMENT BETWEEN FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee, INC. AND THE CITY OF Bradenton, FLORIDA RELATING TO SCHOOL RESOURCE OFFICER (SRO) SERVICES

THIS AGREEMENT by and between Florida High School For Accelerated Learning - Manatee, Inc., a Florida not for profit corporation, whose address is ALS Education, LLC., 5850 T.G. Lee Boulevard, Suite 345, Orlando, Florida 32822- 4407, as bound to the terms and conditions of this Agreement by the actions herein of ALS Education, LLC, a Delaware limited liability company, which is financially and operationally responsible for the day-to-day management of the school referenced herein and bound by the terms of this Agreement, whose address is 5850 T.G. Lee Boulevard, Suite 345, Orlando, Florida 32822 (hereinafter collectively referred to as "ALS"), and the City of Bradenton, Florida, a municipal corporation, whose address is 101 Old Main St. W., Bradenton, Florida 34205 (hereinafter referred to as "City") and each represent as follows

WHEREAS, the Florida Legislature enacted the *Marjory Stoneman Douglas High School Public Safety Act* amending Section 1006.12, *Florida Statutes*, relating to safety school officers at each public school, which allows for the provision of School Resource Officer ("SRO") programs in public schools; and

WHEREAS, ALS desires the City to provide law enforcement personnel as an SRO to Bradenton Bay Charter High School Charter High School operated by ALS within the City Limits of the City of Bradenton; and

WHEREAS, the City is willing to partner with ALS to provide for available law enforcement personnel it currently has employed and may employ in the future; and

WHEREAS, ALS will operate a Florida charter school (Bradenton Bay Charter High School) located within the Manatee County Florida Public School District and governed by Section 1002.33, *Florida Statutes*, and, as such, the school is part of Florida's program of public education and is recognized by statute as a public school (the "ALS School" herein); and

WHEREAS, Section 1002.33 (16)(a) 5, *Florida Statutes*, requires a charter school to be in compliance with provisions in Chapters 1000 through 1013, *Florida Statutes*, pertaining to student health, safety, and welfare; and

WHEREAS, Section 1002.33(16)(b) 8, *Florida Statutes*, requires a Charter School to be in compliance with Section 1006.12, *Florida Statutes*, relating to safe school officers; and

WHEREAS, Section 1002.33(16)(b) 9, *Florida Statutes*, requires a charter school to be in compliance with Section 1006.07(7), *Florida Statutes*, relating to threat assessment teams; and

WHEREAS, Section 1002.33(16)(b) 10, *Florida Statutes*, requires a charter school to be in compliance with Section 1006.07(9), *Florida Statutes*, relating to school environmental safety incident reporting; and

WHEREAS, Section 1002.33(16)(b) 11, *Florida Statutes*, requires a charter school to be in compliance with Section 1006.1493, *Florida Statutes*, relating to the Florida safe schools assessment tool; and

WHEREAS, Section 1002.33(16)(b) 12, *Florida Statutes*, requires a charter school to be in compliance with Section 1006.07(6)(c), *Florida Statutes*, relating to adopting an active assailant response plan; and

WHEREAS, Section 1002.33(16)(b) 13, *Florida Statutes*, requires a charter school to be in compliance with Section 943.082(4)(b), *Florida Statutes*, relating to the mobile suspicious activity reporting tool; and

WHEREAS, Section 1002.33(16)(b) 14, *Florida Statutes*, requires a charter school to be in compliance with Section 1012.584, *Florida Statutes*, relating to youth mental health awareness and assistance training; and

WHEREAS, Section 1006.12, *Florida Statutes*, requires that 1 or more safe school officers be located at each school facility within each school district which school safety officer may be an SRO as recognized under the program established in Section 1006.12, *Florida Statutes*; and

WHEREAS, ALS desires to provide for the services of an SRO consistent with that in use by Manatee County Public School District under agreements between the School Board of Manatee County and the City of Bradenton under the provisions of Section 1006.12, *Florida Statutes*, which provides for an SRO program; and

WHEREAS, the City has agreed to provide a law enforcement officer to perform the duties of SRO at the ALS School; and

WHEREAS, the City and ALS agree that the provision of an SRO will enhance existing school safety initiatives in existence in the City of Bradenton and

WHEREAS, the City has internal Police Department personnel capable to enhance school safety initiatives in Manatee County Public Schools; and

WHEREAS, ALS has agreed with the City to have the City Police Department's designated personnel to be designated as the ALS School Safety and Security Specialist over the ALS School as authorized by Section 1006.07(6)(a), Florida Statutes; and

WHEREAS, the SRO placed at the ALS School shall be trained and monitored by the City's Police Department so as to maintain consistency with all City SROs; and

WHEREAS, uniformity in addressing the SRO school safety provisions and oversight by the City's Police Department will enhance uniformity and consistency in the ALS School's compliance with other mandated statutory responsibilities pursuant to Section 1002.33, *Florida Statutes*, although the City shall not undertake or accept the obligations of ALS in terms of complying with controlling Florida law; and

WHEREAS, the City and ALS have determined that it shall serve the public interest to enter into this Agreement; and

WHEREAS, ALS shall at all times remains responsible for the safety and security of its students and faculty pursuant to Section 1002.33, Florida Statutes, and Section 1006, *Florida Statutes*.

NOW THEREFORE, in consideration of mutual covenants and promises between the Parties to this Agreement, the sufficiency of which is hereby acknowledged, the Parties each mutually agree as follows:

Section 1. Recitals. The above recitals set forth in the whereas clauses of this Agreement form and constitute a material part of this Agreement upon which the parties have relied.

Section 2. Term.

(a). The term of this Agreement shall be for the 2025-2026 school year (from August 11, 2025 until May 28, 2026, the date of signatures by the parties notwithstanding) and subject to annual appropriation by both parties and, if later determined applicable, approval by the School Board of Manatee County.

(b). ALS shall advise the City of the ALS School's calendar immediately upon its creation or amendment.

Section 3. Purpose and Intent of Agreement.

(a). An SRO Program is hereby established with ALS and the City for the ALS School to assist ALS with the compliance requirements of Section 1006.12, *Florida Statutes*, to provide for the protection and safety of school personnel, property, students, and visitors and to enhance school safety so that effective crisis preparedness and uniform response to threats to student safety, both real and threatened, within the school environment are addressed. It is also the purpose of this Agreement to provide an SRO consistent with the provision of this mandate adopted by Manatee County Public Schools to facilitate uniformity in compliance with all school safety requirements in Section 1002.33, *Florida Statutes*. It is agreed that the parties shall provide all necessary cooperation and assistance so as to facilitate this Agreement and achieve the goals set forth in this Agreement.

(b). Additionally, it is also the intent of this Agreement:

(i). To deter crime on or about school premises by the presence of a law enforcement officer, to enforce local, state, and federal laws, and to have enforcement officers available for presentations to students, faculty and parents concerning law enforcement, school safety, and related law enforcement subjects and foster better relations between students and law enforcement personnel.

(ii). To enhance existing school safety initiatives in existence between all Manatee County Public Schools both traditional and Charter within the Manatee County School District and establish uniformity through the direction of the School Safety Director so that effective crisis preparedness and uniform response to threats to student safety, both real and threatened, within the school environment are addressed.

Section 4. Duties of the City Relating to the ALS School.

(a). The operational hours of the ALS School are a morning session that runs from 7:00 a.m. to 12:00 p.m. (noon), with teachers taking a lunch period from 12:00 p.m. (noon) until 12:30 p.m., and a second session beginning at 12:30 p.m. and ending at 5:30 p.m. As such, both parties understand and agree that the SRO shall arrive at 6:45 a.m. and depart at 5:45 p.m., thereby resulting in a workweek of 55 hours. The parties understand and agree that time spent by the SRO attending court or involved in criminal cases arising from his or her assignment as an SRO, shall be considered as hours worked under this Agreement for ALS and, regardless of whether the arrest occurs on the ALS School campus or off the ALS School campus, such time spent attending court or involved in criminal cases shall be compensated time for the City with payment being made by

ALS. Additional reporting and departure times, such as during summer school session, may be provided upon request of the ALS School as authorized by the City. The expectation of service is that a sworn law enforcement officer trained as an SRO will be on campus daily and provide continuous coverage during ALS School hours. In any event, whenever an SRO is not present at the ALS School campus and an incident occurs at the ALS School campus, the City shall bear no liability or responsibility of any type or nature and ALS shall assume any and all risks arising therefrom and, notwithstanding the provisions of Section 22, ALS shall fully discharge and indemnify the City against and all losses, claims, damages or any other liability occurring when an SRO is not present on the ALS School campus and, further, ALS shall ensure that all insurance policies apply to and insure against any such incidents.

(b). The City shall provide from its Police Department an SRO who has full fitness for duty in order to be able to respond to crisis situations and who shall be supervised by City Police Department personnel, as follows:

(i). The SRO shall be assigned to the ALS School on a full-time basis as set forth above. In addition, the SRO may be requested to work for any significant public school-related activities at the request of the ALS School such as sporting events or other special school events, which time shall be treated and managed as an off-duty detail. Payment to the law enforcement officer will be made directly to the law enforcement officer by the City and reimbursed to the City within 30 days of receipt of the invoice in the amounts consistent with the City's off-duty detail rate. The City shall submit monthly invoices indicating the law enforcement officer's name, the date service was provided, and the rate of pay.

(ii). The SRO shall not be required at the ALS School on days on which students are not present to include teacher workdays and other holidays when ALS School staff is on campus, but students are not on campus or if on campus, not receiving educational instruction.

(iii). The SRO may be temporarily reassigned by the City during school holidays, vacations, or during a period of any law enforcement emergency.

(iv). The SRO shall perform the duties as defined in Section 1006.12, *Florida Statutes*, and as set forth in Exhibit "A" to this Agreement. (v). If the SRO is not able to be on the ALS School campus because of training, light-duty, FMLA, sick leave, personal

time off, or administrative leave, the City will provide a sworn law enforcement officer that is fit for duty to cover the ALS School during required school hours. If the City is unable to fulfill this requirement, through the fault of the City, it will inform the ALS School in a timely manner, and the City shall adjust its compensation and payment reimbursement invoice to the ALS School to reflect the service deficiency. Notwithstanding the requirements outlined herein, the requirements of this provision are not applicable during a critical event/incident where both parties agree upon the reallocation of mission-critical assets.

Section 5. Role and Duties of ALS.

(a). ALS shall provide to the SRO the following materials and facilities which are deemed necessary for the performance of his or her duties:

(i). A secure and private office located as close to the principal's or designee's office as possible. The SRO will be the only one assigned to the office due to the sensitive and confidential information maintained within. The office will be voice secure for purposes of interviews and counseling. The office will contain the following materials and equipment:

(A). Air conditioning.

(B). Computer with Internet access and VPN, or other connection type, required to connect to the City's network and access software programs and network resources.

(C). Desk and chair.

(D). 4-drawer legal locking file cabinet.

(E). 6-shelf bookshelf.

(F). 2 visitor chairs for counseling and interviews.

(G). 1 worktable.

(H). Office supplies as requested.

(I). Phone with local and long-distance calling capability.

(J). School email address.

(K). 1 large dry erase board.

(ii). A radio, if the ALS School is utilizing a frequency band not compatible with the SRO's City-issued radio.

(iii). Access to the School's student information systems, to include access to student information, for the purpose of minimizing juvenile delinquency and truancy and maintaining student safety. Any information obtained by the SRO through such access shall be maintained confidential pursuant to the *Family Educational Rights and Privacy Act* and Section 1002.22, *Florida Statutes*. The SRO shall only use the information made accessible to him or her by the School pursuant to this Agreement, for the purposes for which the disclosure was made. City acknowledges and agrees that the assigned SRO is not a "school official" pursuant to Section 1002.221, *Florida Statutes*, 20 United States Code Section 1232g, and the Federal regulations issued pursuant thereto. A disclosure of unauthorized information by the SRO to any person or party of unauthorized confidential information may result in the immediate termination of SRO being assigned to the ALS School and may also result in the termination of this Agreement.

Section 6. Financing of the SRO Program; Payments.

(a). ALS shall provide funds to the City to cover a portion of the annual salary including benefits and overtime costs for the SRO for the services set forth herein. The sum, which provides for both sessions as described in this agreement, totals $86,222.08 and shall be broken into 4 payments of $21,555.02. All sums shall be payable in advance upon presentation of an invoice by the City to ALS in advance of the month of services commencing on August 11, 2025, notwithstanding the date of execution of this Agreement. Additional overtime will be paid directly to the SRO by the City and reimbursed to the City by ALS within 30 days of the date of an invoice issued by the City to ALS. The rate of reimbursement for working overtime shall be at the rate of actual costs, including employee benefits, of the individual working the overtime. A 3-hour minimum applies to any overtime incurred that is not a continuation of the SRO's standard duty day. Additionally, any request, which will result in the SRO traveling outside of Manatee County, must be in writing and submitted to the city in a reasonable advance time period and will require that a copy of the request be provided to the SRO's Police Department supervisor together with advance payment of any travel costs and expenses.

Proposed 25-26 Budget Bradenton Bay High School	
Personal Expenses	2025-2026
Regular Salary	75,143.73
FICA	5,748.50
Retirement	23,241.96
Benefits	19,040.22
Total Personnel Expenses	123,174.40
70% Cost of Personnel	86,222.08

TOTAL COST	$ 123,174.40
ALS 70% share (100% of Overtime)	$ 86,222.08

Four payments $21,555.52

	Rate of Pay per Contract	Annual Salary	Patrol Support	Total Salary	30.93% Retirement	0.0765 FICA	0.043 W/C	Hospital	Total
Employee									
Johan Waterman-Ortiz	34.6845	72,143.73	3,000.00	75,143.73	23,241.96	5,748.50	3,231.18	15,809.04	123,174.40

Mandatory Overtime *

1 hour per day for 144 days per year (estimated) $52.03/day	7,492.32
In addition approximately 36 Fridays, 11 hours per day at $572.33 per day	20,603.88

Please Note: These are estimated numbers Amount billed will be based on the actual hourly rate of the officer who worked. **All overtime will be billed in addition to the quarterly amount.**

(b). ALS shall monitor hours of coverage by having each SRO sign in and out at the assigned school, showing all times of arrival and departure for and during each day of work.

(c). ALS shall fund the tuition of 1 SRO to attend the yearly Florida Association of SROs (FASRO) conference.

(d). The City shall cover the costs of equipment and required training for the SRO except for tuition for the FASRO conference. The SRO shall, at a minimum, be equipped with a patrol vehicle, a personal weapon, a radio that meets City standards and requirements only, and such equipment normally issued by the City Police Department to its Police Officers.

(e). The SRO shall undergo criminal background checks, drug testing, and a psychological evaluation, as outlined in Section 1006.12 (1)(c), *Florida Statutes*, and be a certified law enforcement officer, as defined in Section 943.10(1). *Florida Statutes*. The ALS School recognizes that the City's Police Department may have additional non statutory training requirements for officers assigned as an SRO, which training may or may not be completed prior to the beginning of the 2025-2026 school year.

(f). The City shall ensure that the SRO is employed by the City's Police Department and maintains the powers and duties of a sworn law enforcement officer during his or her tenure as the ALS School's SRO.

Section 7. Employment Status of SRO. The SRO shall remain an employee of the City and is not an employee of ALS or the Manatee County School District. ALS and the City acknowledge that the SRO shall remain responsive to the chain of command of the Bradenton Police Department. The Collective Bargaining Agreement between the City of Bradenton and the Florida Police Benevolent Association, along with, the City Personnel Policy shall govern personnel issues as appropriate.

Section 8. Appointment and Training of SROs.

(a). The City's Chief of Police shall have sole discretion over the appointment of the SRO. The appointment shall be made in accordance with City policy.

(b). The SRO will receive the following training:

(i). As determined by the City's Chief of Police, selected SROs will attend the annual Florida Association of SROs (FASRO) Conference, as well as other applicable seminars and schools in order to keep abreast of the current curriculum and issues related to SRO programs. The city will pay for all travel costs associated with FASRO. If ALS requests the SRO attend specific training, ALS shall be responsible for all costs of the associated training including registration, travel and food. The training must be approved by the City.

(ii). The SRO is required to attend the law enforcement agency's scheduled in-service training to meet the yearly retraining requirements of the Florida Department of Law Enforcement and the Police Department. SROs will coordinate training dates with the ALS School.

(iii). The SRO shall notify the ALS School as soon as he or she becomes aware of the scheduled training. SROs assigned to special units may participate in more frequent training and prolonged absences. In the event the SRO must leave campus for more than 3 successive days for training, the City shall provide an interim SRO.

Section 9. Dismissal of SRO; Replacement.

(a). In the event that ALS feels that the SRO is not effectively performing his or her duties and responsibilities, as outlined in Section 1006.12, *Florida Statutes*, ALS shall recommend to the

City that the SRO be removed from the school and shall state the reasons for removal in writing to the Chief of Police.

(i). Upon receipt of such recommendation from ALS, the Chief of Police, or designee, shall meet with the SRO and his or her immediate supervisors to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the ALS School, may be required to be present.

(ii). If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO shall be removed from the ALS School and a replacement assigned to the ALS School.

(iii). In the event mediation is not sought by the City, then the SRO shall be removed from the ALS School and a replacement assigned to the ALS School.

(iv). The Chief of Police may, at any time, dismiss or reassign an SRO based upon City rules and regulations.

(v). In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the City will provide a temporary or permanent replacement.

Section 10. Public Records Act/Chapter 119, Florida Statutes, Requirements.

(a).

(i). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(ii). Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(iii). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of ALS upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(b). If ALS does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.

(c). Failure by ALS to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. ALS shall promptly provide the City with a copy of any request to inspect or copy public records in possession of ALS and shall promptly provide the City with a copy of ALS' response to each such request.

Section 11. Default. If any party is found to be in default of any terms or provisions of this Agreement, the party not in default must notify the defaulting party of the default in writing. Said default shall be remedied or brought into compliance by the defaulting party within 10 days receipt of the default notice. In the event the defaulting party fails to timely correct or remedy the event of default, unless the time to cure period is extended in writing by the non-defaulting party, the non-defaulting party may declare the Agreement in default and pursue any remedy available by law or equity against the defaulting party. Each party waives the right to dispute resolution pursuant to Chapter 164, *Florida Statutes*.

Section 12. Termination of Agreement. This Agreement may be terminated by either party upon a 30-day written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon a 30-day written notice. Termination of the Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the City for all services performed to the date of termination. ALS shall be entitled to prorated refund for any time SRO services are not provided due to the termination of this Agreement.

Section 13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and Agreements between the parties relating to the subject matter of this Agreement.

Section 14. Construction of Agreement. This Agreement has been fully reviewed and approved by the parties hereto and their respective counsels. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

Section 15. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 16. Modification. This document constitutes the full understanding of the Parties and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

Section 17. Severability. If any provision, term or clause of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable or otherwise contrary to the purpose and intent of this Agreement.

Section 18. Non-Assignment. This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of ALS and the City is obtained.

Section 19. Compliance with Laws and Regulations: In performing under this Agreement, the parties, shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any material violation of said law. statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement.

Section 20. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

Section 21. No Public Rights Created. Nothing herein shall create or be construed to be created any rights in and/or for the benefit of the general public, except as may be expressly permitted by the grantee.

Section 22. Indemnification; No Waiver of Sovereign Immunity; Insurance.

(a). Except as otherwise provided herein, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when the employees are acting within the

scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of this Agreement. Neither party waives sovereign immunity or any rights or limits to liability existing under Sections 768.28, and 1002.33, *Florida Statutes*. The City is protected by sovereign immunity and that is a central part of its risk management program. ALS shall, indemnify, defend and hold the City harmless and from and against any and all claims, of whatsoever type or nature, demands, obligations, liabilities, penalties, fines, charges, costs and expenses, all of whatsoever type or nature, including, but not limited to, attorney's fees, costs and expenses for the defense thereof, arising from any and all occurrences in or on or about the ALS School and from ALS's activities thereon of whatsoever type or nature. ALS hereby agrees to defend, indemnify and hold harmless, the City, its agents, officers, employees and servants from any and all claims, suits, causes of action or any claim whatsoever made or howsoever arising from any claims for damages to property or injuries to (or death of) persons which may be occasioned by any activity carried on by ALS, or its officers, employees or agents, at the ALS School or at any other location. ALS understands and agrees that neither the City nor any City representatives have accepted, or will accept, liability under any theory of liability known or unknown. In addition to the obligation to indemnify, insure and defend the City, ALS covenants not to sue the City or participate in the prosecution of any lawsuit or claim against the City.

(b). ALS shall procure and maintain insurance with minimum coverages of the following amounts and types and list the City as additional Insured and provide the City with a certificate of insurance relative thereto as determined by the City's Risk Manager:

(i). Workers Compensation/Employer Liability: Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and $3,000,000 for Employer's Liability.

(ii). Comprehensive General Liability: Coverage for all operations including, but not limited to, contractual, products, complete operations, and personal injury. Commercial General Liability is to include premises/operations liability, products and completed operations coverage, and independent contractor's liability or owner's and contractor's protective liability. The limits will not be less than $2,000,000 Combined Single Limit (CSL) or its equivalent.

(iii). Comprehensive Automobile Liability: Complete coverage for owned and non-owned vehicles for limits not less than $2,000,000 CSL or its equivalent.

(iv). Professional Liability: Coverage for all professional services performed. The limits will not be less than $2,000,000 CSL or its equivalent.

(v). Sex Abuse Liability: Coverage with limits not less than $1,000,000 CSL or its equivalent.

(c). This Section shall survive the termination of this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

Section 23. Force Majeure. Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire caused by nature, hurricane earthquake, accident, flood, acts of God, or by reason of any other matter or condition caused by nature and beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

Section 24. Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

Section 25. Applicable Law, Venue, and Waiver of Jury Trial. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. The venue of all actions shall be Manatee County, Florida. Each party waives the right to a jury trial.

Section 26. Good Faith. ALS and the City, their agents, and their employees agree to cooperate in good faith in fulfilling the term of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between ALS and the City.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by there in proper officers on the day and year written below.

SIGNATURE BLOCKS FOLLOW:

ATTEST: ALS EDUCATION, LLC, a Delaware limited liability company, for itself and for and on behalf of Florida High School for Accelerated Learning - Manatee, Inc.

Charles Finch
Director of Safety and Security

Jeffrey Dilley
CEO

STATE OF FLORIDA
COUNTY OF ORANGE

I Hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared of Charles Finch and Jeffery Dilley Florida High School for Accelerated Learning - Manatee, Inc, and they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and they are personally known to me or provided as identification. **Witness** my hand and official seal in the County and State last aforesaid this 7 day of August, 2025.

Notary Public State of Florida
Renee Babcock
My Commission HH 462241
Expires 2/18/2028

Notary Public; State of Florida
Printed Name: Renee Babcock

ADDITIONAL SIGNATURE BLOCK FOLLOWS:

ATTEST:

Rob Perry
City Administrator

CITY OF Bradenton, FORIDA

Josh Cramer
Chief of Police

Gene Brown
Mayor

EXHIBIT "A"
SRO DUTIES AND RESPONSIBILITIES

In addition to the routine duties and responsibilities of a City Police Officer, an SRO, will have the following specific duties and responsibilities.

(1). The SRO shall at all times perform his or her duties in accordance with City of Bradenton Police Department standard operating procedures.

(2). The SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his or her position as a Police Officer while assigned to the SRO program.

(3). The SRO shall be responsible for the City Police Department in all matters relating to employment, except those activities conducted by the SRO which are part of the regular school instructional program shall be under the direction of the ALS School.

(4). The SRO shall record his or her service time on campus.

(5). The SRO shall perform such duties as directed by the City's Police Department.

(6). The SRO shall contact no students during school hours in conjunction with a criminal investigation of any nature without notice first being given to the ALS School. Any such contacts will be conducted in accordance with the Bradenton Police Department standard operating procedures.

(7). The SRO will interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The expectation is that the SRO will roam the ALS School premises, check perimeters, and remain unpredictable.

(8). The SRO will consult with the ALS School and the City's Police Department regarding procedures for emergency drills and actual emergencies, including but not limited to, fires, natural disasters, hostage or active assailant situations, and bomb threats.

(9). The SRO will be given sufficient time at the beginning of the ALS School year and quarterly to participate in training conducted for school administrators, faculty, staff, and students on safety matters such as School Crises and Emergency plans, bomb threat(s) procedures, active threats, hostage or active assailant situations, workplace violence, bomb lockdowns and barricades, school evacuation procedures and other school safety matters as determined by ALS. A reasonable amount of time will also be provided quarterly for the SRO to provide relevant school safety training to school staff. The SRO shall provide the necessary training.

(10). The SRO will assist with training and assist the ALS School administration with conducting lockdown and/or evacuation drills during the ALS School year as scheduled by the Principal. The SRO will also assist in completing after-action reports to document emergency drills and real-world incidents.

(11). The SRO shall assist in the completion of the Florida Department of Education, Florida Safe Schools Assessment Tools: School Security Risk Assessment.

(12). The SRO shall participate as a member of the ALS School Threat Assessment and Safety Team pursuant to Section 1006.07(7), *Florida Statutes*, the ALS School's Emergency Response Planning Team, and, if applicable, take an active role in the ALS School's Safety Patrol Program, if any exists.

(13). The SRO will serve as a referral resource for students, faculty, and parents to community agencies.

(14). The SRO will serve as a law enforcement resource person to the ALS School administration.

(15). The SRO will assist the ALS School in developing plans and strategies for the prevention and control of dangerous situations at the ALS School.

(16). The SRO will coordinate activities with the ALS School guidance department to identify services and/or resource materials for those students who exhibit indications of early delinquent behavior or are truant.

(17). The SRO shall participate in classroom teaching activities as requested by the ALS School. The SRO will be given appropriate classroom time for approved Juvenile Intervention and Crime Reduction programs.

(18). At the ALS Schools' request, the SRO shall attend meetings of the ALS School faculty, student council, parent-teacher organization, and other such school-based meetings that occur during the workday. The SRO shall attend all meetings and training scheduled by the City's Police Department.

(19). The SRO shall be informed of any situation occurring on school grounds that the ALS School believes to be a violation of the law or criminal in nature.

(20). The SRO and ALS School shall work together to keep each other informed during all criminal investigations, if not prohibited by law or City Police Department's policy.

(21). The SRO shall communicate with the ALS School when determining whether a student arrest will be made or if there is an alternative solution to the incident, which would still be following

Florida law. The final decision for whether to arrest or not to arrest will be with the law enforcement officer on scene at the incident.

(22). The SRO shall be familiar with any applicable student conduct and disciplinary code and policies related to criminal activities committed by students or faculty. The SRO will also be familiar with applicable criteria for assigning a student who commits a petty act of misconduct to a school-based intervention program. If a student's assignment is based on a non-criminal offense, the student's participation in a school-based intervention program may not be entered into the Juvenile Justice Information System Prevention Web.

(23). All sworn statements from the ALS School administrator(s), teacher(s) and other staff members related to an incident where law enforcement action was deemed to be appropriate must be provided to the SRO prior to the end of the day that the incident or event occurred.

(24). The SRO is expected to conduct regular safety, and security checks, including but not limited to classroom locked door compliance, visitor management digital check in process, and emergency drill compliance and reported them to his or her supervisory personnel if they cannot be resolved or corrected promptly.

(25). The SRO will assist the ALS School in assuring faculty and student readiness for all potential hazards and critical incidents.

(26). The primary responsibility of the SRO is the safety of all students, staff, and school property and to provide emergency response and stabilization of critical school incidents.

(27). The following additional duties and responsibilities shall apply if the assigned law enforcement officer is required by the City's Police Department to utilize a body-worn camera in the normal course of his or her business:

(i). The City shall have a clearly defined body-worn camera policy, which shall address its use in the ALS School, a copy of which shall be provided to ALS.

(ii). The use of the body-worn camera is for use solely when the officer is performing law enforcement functions on campus. The body worn cameras are not to be left on for continuous recording and will only be activated when the law enforcement officer is performing a law enforcement function on campus.

(iii). The City must have clearly articulated standards for secure evidence storage and preservation.

(iv). The City is responsible for having the law enforcement officer participate in ongoing agency training pertaining to equipment use, and compliance with applicable laws concerning the use of the body worn cameras.

(v). The law enforcement officer will document the use of the body worn camera by use of agency case reference or another method when the body worn camera is used within the ALS School and provide to his agency supervisor such documentation upon request and as authorized by law.

(vi). The law enforcement officer shall not release any body camera recording, except as strictly authorized by law and in accord with City policy.

(28). The SRO is also expected to promote and inform the ALS School of the City's school safety division mission, projects and campaigns.

(29). The SRO will notify the ALS School of the following which occur on ALS School grounds, during ALS School transportation to the extent directly know by the SRO, or during ALS School-sponsored activities to the extent that the SRO may be made aware of them: lockdowns, uses of force that exceed a routine takedown or redirection, felony arrests on campus, massive school disruptions, medical emergencies, weapons possession or use when there is intended harm toward another person; hostage or active assailant situations; murders, homicides, or manslaughters; sex offenses including, but not limited to, rape, sexual assault or sexual misconduct with a student by school personnel; any involuntary examination, as defined in Section 394.455, *Florida Statutes*, which are initiated at the ALS School, on ALS School transportation, or at an ALS School-sponsored activity by the SRO and any events that could cause reasonably cause public concern or attention as determined by the City.

(30). If the SRO evaluates a minor student as possibly meeting criteria for involuntary treatment pursuant to Section 394.451, *Florida Statutes*, et sequentia (the Baker Act), the SRO will follow City policy in deciding whether to proceed with implementing Baker Act proceedings, or alternatively, and only if consistent with City procedure and policy, allowing the student's parents or legal guardian to take custody of the student in exchange for written confirmation from the parent/guardian that the student will be provided with an immediate professional mental health evaluation. Alternatives to initiating a *Baker Act* proceeding should not be employed if the SRO does not believe that the parent will follow through with mental health evaluation, or if the SRO believes that the minor student is in extreme crisis. Prior to initiating any Baker Act and

transporting a student to a facility for an involuntary examination pursuant to Section 394.463, *Florida Statutes*, the SRO will notify the ALS School so that the ALS School has the opportunity to make a reasonable attempt to notify the student's parent, guardian, or other known emergency contact whom the student's parent or guardian has authorized to receive notification of an involuntary examination. This does not negate the SRO's responsibility for parental notification requirements pursuant to City policy.

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA25-09

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Allocation of funds for the purchase and upfit of patrol vehicles for the Police Department.

FINANCIAL IMPACT:
Increase in budget line 11452100-564000 for the capital expenditure on vehicles.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA25-09.

ATTACHMENTS:
Budget Adjustment BA25-09

RESOLUTION NUMBER BA25-09

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2024-2025 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 166.241(4) allows a municipality to amend (change budget total) or adjust (move funds without changing budget total) its budget, as necessary, at any time within a fiscal year; and

WHEREAS, this Statute also indicates the budget shall be changed in the same manner as its original adoption which, in the City of Bradenton's case, is by resolution; and

WHEREAS, City policy dictates that all budget amendments, and any budget adjustments greater than $10,000 must have City Council approval, adjustments less than $10,000 require approval by the City Administrator; and

WHEREAS, the City's Police Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of purchasing police vehicles with police impact fees.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Bradenton, as follows:

1. The attached Budget Adjustment Form has been submitted by the above-named department, and reviewed and approved by City's Finance Department.
2. Upon Council approval, the Finance Department shall process the form adjusting the City's budget, and will maintain the original documents as required.
3. Per Florida Statute 166.241(5) this adjustment will be posted on the City's website.
4. This Resolution shall become effective 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 27TH DAY OF AUGUST, 2025.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

1. Complete and sign this Budget Adjustment form. Adjustment number available from Clerk Department.
2. Attach supporting documentation.
3. Submit to Linda Guth in the Finance Department.

Budget adjustments MUST balance

Requested by: Josh Cramer

For: Bradenton Police Department

Date: 8/27/25

Budget Adjustment #: BA 25-09

Amendments to the total budget, and/or adjustments over $10,000 in a single line item, require Resolution and Consent Agenda Memorandum for City Council approval.

Explanation for Adjustment: To purchase police vehicles with police impact funds.

Please provide the account number and the line item description for each transaction.
For example: Account Number: 00151940 546200
Line item description: Equipment Repair & Maintenance in Electrical Maintenance Dept.

Account Number: 11405 369150
Line item description: Cash Carryforward

Increase (in $) : 168,000. Decrease (in $):

Account Number: 11452100 564000
Line item description: Mach & Equip Capital Outlay

Increase (in $): 168,000. Decrease (in $):



Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Grant Agreement L0150 with the Florida Department of Environmental Protection (FDEP) for the Lift Station 08 Relocation 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 secured a grant from FDEP for the Lift Station 08 Relocation project. This project involves designing and building a new lift station on nearby City-owned property, as well as demolishing the existing Lift Station 08. The work will include bypass pumping during construction, creating a new code-compliant structure, rerouting the gravity sewer and force main to the new station, installing a wet well, pumps, valves, piping, manholes, and electrical power and control systems. Additionally, site work and restoration will be part of the project.

FINANCIAL IMPACT:
The grant will cover up to 100% of the project costs, with a maximum funding of $2,000,000.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille had no objections.

SUGGESTED MOTION:

Motion to approve the FDEP grant agreement and authorize the Mayor to execute the agreement on behalf of the City.

ATTACHMENTS:
Agreement Number L0150 with the FDEP

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 Lift Station 08 Relocation**

Agreement Number: **L0150**

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 West, Bradenton, FL 34205**

FEID: **59-6000283-034**

(Grantee)

3. Agreement Begin Date: **July 01, 2025**

Date of Expiration: **December 31, 2028**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (27.4994, -82.5757)**

Project Description: **The Grantee will complete preconstruction activities and construct a new lift station to storm-harden the City of Bradenton sanitary sewer system.**

5. Total Amount of Funding: **$ 2,000,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**LP, GAA LI 1555, FY 25-26, WPSPTF**	$ **2,000,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **2,000,000.00**

6. Department's Grant Manager

Name: **Charity Hudson** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-3192**

Email: **Charity.Hudson@FloridaDEP.gov**

Grantee's Grant Manager

Name: **David Lindsey** or successor

Address: **City of Bradenton**
101 Old Main Streeet West
Bradenton, Florida 34205

Phone: **941-245-1700**

Email: **David.lindsey@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

_____
Charity Hudson, 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. L0150

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 Lift Station 08 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 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 comply with the workers' compensation requirements of Chapter 440, F.S.

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/grants 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 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). See Figure 1 for site plan.

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 8, 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 preconstruction activities, construct a new lift station, and remove the existing Lift Station 8 to storm harden the City's sanitary sewer system. Additional activities include bypass pumping during construction, gravity sewer and force main rerouting to the new station, installation of electrical power, controls systems, and associated appurtenances, and site restoration.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

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. 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: Project Management

Deliverables: The Grantee will perform project management related to 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 4: Construction

Deliverables: The Grantee will construct 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.

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. For the final documentation, the Grantee will also submit 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.

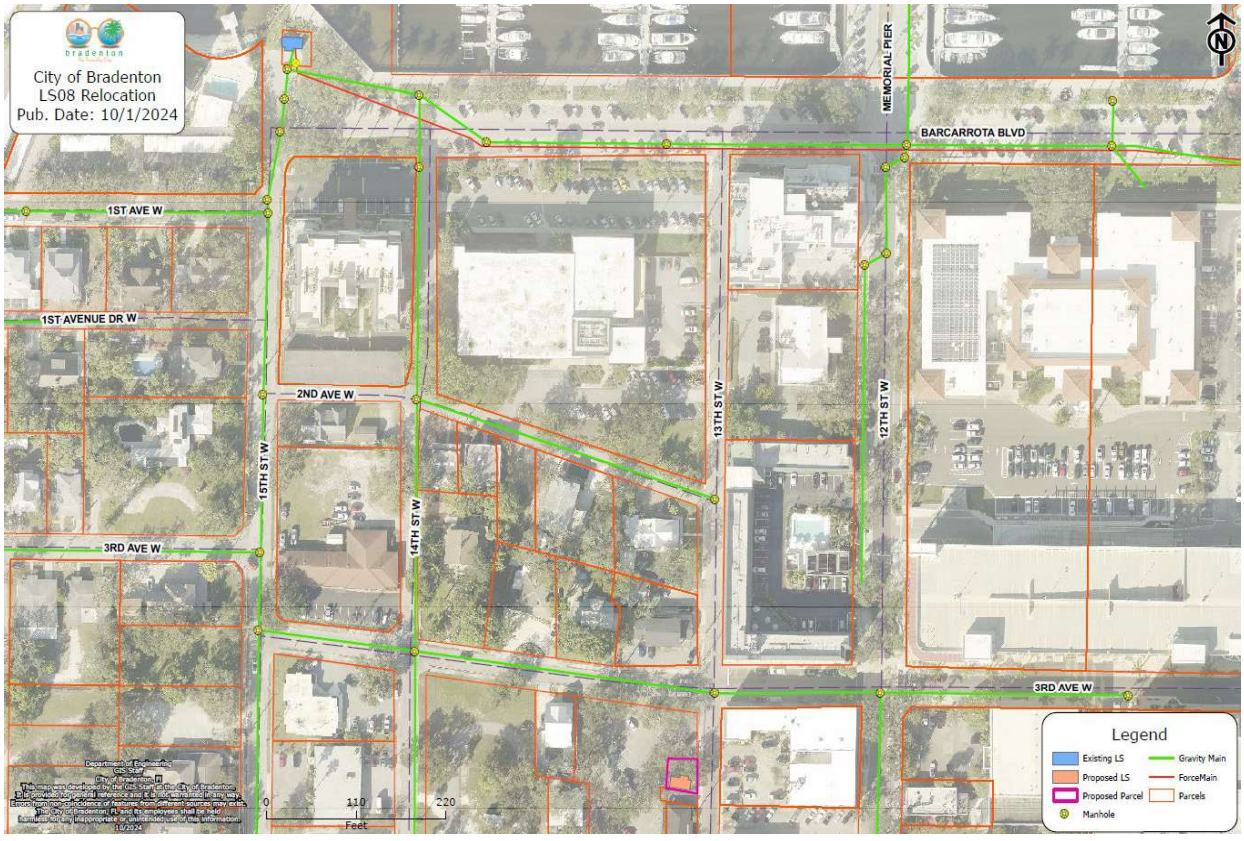
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$600,000	07/01/2025	06/30/2028
2	Bidding and Contractor Selection	Contractual Services	$50,000	07/01/2025	06/30/2028
3	Project Management	Contractual Services	$350,000	07/01/2025	06/30/2028
4	Construction	Contractual Services	$1,000,000	07/01/2025	06/30/2028
		Total:	$2,000,000		

Figure 1: Site Plan



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 or 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	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	$2,000,000	149950
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

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.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Grant Agreement L0153 with the Florida Department of Environmental Protection (FDEP) for the Water Reclamation Facility Equalization Tank 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 has secured a grant from FDEP for the Water Reclamation Facility Equalization Tank Project. The project involves designing and constructing a 2-million-gallon concrete storage tank, along with mixing and aeration equipment, piping and fittings from the existing headworks to the tank, and a properly sized pump station with a controls package. This funding will cover the design phase, with additional funding from other sources to complete the construction phase.

FINANCIAL IMPACT:
The grant will cover up to 100% of the design phase, with a maximum funding of $2,000,000.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille had no objections.

SUGGESTED MOTION:
Motion to approve the FDEP grant agreement and authorize the Mayor to execute

the agreement on behalf of the City.

ATTACHMENTS:
Agreement Number L0153 with the FDEP

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 WRF Equalization Tank**

Agreement Number: **L0153**

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 West, Bradenton, FL 34205**

FEID: **59-6000283-034**

(Grantee)

3. Agreement Begin Date: **July 01, 2025**

Date of Expiration: **September 30, 2028**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (27.4842, -82.5656)**

Project Description: **The Grantee will design and construct a 2-million-gallon concrete storage equalization tank, mixing and aeration equipment, pipe and fittings from the existing headworks to the tank, pump station and controls package.**

5. Total Amount of Funding: **$ 2,000,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**LP, GAA LI 1555, FY 25-26, WPSPTF**	$ **2,000,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **2,000,000.00**

6. Department's Grant Manager

Name: **Charity Hudson** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-3192**

Email: **Charity.Hudson@FloridaDEP.gov**

Grantee's Grant Manager

Name: **David Lindsey** or successor

Address: **City of Bradenton**
101 Old Main Streeet West
Bradenton, Florida 34205

Phone: **941-245-1700**

Email: **David.lindsey@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

_____

Charity Hudson, 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. L0153

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 the Bradenton WRF Equalization Tank. 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 comply with the workers' compensation requirements of Chapter 440, F.S.

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/grants 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 WRF Equalization Tank

PROJECT LOCATION: The Project will be located in the City of Bradenton within Manatee County; Lat/Long (27.4842, -82.5656). See Figure 1 for a site plan.

PROJECT BACKGROUND: The City of Bradenton (Grantee) has developed the Bradenton Water Reclamation Facility (WRF) equalization tank project as part of a phased approach to improve reliability and resiliency at the WRF during severe weather events. The plant experienced 2-3 times the permitted flow for more than seventy-five days during the severe weather events of 2024, which led to discharges of partially treated wastewater to the Manatee River. The additional storage provided by this project will allow for excess influent flow to be retained on-site until hydraulic capacity becomes available for treatment. Additional benefits include more uniform flow and nutrient loading, which will improve the efficiency of the treatment process and flexibility of operations.

PROJECT DESCRIPTION: The Grantee will design and construct an approximately 2-million-gallon concrete storage equalization tank, mixing and aeration equipment, pipe, and fittings from the existing headworks to the tank, and an appropriately sized pump station and controls package at the City of Bradenton's WRF, for storage and a more controlled flow of wastewater.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

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 WRF Equalization Tank 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. 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: Project Management

Deliverables: The Grantee will perform project management related to the Bradenton WRF Equalization Tank 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 4: Construction

Deliverables: The Grantee will construct the Bradenton WRF Equalization Tank project in accordance with the final design.

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.

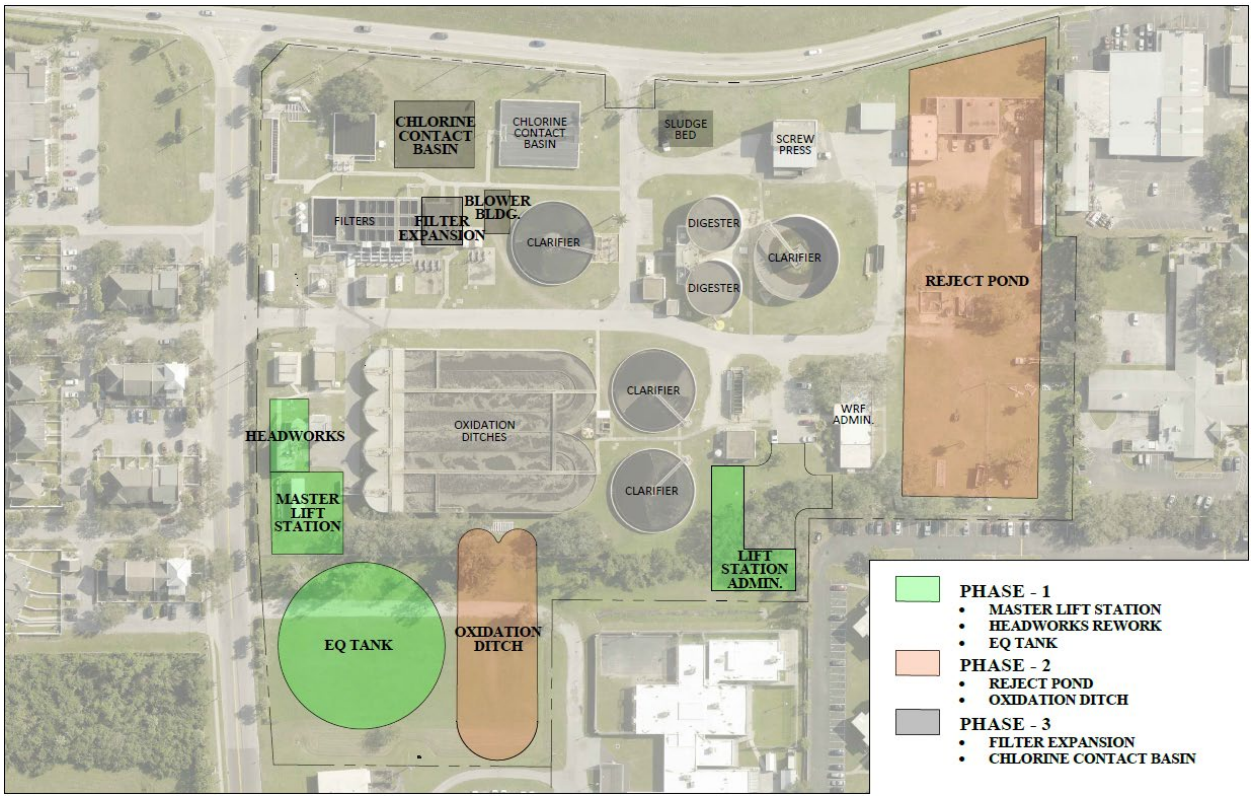
Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$300,000	07/01/2025	03/31/2028
2	Bidding and Contractor Selection	Contractual Services	$50,000	07/01/2025	03/31/2028
3	Project Management	Contractual Services	$250,000	07/01/2025	03/31/2028
4	Construction	Contractual Services	$1,400,000	07/01/2025	03/31/2028
		Total:	$2,000,000		

Figure 1: Site Plan



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	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	2,000,000	149950
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

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.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Jean Totti, Public Works & Utilities

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Utility Easement at 2905 59th Street West - Public Safety Operations Center (PSOC)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A 10 foot wide utility easement is provided to Florida Power & Light (FPL) over a portion of the property located at 2905 59th Street West that houses the Public Safety Operations Center (PSOC). The purpose of the easement is to allow for underground lines run between 59th Street West ROW to the new transformer pad located next to the building. This underground line and transformer is replacing overhead electrical service that is not reliable during storms and other emergencies.

FINANCIAL IMPACT:
No financial impact to the City.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille is reviewing the item.

SUGGESTED MOTION:
Motion to approve the FPL easement located at 2905 59th Street West.

ATTACHMENTS:
Easement Description

Exhibit "A"
Utility Easement Description
(THIS IS NOT A SURVEY)

Description:

A 10-foot-wide utility easement over a portion of the parcel described in Official Records Book 435, Page 542, of the Public Records of Manatee County, Florida, lying in Section 5, Township 35 South, Range 17 East, Manatee County, Florida, being 5.00 feet on each side of the following described centerline:

COMMENCE at the Northwest corner of the Northeast 1/4 of said Section 5; thence S 00°37′31″ W, along the West line of said Section 5, a distance of 1078.00 feet; thence S 89°22′29″ E, perpendicular to said West line, a distance of 50.01 feet to a point on the East right-of-way line of 59th Street West, as described in the deed from the City of Bradenton to Manatee County, recorded in Official Records Book 776, Page 775, of the Public Records of Manatee County, Florida, and as shown on the Road Plat of 59th Street West, recorded in Road Plat Book 8, Page 94, of the Public Records of Manatee County, Florida, said point being the **POINT OF BEGINNING** of the centerline herein described; thence N 89°33′30″ E, along said centerline, a distance of 115.00 feet to the **POINT OF TERMINATION**.

The sidelines of said 10-foot-wide easement are to be extended or shortened to meet at all angle points and to terminate at (1) the East right-of-way line of 59th Street West, and (2) at points lying 5.00 feet on each side of and perpendicular to said centerline at the Point of Termination.

Containing 0.026 acres or 1,150 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description is **NOT** complete without the sketch on Sheet 2 of 2.
3) Information for Section 5 and the boundary of G.T. Bray Park was derived from a boundary survey of G.T. Bray Park, performed by the Manatee County Property Management Department Survey Division, with a field date of 8/25/2017.
4) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35S, Range 17E, being S0° 37' 31"W, referenced to the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).
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: 2025.08.19
07:57:06 -04'00'

08/19/2025

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERD SURVEYOR & MAPPER

SCALE: 1" = 30'

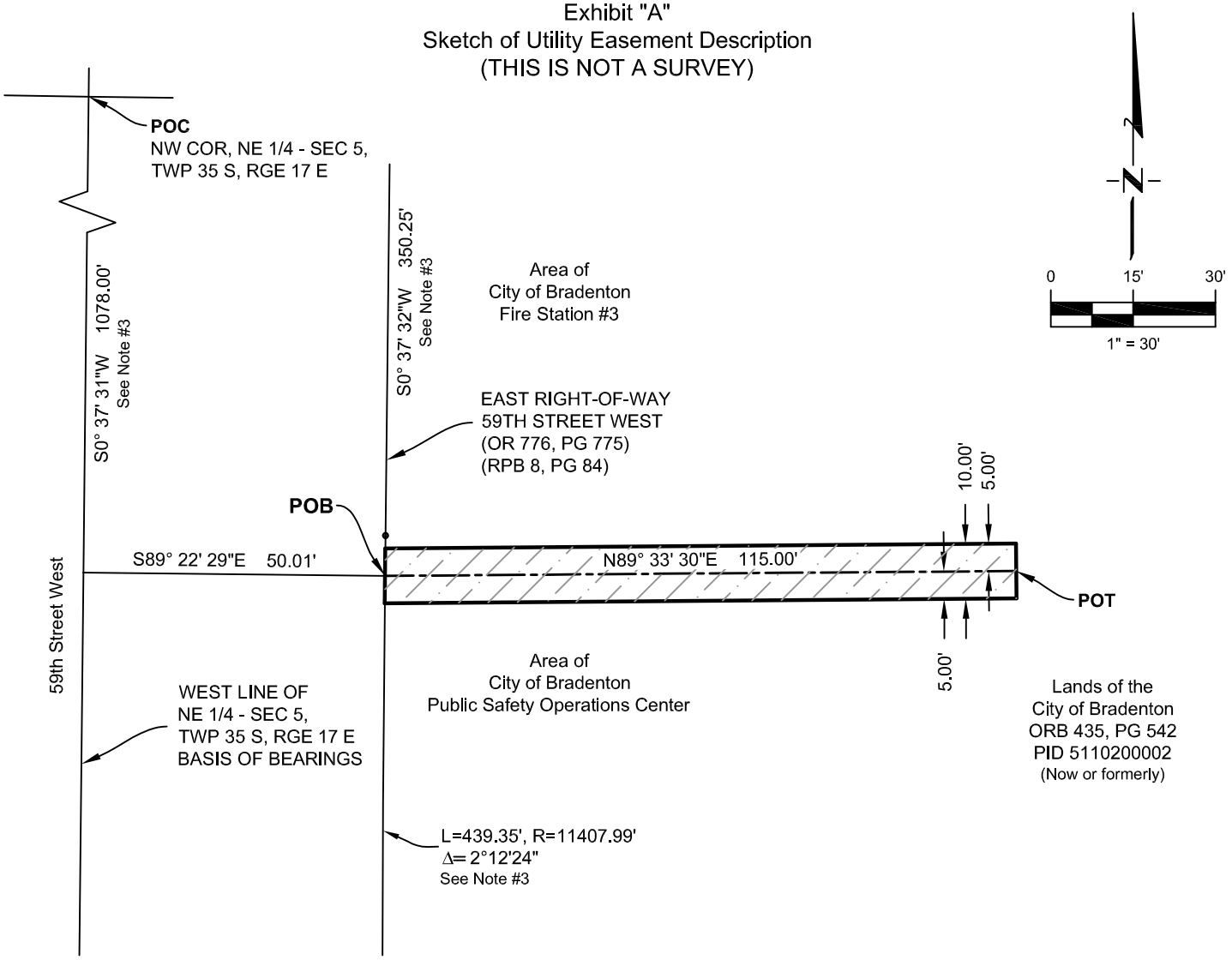
SHEET: 1 OF 2

SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 08/19/202

Exhibit "A"
Sketch of Utility Easement Description
(THIS IS NOT A SURVEY)



Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This sketch is **NOT** complete without the description on Sheet 1 of 2.

3) Information for Section 5 and the boundary of G.T. Bray Park was derived from a boundary survey of G.T. Bray Park, performed by the Manatee County Property Management Department Survey Division, with a field date of 8/25/2017.

4) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35S, Range 17E, being S0° 37' 31"W, referenced to the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).

5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) See Sheet 1 of 2 for additional notes.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

NW	=NORTHWEST	POB	=POINT OF BEGINNING
NE	=NORTHEAST	POT	=POINT OF TERMINUS
SW	=SOUTHWEST	POC	=POINT OF COMMENCEMENT
SE	=SOUTHEAST	RPB	=ROAD PLAT BOOK
#	=NUMBER	OR	=OFFICIAL RECORDS BOOK
		PG	=PAGE
		SEC	=SECTION
		TWP	=TOWNSHIP
		RGE	=RANGE
		COR	=CORNER

SCALE: 1" = 30'

SHEET: 2 OF 2

SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 08/19/202

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Water Main Improvements Change Order No. 3 - Ward 5

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
City staff has identified an existing water main in a dangerous location, it traverses an open waterway above ground. The change order is to relocate the main to a "normal" underground burial and tie into another existing main. The relocation is part of hardening and resiliency as the above ground main is susceptible to storm and anthropogenic influences that may cause a break. The above ground main will be abandoned and removed.

FINANCIAL IMPACT:
The change order will be paid from water main replacement funds, GL account 40859000-563000-25502, approved by Council in September 2024.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Change Order No. 3.

ATTACHMENTS:
Change Order No. 3

CHANGE ORDER (CO) NO. 3

OWNER/CLIENT: City of Bradenton, Florida PROJECT NO.: 40859000-563000-24502 PROJECT MANAGER: Kim Clayback

ENGINEER: PROJECT NO.: PROJECT MANAGER:

CONTRACTOR: C-Squared CGC, Inc PROJECT NO.: PROJECT MANAGER: Sean D'Agostino

PROJECT NAME: NW Ward 5 Water Main Improvements

DATE OF ISSUANCE: August 18, 2025 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
	Substantial completion (days or date): 180
$1,266,444.00	Ready for final payment (days or date): 210
[Increase/Decrease] from previously approved Change Orders No. 1 to No. 2:	[Increase/Decrease] from previously approved Change Orders No. 1 to No. 2:
	Substantial completion (days): 150
$63,767.00	Ready for final payment (days): 150
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): 330
$1,330,211.00	Ready for final payment (days or date): 360
[Increase/Decrease] of this Change Order:	[Increase/Decrease] of this Change Order:
	Substantial completion (days or date): 60
$129,125.00	Ready for final payment (days or date): 90
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): 390
$1,459,336.00	Ready for final payment (days or date): 420

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
Provides for the removal of an existing 6" water main creek crossing in the Braden Castle neighborhood and a replacement crossing located on the existing bridge between Chauncey Ave E and Lafayette St, including all necessary fittings and appurtenances, new aluminum railing, bacteriological testing, and site restoration.		$129,125.00
SUBTOTAL		$129,125.00

ATTACHMENTS
(List documents supporting change.)

New plan sheet CO-3. Proposal from Contractor dated 7/18/2025.

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:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

Date: _____

C-Squared CGC, Inc.
3547 53rd Ave W # 327
Bradenton Fl 34210
941-960-8114
www.c-squaredcgc.com
Quality, Integrity, Reliability.

To:	City Of BRADENTON	**Contact:**	KIM CLAYBACK
Address:	9TH STREET EAST	**Phone:**	941-708-6300
	BRADENTON, FL 34205	**Fax:**	
Project Name:	Braden Castle Water Main	**Bid Number:**	25-079
Project Location:	City Of Bradenton	**Bid Date:**	7/18/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001	Contract Specifications - Bond Cost	1.00	EACH	$2,500.00	$2,500.00
002	Maintenance Of Traffic - Includes Dewatering	1.00	LS	$22,500.00	$22,500.00
003	Record Drawings	1.00	LS	$2,500.00	$2,500.00
004	6" PVC	40.00	LF	$143.00	$5,720.00
005	6" Gate Valve	2.00	EACH	$3,515.00	$7,030.00
006	6" Line Stop	4.00	EACH	$12,000.00	$48,000.00
007	6" 45 Bend	4.00	EACH	$385.00	$1,540.00
008	6" Cap And Plug	2.00	EACH	$350.00	$700.00
009	12" DI Sleeve For Bridge Crossing	20.00	LF	$385.00	$7,700.00
010	6 X 6 X 6 Tee	2.00	EACH	$975.00	$1,950.00
011	Bacterial Sample Points	2.00	EACH	$6,845.00	$13,690.00
012	Remove And Replace Asphaltic Concrete Pavement (Trenches Only)	44.00	SY	$20.00	$880.00
013	Concrete Curb Along Bridge Deck, Including New Railing Along Bridge	15.00	LF	$706.00	$10,590.00
014	Abandoned And Remove Existing Water Main, Plug Seawall	1.00	EACH	$3,825.00	$3,825.00

Total Bid Price: $129,125.00

Notes:

- Prices are good for 60 days from date of proposal.
- Any deviations from said specifications involving extra cost will be executed only upon written order and will become an extrae charge over and above this proposal. All contracted work is warranted for one year after last day of contracted work for defects of workmanship. Work damaged by others will be billed at unit rates plus applicable mobilization. Areas of work left to accommodate others will require an additional mobilization per incident. Field measurements required for final billings.
- If Performance and Payment Bond is required please add 2%.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

C-Squared CGC, Inc.

Authorized Signature: _____

Estimator:



N

GRAPHIC SCALE
0 20 40 80
SCALE IN FEET
1"=80'H

Filename: C:\USERS\S_NUNEZ\DESKTOP\BRADENCASTLE WMI PROJECT\BRADENCASTLEWMI-6-20-25.DWG
Saved on: 6/26/2025 1:13:20 PM By: S_NUNEZ Date Plotted: 6/26/2025 1:13:30 PM

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.,B.R.N.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton The Friendly City

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
888 13TH AVENUE EAST BRADENTON, FLORIDA 34208 (941) 708-6300

BRADENCASTLE
BRADEN CASTLE DR &
CHAUNCEY AVE

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE AUG.,2025
PROJECT NO. #####
SCALE 1"=80' H
DWG. NO.

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Sanitary Pipe Lining at 59th Street West and Cortez Road West - Ward 1

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The work assignment is for lining approximately 4000 LF of clay sanitary pipe to reduce inflow and infiltration in the City sanitary system. The work is being done by Atlantic Pipe, authorized by piggyback PB 25-033NT and is financed in GL accounts 40859000-563000-24504 and 40859000-563000-25504.

FINANCIAL IMPACT:
Funds for the project are available in GL accounts 40859000-563000-24504 and 40859000-563000-25504.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Work Assignment for sanitary pipe lining at 59th Street West and Cortez Road West.

ATTACHMENTS:
Work Assignment
Scope of Work

Proposal from Atlantic Pipe Services

WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE: (LS23F Pipeline)

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 ATLANTIC PIPE SERVICES., 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 1- as follows:

1. SCOPE OF WORK
2. UNIT PRICE SCHEDULE
3. WORK ASSIGNMENT SCHEDULE

Compensation to the Contractor for all of the above identified Services shall not exceed $259.069.47. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Cleaning & Tving, as well as lining approximately 4000 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. for pipelining Services and this Work Assignment dated July/25/2025. _____.

Contractor

BY: Allan Cagle

Printed Name: Allan Cagle

Title: President

Date: 8/3/2025

CITY OF BRADENTON

BY:_____

Date: _____

Scope — LS23F Pipelining Project
This project consists of rehabilitating approximately 4,000 linear feet of sanitary sewer pipe using cured-in-place pipe (CIPP) technology. The work includes cleaning and inspecting the existing pipes to assess their condition, followed by lining the pipes to seal cracks, prevent further deterioration, enhance structural integrity, and extend their service life.

Schedule
The contractor will be allotted 90 calendar days to complete the project, from commencement to final acceptance. The project is scheduled to begin in Fiscal Year 2025, with the official start date to be determined following City Council approval, contractor coordination, and issuance of a formal Notice to Proceed.

ATLANTIC PIPE SERVICES

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSAL

8806

CUSTOMER: *City of Bradenton*	***PHONE:*** *941-345-1688*	***DATE:*** *07/22/2025*
STREET: 101 Old Main Street	***JOB NAME:*** *LS23F - CIPP Rehabilitation Area 1*	
CITY/STATE/ZIP: *Bradenton, FL, 34205*	***JOB LOCATION:*** *59th ST W, Bradenton, FL,*	
ATTN: *Daid Lopez-Rivera*	***E-MAIL:****David.Lopez-Rivera@bradentonfl.gov*	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
	Seq: *CIPP 8"-12"*			
1.00	A-2 CIPP Rehabillitation Mobilization	EA	3,541.00	3,541.00
2,929.00	D-13 Mainline Cure in Place Pipe - 8 inch	LF	43.94	128,700.26
1,081.00	D-13 Mainline Cure in Place Pipe - 12 inch	LF	57.01	61,627.81
29.00	G-1 Lateral Service Reinstatement	EA	354.10	10,268.90
1.00	A-1 Inspection and Cleaning Mobilization	EA	500.00	500.00
4,010.00	B-2 CCTV Inspection and Light Cleaning 8"-12" Diameter	LF	3.15	12,631.50
12.00	L-1 Maintenance of Traffic (Cost plus 10%)	EA	1,650.00	19,800.00
1.00	K-13 Initial Hauling Starup and Mobilization	EA	1,000.00	1,000.00
6.00	K-15 Hauling (2000 to 4000 gal Debris Capacity)	EA	3,500.00	21,000.00
			TOTAL	259,069.47

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate

2) Emergeny Call Outs will be subject to increased rates.

3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified

4) Travel Time charges are assessed on a job by job basis

5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at $75.00 per set.

6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site

7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is comitted to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

1. Pricing will be based on actual field measurements from manhole to manhole.
2. Price quoted does not include any point repairs that may be needed prior to liner installation.
3. Proposal subject to pre-CCTV inspection by Atlantic Pipe Services confirming line(s) are in a condition that is acceptable for rehabilitation.
4. Liner to be installed per ASTM 1216 and manufacturer's specification.
5. Others to supply 2 inch hydrant meter for cleaning and pipe rehabilitation. If hydrants aren't in the work area, water tanker will be needed. Price proposed does not include that cost.
6. Others to provide dewatering/bypass of flows for the duration of installation(if needed).
7. Others to provide reasonable access to line segments to be rehabilitated, including structure/manhole top removal for any pipe 42" and larger.
8. Proposal includes minor MOT, limited to construction ahead signs and traffic cones. Any other MOT(lane closures) needed, to be provided by others.
9. Pricing includes light cleaning only. Additional heavy or mechanical cleaning can be provided at an hourly rate shown below.
10. Proposal does not include bonds or permit fees.
11. Pricing base on a mutually agreed upon and executed contract between Atlantic Pipe Services and Gainesville Regional Utilities contract#2024-083-A

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Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- [x] *Local Dump-Site for safe disposal of debris / waste material removed from Project Location*
- [x] *Local Metered Water Source*
- [x] *Exposure of structures and access to all work areas without delay*
- [x] *Stabilized Access to Work Areas - Two Wheel Drive Accessible*
- [ ] *Access to secure site for equipment storage*
- [x] *Maintenance of Traffic - If Applicable*

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renogotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE		**DATE**	**7/22/2025**
SIGNATURE	*Maria Suarez*		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		**DATE**	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771
(Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Water Main Improvements on 13th Avenue West and 2nd Street West - Ward 5

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The open parcel at the southwest corner of 13th Avenue West and 1st Street West, commonly referred to as the Minnie Rogers site has development plans and an approved site improvement permit in place. The site is currently serviced by a 2" galvanized metal line. In order for the site to be developed and meet current code requirements (water service needs and fire flow), a new water main must be constructed. The CRA will be contributing $500K for construction and the City, through Water Impact fees, will be contributing $170K for the construction of the water line. The intent of economic development allows the use of impact fees for this project. Woodruff and Sons will be doing the construction, work is authorized by PB 23-005KC As Needed Construction approved by Council on 04.26.2023 and expires 02.28.2027.

FINANCIAL IMPACT:
Cost share distribution: $500,000 from the Central CRA and $170,000 from Water Impact Fees.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Work Assignment for water main improvements on 13th Avenue West and 2nd Street West.

ATTACHMENTS:
Work Assignment
Scope of Work
Proposal from Woodruff & Sons, Inc.

WORK ASSIGNMENT

WORK ASSIGNMENT NO. 2025-08-3

WORK ASSIGNMENT TITLE: 2nd St. W. & 13th Ave W. Water Main Improvements

Pursuant to the City of Bradenton, Agreement PB-23-005KC for Pipeline Repair and Replacement entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Woodruff & Sons, Inc., 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: 2nd St. W. & 13th Ave W. 8" Water Main Improvements

Consultant shall perform Tasks as more specifically detailed in Exhibits 1- as follows:

1. SCOPE OF WORK
2. UNIT PRICE PROPOSAL

Compensation to the Contractor for all of the above identified Services shall not exceed $650,595.45. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description #1 2nd St. W. & 13th Ave W. 8" Water Main Improvements - $650,595.45.

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.

Consultant agrees to perform or render Services in accordance with this Agreement No. PB-23-005KC for Pipeline Repair and Replacement and this Work Assignment dated 8/19/2025.

CONTRACTOR: WOODRUFF & SONS, INC.

BY: Donald P. Woodruff

Printed Name: Donald P. Woodruff

Title: President

Date: 8/19/2025

CITY OF BRADENTON

BY:_____

Date: _____

Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

www.woodruffandsons.com

Proposal

To:	City Of Bradenton	**Contact:**	Kim B. Clayback, P.E.
Address:	101 Old Main Street	**Phone:**	
	Bradenton, FL 34205 USA	**Fax:**	
Project Name:	COB 8" Water Main, 2nd St. W. & 13th Ave W.	**Bid Number:**	P24-010r1
Project Location:	2nd St W. & 3rd Ave. W., Bradenton, FL	**Bid Date:**	8/7/2025

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	$31,526.92	$31,526.92
2	Clearing & Grubbing	1.00	LS	$6,041.59	$6,041.59
3	Erosion Control	1.00	LS	$7,302.62	$7,302.62
4	Maintenance Of Traffic	1.00	LS	$7,799.86	$7,799.86
5	Install 12" X 8" Tapping Sleeve & Valve	1.00	EACH	$20,185.20	$20,185.20
6	Install 8" Water Main	1,200.00	LF	$140.51	$168,612.00
7	Install Water Services (Long)	2.00	EACH	$8,388.53	$16,777.06
8	Install Water Service (Short)	9.00	EACH	$5,270.28	$47,432.52
9	Install 8" Gate Valves	4.00	EACH	$2,714.52	$10,858.08
10	Install 8" Tee	1.00	EACH	$1,264.47	$1,264.47
11	Install 8" 45 Degree Bend	8.00	EACH	$1,005.39	$8,043.12
12	Install Fire Hydrants	5.00	EACH	$11,635.90	$58,179.50
13	Test & Chlorinate	1.00	LS	$7,389.26	$7,389.26
14	Construct Tie-in At 6" Valve	1.00	LS	$6,428.61	$6,428.61
15	Sanitary Sewer Service Conflict	12.00	EACH	$3,881.63	$46,579.56
16	Road Restoration	350.00	SY	$225.22	$78,827.00
17	Remove & Replace Sidewalk	170.00	SY	$139.98	$23,796.60
18	Remove & Replace Driveways	90.00	SY	$173.73	$15,635.70
19	Mill & Pave Full Width	3,000.00	SY	$26.96	$80,880.00
20	Final Clean Up	1.00	LS	$7,035.78	$7,035.78

Total Bid Price: $650,595.45

Notes:

- ***Survey, layout and record drawings not included in this proposal.***
- ***Geotechnical testing not included in this proposal.***
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.
- Any item not specifically listed in this proposal is not included.
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Woodruff & Sons, Inc. will not be responsible for identifying or handling any hazardous or contaminated material that may be encountered.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

Woodruff & Sons, Inc.

6450 - 31 st Street East, Bradenton, FL 34203 (physical)
P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

www.woodruffandsons.com

Proposal

To:	City Of Bradenton	**Contact:**	Kim B. Clayback, P.E.
Address:	101 Old Main Street	**Phone:**	
	Bradenton, FL 34205 USA	**Fax:**	
Project Name:	COB 8" Water Main, 2nd St. W. & 13th Ave W.	**Bid Number:**	P24-010r1
Project Location:	2nd St W. & 3rd Ave. W., Bradenton, FL	**Bid Date:**	8/7/2025

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Woodruff & Sons, Inc. - Bid

Authorized Signature: _____

Estimator: Rick Losiniecki
(941) 756-1871 rickl@woodruffandsons.com

13th Ave W and 2nd St W Water Main Improvements (Minnie Rogers)

Scope of Work

Project Scope and Objective:

- The site generally known as Minnie Rogers on the southwest corner of 1st and 13th Ave W has a development agreement in place through the CRA. The site is currently served by a 2" galvanized water line and is insufficient to meet the proposed commercial use at the site.

  The project is intended to install +/- 1200 LF of 8" water main on 2nd St W from 12th Ave to 13th Ave and along 13th Ave W from the railroad tracks to 1st St. New water services will be installed as well as 3 new fire hydrants as part of the project. Following completion of the installation, the roadway will be resurfaced from curb to curb within the project area. The project will loop the system in accordance with City standards, provide the required fire flow to site for development, and replace an undersized and aged water system in the community.

Project Tasks:

- Shop drawing submittals for approval
- Mobilization and installation of water main, service laterals and hydrants
- MOT
- Water Main Testing
- Restoration or roadway and ROW

Deliverables:

- Complete water system

Staffing:

- As needed for each task, generally a crew of five

Schedule:

- Shop drawings – 30 days from NTP
- Substantial completion – 90 days from NTP
- Final completion – 120 day from NTP

Cost:

- See Attached

Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

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Proposal

To:	City Of Bradenton	**Contact:**	Kim B. Clayback, P.E.
Address:	101 Old Main Street	**Phone:**	
	Bradenton, FL 34205 USA	**Fax:**	
Project Name:	COB 8" Water Main, 2nd St. W. & 13th Ave W.	**Bid Number:**	P24-010r1
Project Location:	2nd St W. & 3rd Ave. W., Bradenton, FL	**Bid Date:**	8/7/2025

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	$31,526.92	$31,526.92
2	Clearing & Grubbing	1.00	LS	$6,041.59	$6,041.59
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4	Maintenance Of Traffic	1.00	LS	$7,799.86	$7,799.86
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6	Install 8" Water Main	1,200.00	LF	$140.51	$168,612.00
7	Install Water Services (Long)	2.00	EACH	$8,388.53	$16,777.06
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9	Install 8" Gate Valves	4.00	EACH	$2,714.52	$10,858.08
10	Install 8" Tee	1.00	EACH	$1,264.47	$1,264.47
11	Install 8" 45 Degree Bend	8.00	EACH	$1,005.39	$8,043.12
12	Install Fire Hydrants	5.00	EACH	$11,635.90	$58,179.50
13	Test & Chlorinate	1.00	LS	$7,389.26	$7,389.26
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18	Remove & Replace Driveways	90.00	SY	$173.73	$15,635.70
19	Mill & Pave Full Width	3,000.00	SY	$26.96	$80,880.00
20	Final Clean Up	1.00	LS	$7,035.78	$7,035.78

Total Bid Price: $650,595.45

Notes:

- ***Survey, layout and record drawings not included in this proposal.***
- ***Geotechnical testing not included in this proposal.***
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.
- Any item not specifically listed in this proposal is not included.
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Woodruff & Sons, Inc. will not be responsible for identifying or handling any hazardous or contaminated material that may be encountered.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

Woodruff & Sons, Inc.

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Proposal

To:	City Of Bradenton	**Contact:**	Kim B. Clayback, P.E.
Address:	101 Old Main Street	**Phone:**	
	Bradenton, FL 34205 USA	**Fax:**	
Project Name:	COB 8" Water Main, 2nd St. W. & 13th Ave W.	**Bid Number:**	P24-010r1
Project Location:	2nd St W. & 3rd Ave. W., Bradenton, FL	**Bid Date:**	8/7/2025

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Woodruff & Sons, Inc. - Bid

Authorized Signature: _____

Estimator: Rick Losiniecki
(941) 756-1871 rickl@woodruffandsons.com

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Sanitary Pipe Lining on LS23A - Ward 1

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The work assignment is part of the City's ongoing efforts to reduce inflow and infiltration in the sanitary sewer system. This assignment includes lining for approximately 2 miles of clay pipe installed in the 1970's and 80's.

FINANCIAL IMPACT:
The project is fully funded through an award from a FDEP state appropriation.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Work Assignment for sanitary pipe lining on Lift Station 23A.

ATTACHMENTS:
Work Assignment
Scope of Work
Proposal from Atlantic Pipe Services

WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE: (LS23A Pipeline)

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 ATLANTIC PIPE SERVICES., 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 1- as follows:

1. SCOPE OF WORK
2. UNIT PRICE SCHEDULE
3. WORK ASSIGNMENT SCHEDULE

Compensation to the Contractor for all of the above identified Services shall not exceed $671,253.54. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Cleaning & Tving, as well as lining approximately 10,400 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. for pipelining Services and this Work Assignment dated August/01/2025. _____.

Contractor

BY: Allan Cagle

Printed Name: Allan Cagle

Title: President

Date: 8/3/2025

CITY OF BRADENTON

BY:_____

Date: _____

Scope — LS23A Pipelining Project
This project consists of rehabilitating approximately 10,400 linear feet of sanitary sewer pipe using cured-in-place pipe (CIPP) technology. The work includes cleaning and inspecting the existing pipes to assess their condition, followed by lining the pipes to seal cracks, prevent further deterioration, enhance structural integrity, and extend their service life.

Schedule
The contractor will be allotted 90 calendar days to complete the project, from commencement to final acceptance. The project is scheduled to begin in Fiscal Year 2025, with the official start date to be determined following City Council approval, contractor coordination, and issuance of a formal Notice to Proceed.

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSAL

8826

CUSTOMER: *City of Bradenton*	***PHONE:*** *941-345-1688*	***DATE:*** *07/23/2025*
STREET: 888 13th Avenue E	***JOB NAME:*** *LS23A - CIPP Rehabilation Area 2*	
CITY/STATE/ZIP: *Bradenton, FL, 34208*	***JOB LOCATION:*** *60th ST W, Bradenton, FL, Bradenton, FL,*	
ATTN: *David Lopez-Rivera*	***E-MAIL:****David.Lopez-Rivera@bradentonfl.gov*	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
	Seq: *CIPP Sewer 8" - 12"*			
1.00	A-1 Inspection and Cleaning Mobilization	EA	500.00	500.00
1.00	A-2 CIPP Rahabilation Mobilization	EA	3,541.00	3,541.00
10,716.00	B-2 CCTV Inspection and Light Cleaning 8"-12" Diameter	LF	3.15	33,755.40
3,000.00	B-7 Heavy Cleaning 8"-12" Diameter	LF	2.15	6,450.00
7,148.00	D-13 CIPP Lining 8"	LF	43.94	314,083.12
688.00	D-15 CIPP Lining 10"	LF	50.95	35,053.60
2,882.00	D-17 CIPP Lining 12"	LF	57.01	164,302.82
236.00	G-1 Lateral Service Reinstatement	EA	354.10	83,567.60
6.00	K-15 Hauling (2000 to 4000 gal Debris Capasity)	DYS	3,500.00	21,000.00
0.00	L-1 Traffic Control - Right of Way per FDOT Index	EA	0.00	0.00
4.00	L-2 Flafmen (2 Required, 8 hour min)	DYS	2,250.00	9,000.00
			TOTAL	671,253.54

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate

2) Emergeny Call Outs will be subject to increased rates.

3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified

4) Travel Time charges are assessed on a job by job basis

5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at $75.00 per set.

6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site

7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is comitted to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

1. Pricing will be based on actual field measurements from manhole to manhole.
2. Price quoted does not include any point repairs that may be needed prior to liner installation.
3. Proposal subject to pre-CCTV inspection by Atlantic Pipe Services confirming line(s) are in a condition that is acceptable for rehabilitation.
4. Liner to be installed per ASTM 1216 and manufacturer's specification.
5. Others to supply 2 inch hydrant meter for cleaning and pipe rehabilitation. If hydrants aren't in the work area, water tanker will be needed. Price proposed does not include that cost.
6. Others to provide dewatering/bypass of flows for the duration of installation(if needed).
7. Others to provide reasonable access to line segments to be rehabilitated, including structure/manhole top removal for any pipe 42" and larger.
8. Proposal includes minor MOT, limited to construction ahead signs and traffic cones. Any other MOT(lane closures) needed, to be provided by others.
9. Pricing includes light cleaning only. Additional heavy or mechanical cleaning can be provided at an hourly rate shown below.
10. Proposal does not include bonds or permit fees.
11. Pricing base on a mutually agreed upon and executed contract between Atlantic Pipe Services and Gainesville Regional Utilities contract#2024-083A

1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- [x] *Local Dump-Site for safe disposal of debris / waste material removed from Project Location*
- [x] *Local Metered Water Source*
- [x] *Exposure of structures and access to all work areas without delay*
- [x] *Stabilized Access to Work Areas - Two Wheel Drive Accessible*
- [ ] *Access to secure site for equipment storage*
- [x] *Maintenance of Traffic - If Applicable*

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renogotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE		**DATE**	**7/23/2025**
SIGNATURE	*Maria Suarez*		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		**DATE**	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771
(Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-25-041NT with SAG Cocoa, LLC. D/B/A Cocoa Ford

SUGGESTED ACTION: Approve agreement for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
SAG Cocoa, LLC d/b/a Cocoa Ford, Florida limited liability company ("Vendor"), agrees to enter into an agreement with the City of Bradenton, Florida to furnish new motor vehicles to the City on an as-needed basis. This Contract is in accordance with the specifications per School Board of Brevard County, Florida Invitation to Bid# 24-0217-B-HD for the provision of new motor vehicles on an as-needed basis (the "ITB"), the Approved Bid Sheet, and Vendor's Response to the 1TB (collectively, the "Contract Documents"), attached hereto and incorporated herein as Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through February 25, 2028, with one (1) additional two (2) year renewal.

FINANCIAL IMPACT:
The funds will be from impact fees.

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

SUGGESTED MOTION:
Motion to approve agreement PB-25-041NT with SAG Cocoa, LLC. D/B/A Cocoa

Ford.

ATTACHMENTS:
Agreement PB-25-041NT with SAG Cocoa, LLC

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-25-041NT BETWEEN
THE CITY OF BRADENTON AND SAG COCOA, LLC D/B/A COCOA FORD

SAG Cocoa, LLC d/b/a Cocoa Ford, Florida limited liability company ("Vendor"), agrees to enter into an agreement with the City of Bradenton, Florida to furnish new motor vehicles to the City on an as-needed basis. This Contract is in accordance with the specifications per School Board of Brevard County, Florida Invitation to Bid # 24-0217-B-HD for the provision of new motor vehicles on an as-needed basis (the "ITB"), the Approved Bid Sheet, and Vendor's Response to the ITB (collectively, the "Contract Documents"), attached hereto and incorporated herein as Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through February 25, 2028, with one (1) additional two (2) year renewal with the following modifications:

1. All references to the "School Board of Brevard County", the "School Board", the "District", and "BPS" shall be replaced with "City of Bradenton" and "City".

2. Section 4.41 of the Contract Documents shall be modified to reflect that venue for any dispute arising out of the Contract shall be in the state courts in Manatee County, Florida, and the United States District Court, Middle District of Florida, Tampa Division.

3. Section 4.40 (F) of the Contract Documents shall be deleted and replaced with the following:

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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

4. The Contract Documents shall be modified to reflect the following:

Any notices, reports, or any other type of documentation required by this Contract shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

To City:	City of Bradenton Attn: Purchasing 101 Old Main Street Bradenton, Florida 34205
With a copy to:	Blalock Walters, P.A Attn: Scott E. Rudacille, Esquire 802 11th Street West Bradenton, Florida 34205 **srudacille@blalockwalters.com**
To Vendor:	SAG Cocoa LLC DBA Coca Ford Attn: Kane Robbins 1360 West King Street Cocoa, FL 32922 Email: krobbins@cocoafordfl.com

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.

KANE ROBBINS MANAGER, Karmela Sutton Dealer Principal
SAG Cocoa, LLC d/b/a Cocoa Ford

8/18/25 / 8/18/25
Date

Gene Brown, Mayor
City of Bradenton

Date

Erin Jones
Erin Jones CPPB NIGP-CPP, Purchasing Manager
City of Bradenton

8/19/2025
Date

APPROVED
B.A. 02-25-2025

PROSCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – February 25, 2025

PROCUREMENT SOLICITATION **ITB# 25-0217-B-HD (Co-Op) Motor Vehicle Discount Bid**

☒ **(ITB)** Invitation To Bid	☐ **(ITN)** Invitation To Negotiate	☐ **(PB)** Piggyback
☐ **(RFP)** Request For Proposal	☐ **(RFQ)** Request For Qualifications	☐ **(SC)** State Contract
☐ **(SS)** Sole Source		

REQUESTOR: OPS - Transportation Services **Legal Review Required:** ☐ Yes ☒ No

Standard Template Used with No Changes: ☒ Yes ☐ No

Standard Template: ITB

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Beck Auto Sales, Inc. Carl Black of Orlando, Inc. Crown Automotive Management, Inc. SAG Cocoa, LLC dba Cocoa Ford Step Automotive Group Tropical Ford, Inc. TT of Smyrna Beach, LLC	Variable	New Vehicles (Cars, Trucks, SUVs, Vans & Mini Vans, Etc.)
Total	Variable	

☐ **Recurring Contract**	**New Contract Amount**	Variable
☒ **New Contract**	**Previous Contract Amount**	N/A
	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

The intent of this contract is to provide firm fixed pricing and discounted markup rates for the purchase of new motor vehicles on an as needed basis. The awarded vendors shall supply new motor vehicles at the fixed pricing and discounted markup rates listed in the attached bid tabulation.

The standard ITB template has been used, which does not require legal review.

CONTRACT TERM:

The initial contract term shall commence February 26, 2025 and continue through February 25, 2028 with one (1) optional two (2) year renewal period.

RECOMMENDATION:

It is the recommendation of Rachad T. Wilson, Chief Operating Officer and Dr. Michael Miller, Director, Transportation Services to approve the mentioned ITB with the above listed vendors.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012

TABSHEET
ITB # 25-0217-B-HD
(Co-Op) Motor Vehicle Discount Bid
Janury 21, 2025 at 2:00 PM
Opened By: OpenGov
Reviewed By: Heidi Dotson
This is the tabsheet showing award recommendation pending Board Approval February 25, 2025

Date Solicited: December 2, 2024

Date Opened: January 21, 2025

17,141 Firms Solicited **3,607 MWBE**

33 Planholders **7 Submittals**

	Beck Auto Sales, Inc. 436 North Highway 17, Palatka, FL. 32177 Paul Fesrchke 904-347-7998	Carl Black of Orlando, Inc. 11500 East Colonial Drive, Orlando, FL. 32817 Edgar Massoni 305-781-3661	Crown Automotive Management, Inc. aka, Crown Automotive Group 6001 34th Street North, St. Petersburg, FL. 33714 Seth Edelman 727-939-6606	SAG Cocoa, LLC dba Cocoa Ford 1360 West King Street, Cocoa, FL. 32922 Kane Robbins 321-632-2222, Ext. 4107	Step One Automotive Group 696 Beal Parkway, Northwest, Fort Walton Beach, FL. 32547 Eric Jore 407-234-5116	Tropical Ford, Inc. 9900 South Orange Blossom Trail, Orlando, FL. 32837 Jeremy Swain 407-851-3800, ext. 305	TT of Smyrna Beach, LLC 2375 State Road 44, New Smyrna Beach, FL. 32168 Thomas Mahoney 631-651-1838
Completed Bidder's Acknowledgement	Yes	Yes	Yes	Yes	Yes	Yes	Yes
FL Dept. of State Division of Corporations Number	V52411	L16000041765	P03000151342	L23000239402	L16000045819	858240	L14000058081
Confidential Materials Enclosed	No	No	No	No	No	No	No
Addenda (if applicable)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
References Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Local Business Tax Receipts	N/A	Yes	Yes	N/A	N/A	Yes	N/A
Current W-9	Yes	Yes	N/A	Yes	Yes	Yes	Yes
Proof of Insurance	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Human Trafficking Affidavit	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Certified Business Program Reciprocity Affidavit (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bidder's Statement of Principal Place of Business (if applicable)	Florida	Florida	Florida/Ohio/TN	Florida	Florida	Florida	Florida

Licenses/Certifications (if applicable)			N/A	N/A	N/A	N/A	N/A	N/A	N/A
GROUP 1									
SEDANS & HATCHBACKS									
Item #	Brand	*Model	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %
1	Chevrolet	Malibu	3.50%	4.00%					3.00%
2	Dodge	Charger	3.50%						
3	Hyundai	Elantra			2.00%				
4		Elantra (Hybrid)			2.50%				
5		Sonata			4.00%				
6		Sonata (Hybrid)			2.50%				
7	Kia	K4			2.50%		3.80%		
8		K5			2.50%		3.80%		
9	Nissan	Altima	3.50%		3.80%		3.20%		
10		Maxima	3.50%				3.20%		
11		Sentra	3.50%		3.80%		3.20%		
12		Versa	3.50%				3.20%		
13	Subaru	Legacy					3.20%		
14	Volkswagen	Arteon					3.20%		

15	Volkswagen	Jetta					3.20%		
16	Subaru	Impreza					3.90%		
17	Volkswagen	Golf					3.90%		
GROUP 2									
VANS & MINI VANS									
Item #	Brand	*Model	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %
18	Chrysler	Pacifica			2.00%		2.90%		
19		Pacifica (Hybrid)			1.80%		2.90%		
20	Ford	Transit Connect Cargo Van						2.50%	
21		Transit Connect Passgr. Wagon						2.50%	
22	Kia	Carnival					3.90%		
23	Chevrolet	Express Cargo Van		4.00%			2.90%		3.00%
24		Express Passenger Van		4.00%			2.90%		3.00%
25	Ford	Transit Cargo Van				0.00%	2.80%	2.50%	
26		Transit Crew Van					2.80%	2.50%	

27		Transit Passenger Van				0.00%	2.80%	2.50%	
28	GMC	Savana Cargo Van					2.90%		
29		Savana Passenger Van					2.90%		
30	Mercedes-Benz	Sprinter Cargo Van			4.00%				
31	Ram	ProMaster Cargo Van			2.50%		2.90%		
32		ProMaster Window Van			2.00%		2.90%		
33	Chevrolet	E-Transit Cutaway		4.00%			3.50%		3.00%
34	Ford	Transit Cutaway				0.00%		2.50%	
35	GMC	Savana Cutaway		4.00%			2.90%		
36	Mercedes-Benz	Cab Chassis			4.00%				
37	Ram	ProMaster Chassis Cab			2.00%		3.20%		
38		ProMaster Cutaway			2.00%		3.20%		
GROUP 3									
SPORT UTILITY VEHICLES									

Item #	Brand	*Model	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %
39	Buick	Enclave	3.00%	4.00%	2.50%		3.10%		
40		Encore	3.00%	4.00%			3.10%		
41		Encore GX	3.00%	4.00%	1.80%		3.10%		
42		Envision	3.00%	4.00%	3.00%		3.10%		
43	Chevrolet	Blazer	3.00%	4.00%			2.90%		3.00%
44		Equinox	3.00%	4.00%			2.90%		3.00%
45		Trailblazer	3.00%	4.00%			2.90%		3.00%
46		Traverse	3.00%	4.00%			2.90%		3.00%
47	Ford	Bronco Sport	3.00%			0.00%	2.80%	2.50%	
48		Edge	3.00%					2.50%	
49		Escape	3.00%			0.00%	2.90%	2.50%	
50		Explorer	3.00%			0.00%	2.70%	2.50%	
51	GMC	Acadia	3.00%	4.00%	2.50%		3.20%		
52		Terrain	3.00%	4.00%	2.50%		3.20%		
53	Hyundai	Kona			2.50%				
54		Palisade			3.00%				
55		Santa Fe			3.00%				
56		Santa Fe (Hybrid)			2.80%				

57		Tucson			3.00%				
58		Tucson (Hybrid)			2.50%				
59	Jeep	Cherokee	3.50%						
60		Compass	3.50%		1.50%		3.30%		
61		Renegade	3.50%						
62	Kia	Niro					3.90%		
63		Seltos					3.90%		
64		Sorento			2.20%		3.90%		
65		Soul					3.90%		
66		Sportage			2.50%		3.90%		
67		Telluride			2.30%		3.90%		
68	Nissan	Kicks	3.50%				3.50%		
69		Murano	3.50%		4.00%		3.50%		
70		Pathfinder	3.50%		4.00%		3.50%		
71		Rogue	3.50%		4.00%		3.50%		
72		Rogue Sport	3.50%				3.50%		
73	Subaru	Ascent					3.90%		
74		Crosstrek					3.90%		
75		Forester					3.90%		
76		Outback					3.90%		

77	Volkswagen	Atlas					3.90%		
78		Atlas Cross Sport					3.90%		
79		Tiguan					3.90%		
80		Taos					3.90%		
81	Chevrolet	Suburban	3.50%	4.00%			2.90%		3.00%
82		Tahoe	3.50%	4.00%			2.80%		3.00%
83	Dodge	Durango	3.50%		2.00%		2.90%		
84	Ford	Bronco	3.50%			0.00%	2.90%	2.50%	
85		Expedition	3.50%			0.00%	2.90%	2.50%	
86	GMC	Yukon	3.50%				2.80%		
87		Yukon XL	3.50%				2.80%		
88	Jeep	Grand Cherokee	3.50%		2.10%		2.90%		
89		Wagoneer	3.50%		2.00%		3.10%		
90		Wrangler	3.50%		2.00%		3.10%		
91	Nissan	Armada	3.50%				3.50%		

GROUP 4

LIGHT DUTY TRUCKS

Item #	Brand	*Model	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %
92	Chevrolet	Colorado	3.50%	4.00%			3.90%		3.00%

93	Ford	Maverick	3.50%			0.00%	2.80%	2.50%	
94		Maverick (Hybrid)	3.50%			0.00%	2.80%	2.50%	
95		Ranger	3.50%			0.00%	2.90%	2.50%	
96	GMC	Canyon	3.50%	4.00%			3.90%		
97	Hyundai	Santa Cruz			2.30%				
98	Jeep	Gladiator	3.50%		2.00%		3.20%		
99	Nissan	Frontier	3.50%		2.50%		3.50%		
100	Chevrolet	Silverado 1500	3.50%	4.00%			2.90%		3.00%
101		Silverado 2500 HD	3.50%	4.00%			2.90%		3.00%
102	Ford	F-150	3.50%			0.00%	2.80%	2.50%	
103		F-150 (Hybrid)	3.50%			0.00%	2.80%	2.50%	
104		Super Duty F-250	3.50%			0.00%	2.70%	2.50%	
105	GMC	Sierra 1500	3.50%	4.00%	2.40%		2.90%		
106		Sierra 2500 HD	3.50%	4.00%			2.80%		
107	Nissan	Titan	3.50%		4.00%		3.40%		
108		Titan XD	3.50%				3.50%		
109	Ram	Ram 1500	3.50%		2.90%		2.90%		
110		Ram 1500 Classic	3.50%						
111		Ram 1500 (Hybrid)	3.50%				3.10%		
112		Ram 2500	3.50%		2.90%		2.90%		

GROUP 5									
MEDIUM & HEAVY DUTY TRUCKS									
Item #	Brand	*Model	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %
113	Chevrolet	Silverado 3500 HD	3.50%	4.00%			2.90%		3.00%
114	Ford	Super Duty F-350	3.50%			0.00%	2.80%	2.50%	
115		Super Duty F-450	3.50%			0.00%	2.80%	2.50%	
116	GMC	Sierra 3500 HD	3.50%	4.00%			2.90%		
117	Ram	3500	3.50%		3.00%		2.80%		
118	Chevrolet	Silverado 3500 HD Chassis Cab	3.50%	4.00%			2.90%		3.00%
119		Silverado 4500 HD Chassis Cab	3.50%	4.00%					
120		Silverado 5500 HD Chassis Cab	3.50%	4.00%					
121		Silverado 6500 HD Chassis Cab	3.50%	4.00%					
122	Ford	Chassis Cab F-350	3.50%			0.00%	2.80%	2.50%	
123		Chassis Cab F-450	3.50%			0.00%	2.80%	2.50%	
124		Chassis Cab F-550	3.50%			0.00%	2.80%	2.50%	

125		Chassis Cab F-600	3.50%			0.00%	2.90%	2.50%	
126	GMC	Sierra 3500 HD Chassis Cab	3.50%	4.00%			3.20%		
127	Ram	Chassis Cab 3500	3.50%		1.80%		2.90%		
128		Chassis Cab 4500	3.50%		3.50%		2.80%		
129		Chassis Cab 5500	3.50%		3.50%		2.70%		
GROUP 6									
LAW ENFORCEMENT VEHICLES & MOTORCYCLES									
Item #	Brand	*Model	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %
130	Chevrolet	Blazer EV Police Pursuit Vehicle (Electric)	3.50%	4.00%			3.20%		3.00%
131		Silverado Police Pursuit Vehicle	3.50%	4.00%			2.90%		3.00%
132		Tahoe Police Pursuit Vehicle	3.50%	4.00%			2.80%		3.00%
133	Dodge	Charger Pursuit	3.50%				2.80%		
134		Durango Pursuit	3.50%		4.00%		2.80%		
135	Ford	F-150 Police Responder	3.50%			0.00%	2.70%	2.50%	

136	Ford	Police Interceptor Utility	3.50%			0.00%	2.20%	2.50%	
137	Ford	Police Interceptor Utility (Hybrid)	3.50%			0.00%	2.20%	2.50%	
138	Chevrolet	Bolt EUV Special Service Vehicle	3.50%				3.10%		
139		Bolt EV Special Service Vehicle	3.50%				3.10%		
140		Silverado Special Service Vehicle	3.50%	4.00%			2.90%		3.00%
141		Tahoe Special Service Vehicle	3.50%	4.00%			2.80%		3.00%
142		Traverse Special Service Vehicle	3.50%				2.80%		
143	Dodge	Durango Special Service	3.50%				2.90%		
144	Ford	Expedition Special Service Vehicle	3.50%			0.00%	2.80%	2.50%	
145		F-150 Special Service Vehicle	3.50%				2.90%	2.50%	
146		F-150 Special Service Vehicle HYB	3.50%				2.90%	2.50%	
147		F-150 Lightning Pro Special Service Vehicle (Electric)	3.50%			0.00%	2.80%	2.50%	
148	Ram	1500 Classic Special Service	3.50%				2.90%		

149	Chevrolet	Express Transport Van	3.50%	4.00%			3.10%		3.00%
150	Ford	E-Transit Prisoner Transit Vehicle (Electric)	3.50%			0.00%	2.90%	2.50%	
151		Transit Prisoner Transport Vehicle	3.50%			0.00%	2.90%	2.50%	
152	Chevrolet	Camaro 1LS, 1LT, LT1, and 1SS Coupes	3.50%						
153	Dodge	Challenger SXT, GT, and R/T	3.50%						
154	Ford	Mustang GT Fsbk & EcoBst. Fsbk	3.50%			0.00%	2.80%	2.50%	
155	Harley-Davidson	Police Electra Glide			4.00%				
156		Police Road Glide			4.00%				
157		Police Road King			4.00%				

Award Key	Primary	Secondary	Tertiary

Brevard Public Schools

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

PROCUREMENT & DISTRIBUTION SERVICES
2700 Judge Fran Jamieson Way
Viera, FL 62940

INVITATION TO BID

SCOPE OF WORK AND SPECIAL TERMS &CONDITIONS

24-0217-B-HD, (CO-OP) MOTOR VEHICLE DISCOUNT BID

ALL PROPOSALS DUE BY: Tuesday, January 21, 2025 BY 2:00 PM ET
NOTE: PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE ACCEPTED.

PRE-PROPOSAL MEETING: WEDNESDAY, DECEMBER 11, 2024

PROCUREMENT CONTACT: HEIDI DOTSON, SENIOR PROCUREMENT AGENT
PHONE: (321) 633-1000 EXT: 11107
EMAIL: DOTSON.HEIDI@BREVARDSCHOOLS.ORG

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/brevardschools

1. Introduction

1.1. Summary

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Discount Bids to furnish **New Motor Vehicles** on an as needed basis for the use of The School Board of Brevard County, Florida (School Board), Lead Entity, for the Brevard County Public Entity Purchasing Cooperative. (Co-Op)

1.2. Contact Information

Deadline for Questions

The deadline to submit questions related to this solicitation is 3:00 pm on Wednesday, December 18, 2024.

Questions regarding this solicitation are to be submitted directly through the OpenGov Question & Answer portal. Any questions submitted after the date and time specified may not be considered.

Procurement Contact

Do not contact any District employee or official regarding this solicitation except the procurement agent listed below:

Heidi Dotson
Senior Procurement Agent
dotson.heidi@brevardschools.org
(321) 633-1000 Ext: 11107

Requesting Department

OPS-Transportation Services/9640

1.3. Timeline

Release Project Date:	December 2, 2024
Pre-Proposal Meeting (Non-Mandatory):	December 11, 2024, 10:00am ESF Brevard Public Schools, Facilities Conference Room 804B, 2700 Judge Fran Jamieson Way, Viera, Florida 32940
Question Submission Deadline:	December 18, 2024, 3:00pm
Proposal Submission Deadline:	January 21, 2025, 2:00pm

2. Brevard County Public Entity Purchasing Cooperative



2.1. Background

This solicitation represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative.

Local Governmental entities within the Brevard County area, currently consisting of 13-members, have entered into an Interlocal Agreement to create a Cooperative Purchasing group within our geographical area. The Brevard County Public Purchasing Cooperative was formed in an effort to develop cooperative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products and lower administrative costs.

2.2. Cooperative Participants

Brevard County Board of County Commissioners
Brevard County School Board
Canaveral Port Authority
City of Cape Canaveral
City of Cocoa
City of Cocoa Beach
City of Indian Harbour Beach
City of Melbourne
City of Melbourne Beach
City of Palm Bay
City of Rockledge
City of Satellite Beach
City of Titusville

2.3. Cooperative Procurement Operational Procedures

A. All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Entity". All responses are to be returned in accordance with the instructions contained within the project portal.

B. The solicitation specifications, terms and conditions shall be the controlling document. Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract and issue its own tax exemption certificates as required by the Contractor.

C. Invoicing instructions and delivery locations will be in accordance with the respective entity requirements.

D. Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.

E. The Contractor(s) shall furnish the Lead Entity a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include Agency name, contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.

F. Municipalities and other governmental entities which are not members of the Brevard County Public Entity Purchasing Cooperative may utilize any contract awarded by the Brevard County Public Entity Purchasing Cooperative. Public Entity Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead entity.

G. None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

3. Scope of Work

3.1. PURPOSE

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish (CO-OP) Motor Vehicle Discount Bid to be used as noted by The School Board of Brevard County, Florida.

3.2. SCOPE OF GOODS AND/OR SERVICES

This Specification establishes the minimum requirements for this solicitation, listed and described in the body of these specifications, to be used as noted, by The School Board of Brevard County.

The intent of this bid is to secure firm fixed discounts and select multiple Bidders to provide New Motor Vehicles from the Bidders available inventory, including units in-transit from the manufacturer and factory orders, to be purchased on an as needed basis. Awarded Bidders (Contractor) shall provide Motor Vehicles and applicable options in accordance with the scope contained herein. The performance of Awarded Bidders shall be in accordance with the terms of the specifications and at the quality standards of service set forth herein.

The Motor Vehicles offered under the Contract shall be classified under the following Groups and Sub-Groups:

Group 1: Sedans and Hatchbacks
- Sub-Group A: Sedans
- Sub-Group B: Hatchbacks

Group 2: Minivans and Vans
- Sub-Group A: Minivans
- Sub-Group B: Vans
- Sub-Group C: Cutaways/Chassis Cabs

Group 3: Sport Utility Vehicles
- Sub-Group A: Crossover Sport Utility Vehicles
- Sub-Group B: Traditional Sport Utility Vehicles

Group 4: Light Duty Trucks
- Sub-Group A: Mid-Size Pickup Trucks
- Sub-Group B: Full-Size Pickup Trucks

Group 5: Medium Duty Trucks
- Sub-Group A: Pickup Trucks
- Sub-Group B: Chassis Cabs

Group 6: Law Enforcement Vehicles
- Sub-Group A: Police Pursuit Vehicles
- Sub-Group B: Special Service Vehicles
- Sub-Group C: Transport Vans
- Sub-Group D: Non-Specialized Vehicles for Law Enforcement
- Sub-Group E: Motorcycles

This ITB is intended to include all Vehicle Model Trim Levels, Engine Types, Transmissions, Van Capacities, Truck Cab types, Wheel Base, Special Packages, Vehicle Specifications and Equipment Groups for the Makes and Models listed in Attachment "C", Bid Sheet. The Cost Plus Percentage will be applied for all Models within Make/Model line.

3.3. Minimum Specifications and Standards

The Contractor shall ensure all Motor Vehicles and Options offered under this Contract comply with the following:

1. Designed, constructed, equipped, assembled, and installed to be fully suitable for the intended use, purpose, and service pursuant to this Scope of Work;

2. New and unused (except as specified in the Transportation and Delivery section of this Scope of Work), for the Manufacturer's latest Model year available, of current or recent production, and of the latest available design and construction;

3. Include all features, equipment, and components installed by Manufacturer or Dealer according to the Manufacturer's current procedures and requirements for the applicable Manufacturer's Motor Vehicles;

4. Free of damage, defect, and rust which may affect appearance, operability, functionality, or serviceability;

5. Motor Vehicles and Options ordered by the Customer are fully compatible with each other;

6. Comply with current legal, customary, reasonable, and professional standards of the Motor Vehicle and transportation equipment manufacturing industry;

7. Comply with current mandatory and applicable federal and State of Florida Motor Vehicles standards and requirements including, but not limited to, all legal, safety, and environmental standards and requirements.

8. Comply with current Florida Statue 1006.22 Acceptable and Prohibited Vehicles for the Transportation of Students when applicable. (Attachment "A") To be determined at the time of order at the sole discretion of the School Board or Customer.

3.4. Advertising and Marketing

No Dealer's advertising and identification (name, logos, etc.) is permitted on any Commodity offered under this Contract. The Manufacturer's advertising and identification (brand, name, model, logos, etc.) is permitted on any Commodity provided under this Contract if such advertising and identification is a Manufacturer's practice. The School Board reserves the right to, in their sole discretion, determine what advertising and identification is considered unacceptable under this Contract.

3.5. Luxury, Performance, or Sport Motor Vehicles or Options

Unless otherwise indicated in Attachment C, Bid Sheet (Group 1 – 6), no luxury, performance, or sport Motor Vehicles or Options shall be permitted under this Contract. The School Board and the Contract Manager shall determine what is considered luxury, performance, or sport which includes, but is not limited to:

A. Coupes (unless specified in Group 1), two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.

B. Leather upholstery (seats or interior), sunroofs, moon roofs, and non-standard navigation systems.

C. Luxury Makes, i.e., Cadillac, BMW, Mercedes, etc.

3.6. Installation

When installation is required, the Contractor shall be responsible for ensuring the installation of the Options in the required locations at no additional charge, as specified in the Charges and Fees section. Options shall be assembled and installed by the Manufacturer, Dealer, or approved installer. All materials used in the installation shall be new and unused and shall be free of defects that would diminish the appearance or render it structurally or operationally unsound. Installation includes the furnishing of any materials required to install or replace the parts in the proper location. The Contractor shall protect the installation site from damage and shall repair any damages caused during installation. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on the installation site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

A. **Body Transfer and 3rd Party Body Installations**

In the event the Customer chooses to purchase or special order a cab and chassis, or cutaway van separately, the Contractor must comply with section 319.21, Florida Statutes, perform Manufacturer required pre-delivery inspection, and ensure all proper tag and title documents are present during the inspection and delivery pursuant to Florida license requirements. The Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of aftermarket Options only. The School Board reserves the right to reject an installation charge if, within the School Board's sole discretion, the proposed installation charge does not align with market prices. The Manufacturer must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of a body transfer or 3rd party body installations must be included in the Motor Vehicle's price; however, an additional cost may occur for installation by the Contractor or body upfitter. The installation cost may vary due to the body configuration; however, the installation price shall be included on the Price Quote Form (PQF) from the Contractor.

3.7. Warranty Repairs and Adjustments

All warranty repairs and adjustments are covered throughout the Contract term at no additional cost to the School Board. The Manufacturer shall be responsible for warranty and recall services performed, regardless of whether the Contractor actually performed the service. Nothing in this section requires or allows the Contractor to require the Customer to return the Motor Vehicle to the Contractor for warranty repairs and adjustments. The Customer shall be able to return the Motor Vehicle to any location authorized by the Manufacturer to perform warranty repairs and adjustments at no additional cost to the Customer.

a. **Extended Warranty**

This Contract does not include "extended warranty" service agreements. However, the Contractor may offer Customers "extended warranty" service agreements for the maintenance and repair of

Commodities after the initial warranty expires, but not as a term of this Contract. The School Board, in its sole discretion will accept or decline this additional service agreement. If accepted, the "extended warranty" shall be listed as a separate line item on the invoice.

3.8. Federal and State Standards

All requirements herein are in full and complete compliance with all federal and State of Florida laws, standards, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. It is the intent of the School Board that the Contractor(s) comply with all applicable federal and State of Florida regulations regarding the Commodities and contractual services' safety and environmental requirements, including any legislation or regulations which become effective during the term of the Contract and shall become a part of the Contract. The Contractor(s) shall meet or exceed any such requirements of the laws and regulations applicable to the type and class of Commodities and contractual services provided. If a conflict exists, the Contractor, regardless of whether it is the Manufacturer or Dealer, shall contact the School Boards' Contract Manager in writing no later than 24 hours after identification of the conflict.

3.9. Warranty

The Manufacturer's warranty shall cover all Commodities and contractual services offered under the Contract. The Manufacturer's warranty is required to provide coverage against defective material, workmanship, and failure to perform. The Manufacturer's warranty coverage shall be identical to or exceed those normally provided for the Commodities and contractual services specified herein that are sold to any Federal, state, or local governments. The Manufacturer's warranty shall be in effect for a minimum term of three (3) years from the Customer's acceptance, as specified in the "Inspection and Acceptance" section. Should the Manufacturer's warranty conflict with any requirements, terms, or conditions of the Contract, the Contract requirements, terms, and conditions shall prevail. Customers shall contact the Dealer or Manufacturer regarding the Manufacturer warranty terms and conditions.

3.10. Recalls

In the event there is a recall of any of the Motor Vehicle or Options, the Contractor shall provide reasonable assistance to the School Board in developing a recall strategy and shall cooperate with the School Board and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall immediately notify and provide copies to the School Board of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure that defective Motor Vehicle and Options are rectified, replaced, and destroyed in compliance with all applicable laws, rules or regulations and the School Board's reasonable instructions. All Contractor efforts related to recalls shall be at Contractor's own expense.

3.11. Manufacturer's Last Order Date and Production Schedule Changes

The Contractor shall provide notification of a Manufacturer's Last Order Date by email to the School Board's Contract Manager no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date. When available, the Contractor shall immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Date to the School Board's Contract Manager.

The Contractor shall notify the School Board's Contract Manager in writing of any production schedule changes associated with the Customer's order within one Business Day of receiving the order.

3.12. Model Additions, Replacements, and Deletions

A new Model may be added to Attachment C, Bid Sheet (Group 1 – 6) at the request of the Contractor if all of the following conditions are met:

- The Model did not exist at the time of the original procurement;
- The Model is produced under a Brand for which the Contractor was awarded;
- The Model meets or exceeds the Contract requirements, specifications, terms and conditions;
- The Model falls under a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor was awarded; and

The Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered by the Contractor is less than or equal to the highest Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered for all Models in the same Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor was awarded.

An existing Model may be replaced by a newer Model in Attachment C, Bid Sheet (Group 1 – 6) at the request of the Contractor if all of the following conditions are met:

- The new Model did not exist at the time of the original procurement;
- The new Model is produced under the same Brand as the existing Model;
- The Model meets or exceeds the Contract requirements, specifications, terms and conditions;
- The Manufacturer's intent is to replace the existing Model with the new Model; and
- The Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered by the Contractor for the new Model is less than or equal to the Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage for the existing Model being replaced.

An existing Model may be deleted from Attachment C, Bid Sheet (Group 1 – 6) at the request of the Contractor if the Manufacturer discontinues production of the Model.

The School Board reserves the right to delete Models, from this Contract by removing them from Attachment C, Bid Sheet (Group 1 – 6). Models may be removed at the sole discretion of the School Board.

The School Board reserves the exclusive right to approve or deny any addition, deletion, replacement, or other request under this section and to establish its effective date. Requests will be reviewed separately and accepted or rejected on an individual basis.

3.13. Price Quote Form (PQF)

1. Customers shall submit a PQF to all Contractors awarded for a specific Model. If the Model is available or in-transit, the Contractor shall provide Customers a completed PQF for Motor Vehicles and Options purchased under this Contract and all charges, including labor and installation, shall be itemized separately. The maximum pricing permitted shall not exceed the sum of the Cost and applied Cost Plus Percentage for the awarded Model and Options. Customers may opt to Factory Order specific vehicles when it is in the best interest of the Customer to do so. The Customer and Contractor may negotiate a lower price.

2. Upon Customer request, the completed PQF shall be provided by the Contractor and returned to the Customer within two (2) Business Days for in stock or in transit vehicles or within five (5) days for any factory ordered vehicle. The Contractor will provide the price available at the time of the PQF and consider Options or other additions to meet the Model and Options requested. The Contractor is responsible for communicating any rebates and factory incentives and removing all non-eligible and unacceptable charges and fees under the Contract from the PQF.

3. At the time of quote, the PQF must be accompanied by documentation showing Cost and the added Cost Plus Percentage for the Customer. Upon delivery, the Contractor must provide documentation showing Cost and the added Cost Plus Percentage for the Customer. At a minimum, the Contractor shall provide documentation reflecting the actual price the Contractor paid (Factory Invoice) for the Model and applicable Options from the Manufacturer including any delivery fees. Any price changes that occur must be approved by the Customer.

4. Any manufacturer incentives available at the time of delivery will be applied to reduce the vehicle price or payment due. Bidder shall list the incentive(s) and the expiration date of the current incentive program(s) on the PQF for each vehicle bid during the term of the contracted purchase.

5. The Factory Order number(s) shall be provided to the Customer contact listed on the PQF within 5 days of receiving the Customer order for all Factory Ordered Vehicles. Failure by the Contractor to provide the Customer the Factory Order number(s) within five Business Days from the date the Contractor received the Customer's order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the Motor Vehicle(s) and Options which meets the requirements, terms, and conditions herein and shall not be higher than the Cost Plus Percentage provided in Attachment C, Bid Sheet (Group 1 – 6).

6. If the awarded Motor Vehicle(s) and Options are not available or cannot be delivered within the contractually required timeframe, the Contractor must provide a comparable Motor Vehicle(s) and Options of equal or better value which meets or exceeds the requirements, terms, and conditions herein. The Contractor's proposed substitution is subject to prior approval by the Customer and the School Board.

3.14. Acceptance of Order

The Contractor shall deliver the awarded Motor Vehicle(s) and Options listed on the Customer's order in accordance with the prices, Cost Plus Percentages, requirements, terms, and conditions of the Contract and the Customer's order.

3.15. Transportation and Delivery

The final price to the Customer shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of Motor Vehicles and Options shall be Free on Board (FOB) Destination to any location within Brevard County, Florida as follows:

A. Motor Vehicles and Options not in bidders' stock that are a special Factory Order from the Manufacturer at the time of order must be delivered within 120 calendar days, and only based on industry delays, not to exceed 180 calendar days, after receipt of Customer's order, unless otherwise agreed to by the Customer. For any delivery not made within the 180 calendar day timeframe, due to industry delays, the School Board's Contract Manager must be notified immediately by the Contractor and given a copy of the Customer's order. The Contractor must provide the School Board's Contract Manager any requested information and a timeframe for completion of the order.

B. Motor Vehicles and Options in stock must be delivered within 10 calendar days after receipt of the Customer's order unless an Option requires a post Manufacturer or Dealer installation. These Options shall be delivered within 30 calendar days after receipt of the order.

C. Motor Vehicles and Options that are in transit must be delivered within 30 calendar days after receipt of the Customer's order unless an Option requires a post Manufacturer or Dealer installation. These Options shall be delivered within 60 calendar days after receipt of the order.

The preferred vehicle delivery location will be the School Board's Transportation Services Central Bus compound at 2091 West. King St., Building 4, Cocoa, FL 32926.

Delivery of Motor Vehicles and Options is defined as the receipt by the Customer and delivered to the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor shall provide Customers a minimum of 24 hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. on Business Days and on the Customer's local time unless previously arranged and approved by the Customer in writing.

Deliveries of Motor Vehicles and Options can be made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled vehicle with less than 250 odometer miles at delivery, the self-propelled vehicle may, with the Customer's prior approval, be driven to the delivery location. The Contractor must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, vehicles with more than 250 odometer miles at delivery may be rejected, or $0.60 per mile in excess of 250 odometer miles may be deducted from the invoice and payment owed to Contractor.

The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws. All Motor Vehicles delivered by the Contractor to the Customer shall contain no less than a quarter (¼) tank of fuel as indicated by the fuel gauge at the time of delivery and receipt by the Customer.

The Contractor will perform a Manufacturer's Pre-Delivery Inspection (PDI) and is responsible for delivering Motor Vehicles and Options that are properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:

A. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
B. Check and fill all fluid levels to ensure proper fill;
C. Adjust engine(s), motor(s), and drive(s) to proper operating condition;
D. Inflate tires (including any spares) to proper pressures;
E. Check to ensure proper operation of all gauges, lights, and mechanical and hydraulic features;
F. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
G. Ensure that the Motor Vehicle is completely assembled, unless otherwise noted by the Customer, and thoroughly tested and ready for operation upon Delivery.

All Motor Vehicles shall be delivered with the following documents:

1. Manufacturer's Window Sticker shall be in the Glove Box.
2. Owner's Manual & Warranty Manual shall be in the Glove Box.
3. Manufacturer's PDI Form shall be in the Glove Box.

Prior to Delivery & Payment the following documents shall be emailed or overnighted to the End User Customer for review, signatures and payment request processing:

A. A copy of the Customer's purchase order, with included allowable charges;
B. Contractor's Attachment C, Bid Sheet (Group 1 – 6) and Completed PQF signed by end user.
C. Contractor's Bill of Sale (Buyers Order) detailing allowable charges;
D. Manufacturer's invoice(s) for each delivered Commodity, including individual Motor Vehicle, and Options, in the shipment;
E. Sales Tax Exemption Form, if applicable;
F. Temporary tag and 20-day extension tag, if applicable; and
G. DHSMV 82040, Application for Certificate of Title and Vehicle Registration, if applicable.
H. HSMV82993, Odometer Disclosure Statement and Acknowledgement.

Upon full payment, Contractor shall provide the End User Customer the MCO(s) if the Customer is processing the Tag & Title within 5-7 business days or the vehicle title via certified mail within 21 days of delivery.

As part of this legal contract, all forms must be completed and provided to the End User Customer. Deliveries that do not include all the applicable forms and publications, or that contain altered forms, or are not properly completed, may be refused unless the issues are properly addressed. Repeated failures by the Contractor to submit properly completed documentation, or the submission of altered forms, may result in default proceedings and contract termination, including termination of the contract.

3.16. Inspection and Acceptance

The Customer will inspect the Motor Vehicle and Options for any physical damage. The Contractor is obligated to correct any Customer identified errors or damage at no cost to the Customer.

Inspection and acceptance shall occur at the location of the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business.

Title and risk of loss or damage to all Motor Vehicles and Options shall be the responsibility of the Contractor until inspection and acceptance by the Customer. If a Motor Vehicle or Option requires service or adjustments, as required by the Customer, the Contractor shall either correct the issue or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory, and the Commodity is re-delivered in acceptable condition. All costs of transportation and delivery incurred for initial delivery and any re-deliveries due to non-Customer error or damage are the responsibility of the Contractor.

The Customer shall notify the School Board of any Contract deviation that it cannot resolve with the Contractor. The School Board shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Motor Vehicle or Option, in which case the Commodity shall remain the property of the Contractor, and the School Board shall not be liable for payment for any portion thereof.

3.17. Commodities Title and Registration

The Contractor shall title and register Motor Vehicles delivered under the Contract for the Customer in accordance with Florida Law, including Chapters 319 and 320, F.S. The Contractor shall provide any necessary form(s) that must be signed by the Customer at the time of delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Customer within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by law to obtain title and registration for the Motor Vehicle independent of the Contractor and chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three 3 business days following award and acknowledgment of the PQF. However, the School Board shall then be obligated to title and register the Motor Vehicle, and the Contractor shall provide the Customer any documents necessary for the Customer to do so at the time of delivery.

The Contractor shall obtain special "County" plates from the county tax offices when registering Motor Vehicles for The School Board of Brevard, County, Florida. (See attached Exhibit "B" Sample Image) City agencies will require Florida "City" plates.

Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation on the PQF, and a new license plate fee is included on the Customer's order.

The Customer's order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a Customer point of contact including the person's name, title, and telephone number should there be any questions.

Required registration and titling details are listed below. See the Sample DHSMV Form 82040 (Exhibit "A"). (attachments)

- Owner Name: School Board of Brevard County, FL
- Owner's Mailing Address (for School Board to receive the title): 2091 W. King Street, Cocoa, FL 32926.
- Owner's Residential Street Address: 2700 Judge Fran Jamieson Way, Viera, FL 32940.
- Owner DMV Customer Number: 96261454
- Consumer's Certificate of (Tax) Exemption Number: 85-80126217 45C-3

3.18. Charges and Fees

All pricing under this Contract shall include Base Vehicle Cost plus Bidder's Cost Plus Percentage* (not to exceed 4%) **and** the following fees at zero (0%) markup:

A. Administrative/Dealer Fee; (not to exceed $500.00)
B. *Registration, Tag, and Title; (if Dealer uses a tag service, list service fee as a separate charge)
C. *Tire and Battery Fee; (this is currently collected with the tag fees in the State of Florida)
D. *Delivery to any point within Brevard County, Florida;
E. Warranty; Factory Warranty shall be Free of Charge;
F. Extended Warranty only if requested by Customer;
G. Any other charges or fees necessary to deliver the Motor Vehicle or Options according to the requirements, specifications, terms, and conditions of this ITB, and
H. Installation of additional options if applicable. (except as specified in the Body Transfer and 3rd Party Body Installations section of the SOW)

***Base Vehicle Cost plus Bidder's Cost Plus Percentage shall in no case exceed the vehicle MSRP.**

***Customers have the right to process their own Registration, Tag, Title and License Plate Transfer. If this occurs, the Contractor shall credit the Customer for any applicable tag/title fees.**

***Customers have the right to pick up the Commodity at the Contractor's location. If this occurs, the Contractor shall credit the Customer for any applicable delivery/freight fees.**

The School Board of Brevard County, Florida is exempt from Federal and State Sales and Use Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012621745C-3.

A copy of the District's Tax Exempt Certificate is available upon request and on the District's website at www.Brevardschools.org.

Charges and fees in excess of those that existed on the date the Contract was entered into may be extended to Customers only if the amount of the increase is attributable to changes in market conditions. The amount of the charge or fee extended to Customers shall not exceed the difference between the amount of the charge or fee at the time of the request for School Board approval and the amount of the charge or fee that existed at the inception of the Contract. Prior to extending any such charge or fee to Customers, the Contractor must request the School Board's approval by submitting to the Contract Manager documentation and justification for extending the amount of the charge or fee to Customers; the Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g. Manufacturer), and provide the methodology used to determine the amount of the charge or fee extended to Customers.

The School Board reserves the exclusive right to approve or deny the increase of any charge or fee request. Any charge or fee request will be reviewed separately and accepted or rejected on an individual basis. After obtaining written approval from the School Board to extend a charge or fee to Customers, the approved amount of the charge or fee must be listed separately on the PQF; the Contractor shall provide documentation of the School Board approval with each PQF that includes the charge or fee.

The awarded Contractor's Cost Plus Percentages shall remain fixed for the initial three (3) year term and any subsequent renewal of this Contract.

3.19. Additional Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Section 7, Definitions, as listed in this ITB 25-0217-B-HD; and the additional Definitions listed herein, are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Awarded Bidder - Contractor. A Vendor that enters into a Contract with the Department as a result of receiving an award from ITB No. 25-0217-B-HD. An Awarded Bidder can be a Manufacturer or Dealer.

Brand – A particular name under which a Motor Vehicle or Option is sold by a Manufacturer. Examples include, but are not limited to: Ford, GMC, Chevrolet, Nissan, Toyota, etc.

Business Day – Monday through Friday, from 8:00 AM to 3:00 PM, excluding holidays listed in the District Calendar.

Commodity – As defined in section 287.012, Florida Statutes.

Commodity Code – The numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. The School Board has adopted the National Institute of Government Standard Products and Services Code (NIGP) for classifying Commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The agreement between the School Board and the Contractor resulting from ITB No. 25-0217-B-HD

Contract Manager – The School Board's Director of Procurement & Distribution Services or designee shall serve as Contract Manager. The Contract Manager shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the School Board Chair or authorized designee.

Contractor – A Vendor that enters into a Contract with the School Board as a result of receiving an award from ITB No. 25-0217-B-HD. A Contractor can be a Manufacturer or Dealer.

Cost – The actual price the Contractor paid for the Model and applicable Options from the Manufacturer including any delivery fees. Any price changes that occur during the manufacturing, ordering, or delivery process must be approved by the School Board.

Cost Plus Percentage – The percentage the Contractor is allowed to charge above the Cost of the Model and applicable Options.

Customer – The School Board of Brevard County, Florida, its schools, departments and agencies. The term "Customer" used herein refers to any school, department, committee, authority, or another unit in the School Board using supplies or procuring contractual services as provided for by the Procurement Department of the School Board.

Dealer – A Manufacturer's certified dealer who has been authorized by the Manufacturer to market, sell, provide, and service the Models or Options from the Manufacturer. Dealers may be Contractor-owned and -controlled, (in whole or in part) or independently owned and controlled.

Free on Board (FOB) Destination – A shipping method as defined in section 672.319(1)(b), Florida Statutes.

Group – A series of Models with applicable Commodity Codes, which are described in this Scope of Work and Attachment C, Bid Sheet (Group 1 – 6). A Group may or may not include Sub-Groups.

Manufacturer – The original producer of a Motor Vehicle or Option, which may be sold under a Brand name. Examples include, but are not limited to: Ford Motor Company, General Motors (GM), Nissan Motor Corporation, Toyota Motor Corporation, etc.

Manufacturer's Suggested Retail Price (MSRP) – The Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by a purchaser for specific Commodities or services without the benefit of the Contract.

Model – A particular name used to identify a collection of Motor Vehicles that are sold under the same Brand name and are similar in style and appearance. Examples include, but are not limited to, Ford F-150, GMC Sierra, Chevrolet Suburban, Nissan Titan, Toyota Corolla, etc.

Motor Vehicle – A specific vehicle that meets the definition of "Motor vehicle" contained in section 320.01(1), Florida Statutes. The term includes all Options that are attached to or provided with the

vehicle when it is manufactured. The Cost Plus Percentage shown in Attachment C, Cost Sheet (Group 1 – 6), shall apply to the Cost for the Motor Vehicle, regardless of whether any Options were specifically requested by the Customer or are considered "standard" or "optional" for the trim level ordered by the Customer.

Options – Options which meet the requirements, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Motor Vehicle by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry. Options include the following types:

- Non-Original Equipment Manufacturer (OEM) Option – A new and unused Option intended for the Motor Vehicle that is produced by a party other than the OEM. May also be referred to as an aftermarket Option.
- OEM Option - A new and unused Option intended for the Motor Vehicle that is produced by the OEM.

Sub-Group – A specific series of Models within a Group, which are described in this Scope of Work and Attachment C, Cost Sheet (Group 1 – 6). A Group may or may not include Sub-Groups.

4. General Terms and Conditions

4.1. GENERAL INFORMATION ABOUT THE DISTRICT

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity controlled and operated by District school officials in accordance with Chapter 1001, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies which govern the District's schools and departments. The Superintendent of Schools is responsible for the administration and management of the schools and departments within the applicable parameters of state law, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District per Florida Statutes as prescribed by the State Board of Education.

4.2. DISTRICT DEMOGRAPHICS

The District is coterminous with School Board. The District currently operates 85 traditional schools including 57 Elementary Schools, 12 Middle Schools, 5 Jr/Sr. High Schools and 11 High Schools, as well as 14 public charter schools and 11 alternative sites/special centers. The total full-time K-12 enrollment of public school students as of October 13, 2023 was 74,117. In 2019, according to the National Center of Education Statistics, the District was reported as the 11th largest school district in the State of Florida and the 50th largest school district in the United States, as ranked by student population. The District is the largest employer in Brevard County with approximately 8,000 employees.

4.3. POSTING OF SOLICITATION CONDITIONS/SPECIFICATIONS

This solicitation will be posted for review by interested parties on OpenGov web site Procurement Portal (opengov.com) and will remain posted up to and including the Due Date of this solicitation. In accordance with Section 120.57(3), Florida Statutes, with respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Failure to file a specification protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceeding under Chapter 120, Florida Statutes.

4.4. CONE OF SILENCE

In accordance with Board Policy 6320, titled "Procurement and Contracting", A "cone of silence" is hereby established for all competitive selection processes including Invitations to Bid (ITB), Request for Proposal (RFP), Invitations to Negotiate (ITN), and Request for Qualifications (RFQ) for the provision of commodities and contractual services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same. The cone of silence prohibits any communication regarding a competitive solicitation between: a potential vendor, service provider, bidder, lobbyist, or consultant and the staff of the District, including school principals and department directors; and a potential vendor, service provider, bidder, lobbyist, or consultant and any one (1) or more of the Board members or member-elects. The cone of silence commences after the competitive solicitation is publicly issued and terminates at the time the Board or Superintendent or designee acts on a written recommendation from the District's Procurement and Distribution Services department regarding contract award. A potential vendor, service provider, bidder, lobbyist, or consultant shall direct any inquiries, suggestions or requests to the procurement representative listed within the solicitation. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

4.5. CLARIFICATION AND ADDENDA

A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made in writing to the designated procurement representative listed within the solicitation named herein. The School Board will not be responsible for any oral representation(s) given by any employee, representative, or others. The issuance

of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.

B. If it becomes necessary to revise or amend any part of this solicitation, notice may be obtained by accessing our web site. Respondents in their proposal shall acknowledge receipts of amendments. Each respondent shall ensure that they have received all addenda and amendments to this solicitation before submitting their proposal. Please check the web site at Procurement Portal (opengov.com) for any addenda. The District will not mail/fax/email addenda to prospective respondents.

4.6. PUBLIC OPENING

The solicitation proposals shall be opened at the date, time and place listed herein, or as amended in the form of an addenda. Only the names of the respondents submitting a proposal will be read aloud at the public opening. A list of the respondents submitting proposals will be posted to Procurement Portal (opengov.com) within 1-3 business days. In accordance with Section 119.071(1)(b), Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposals, or replies.

4.7. EXECUTION OF SOLICITATION

The proposal shall contain a manual or digital signature in the space(s) provided of a representative authorized to legally bind the respondent to the provisions therein. All spaces requesting information from the respondent shall be completed. Proposals shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the respondent to any entry must be initialed.

4.8. DISCLOSURE OF SOLICITATION CONTENT

A. All material submitted becomes the property of the District and may be returned only at the District's option. The District has the right to use any or all ideas presented in any reply to this solicitation. Selection or rejection of any proposal does not affect this right.

B. The District is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The District will not disclose such Confidential Materials, subject to the conditions detailed within the agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed agreement, the District shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information." RETURN THE NON-DISCLOSURE AGREEMENT ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SOLICITATION. PLEASE READ THE SECTION IN THE SOLICITATION DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

4.9. INCURRED EXPENSES

This solicitation does not commit the School Board to award a contract nor shall the District be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a proposal, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

4.10. PRICING

Unless otherwise specified, prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the District to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

4.11. MEETS SPECIFICATIONS

The respondent represents that their proposal to this solicitation shall meet or exceed the minimum requirements specified.

4.12. BRAND NAME OR EQUAL

If items requested by this solicitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be

acceptable. Proposals offering "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the District to meet fully the salient characteristic requirements listed in the specifications. Unless the respondent clearly indicates in its proposal that it is proposing an "equal" product, the proposal shall be considered as offering the same brand name product referenced in the specifications. If the respondent proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of proposals and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the respondent. Procurement & Distribution Services is not responsible for locating or securing any information which is not identified in the proposal and reasonably available to Procurement & Distribution Services. To insure that sufficient information is available the respondent shall furnish as part of the proposal all descriptive material necessary for Procurement & Distribution Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the respondent proposes to furnish and what the District would be binding itself to purchase by making an award.

4.13. SAMPLES

When required, samples of products shall be furnished with proposal to the District at no charge. Samples may be tested and will not be returned to the respondent. The result of any and all testing shall be made available upon written request.

4.14. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

4.15. LITERATURE

Upon request, the respondent shall furnish literature reasonably related to the products or services offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.16. TRAINING

Unless otherwise specified respondent may be required at the convenience of and at no expense to the District to provide training to District personnel in the operation and maintenance of any item purchased as a result of this solicitation.

4.17. SAFETY WARRANTY

Any successful respondent, including dealers, distributors, and/or manufacturers, shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof,

applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

4.18. WARRANTY

The respondent agrees that, unless otherwise specified, the product and/or service furnished as a result of this solicitation and award thereof shall be covered by the most favorable commercial warranty the respondent gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the solicitation. Respondent warrants the services furnished under an awarded contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of one (1) year from the date of acceptance. Equipment provided must include the manufacturer's warranty, the successful respondent shall fully guarantee all items furnished hereunder against defect in material and workmanship for the manufacturer's normal period of time from date of acceptance by the District. Should any defect in material or workmanship appear, excepting ordinary wear and tear, during the warranty period, the successful respondent shall repair or replace same at no cost to the District immediately upon written notice from the District. All warranty paperwork shall be included with Deliverables prior to acceptance by the District.

4.19. ACCEPTANCE

Products purchased as a result of this solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at respondent's expense. Those items and items not delivered by the delivery date specified in an accepted proposal and/or via a purchase order may be purchased on the open market. Any increase in cost may be charged against the respondent.

4.20. OTHER AGENCIES

A. All respondents awarded contracts from this solicitation may, upon mutual agreement with the successful respondent(s), permit any school board, community college, state university, municipality or other governmental entity, to include public charter schools to participate in the contract under the same prices, terms, and conditions.

B. Further, it is understood that each entity will issue its own purchase order to the successful respondent(s).

4.21. COLLUSION

The School Board of Brevard County, Florida reserves the right to disqualify proposals upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the process in a manner that conflicts with applicable law,

upon the part of the respondent(s), respondent's employees or agents, the District's Professional Consultant(s), or Consultant's agents, or any District employee(s) who may, or may not, be involved in the development of specifications and/or firm schedules. Multiple proposals from an individual, partnership, corporation, association (formal or informal) or respondent under the same or different names shall not be considered. Reasonable grounds for believing that a respondent has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such respondent is believed to have an interest. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the respondents, the District's Professional Consultant(s), or District employees. Respondents involved in developing a specification or respondents with knowledge of specifications prior to an advertisement shall be disqualified from participating in the solicitation process.

4.22. MINIMUM SPECIFICATIONS

The specifications listed in the Scope of Services are the minimum required performance specifications for this solicitation. They are not intended to limit competition nor specify any particular respondent, but to ensure that the District receives quality services.

4.23. FORCE MAJEURE

The District and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this solicitation and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred. Force Majeure will include epidemics and quarantine restrictions as acts of God and governmental law and regulation.

4.24. RESPONDENT'S PERSONNEL

The respondent shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places,

visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.

The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

Any information concerning the District, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to an agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the District.

4.25. KEY PERSONNEL

Respondent's Key Personnel (if any) shall be identified in the proposal, and may include employees, agents, subcontractors, or other personnel of the respondent. The respondent agrees that in the event it becomes necessary for the respondent to change Key Personnel while performing Services under an awarded contract, substitution of Key Personnel shall take place only upon the District's prior written consent. Failure to notify the District prior to the change of Key Personnel, or a substantial change in Key Personnel as determined by the District, may be sufficient cause for Termination.

4.26. TERMS & CONDITIONS

The terms and conditions contained in this solicitation shall apply to all Purchase Orders issued under this solicitation unless the District specifically details other terms on the Purchase Order. The District and the respondent should take care to ensure that project specific changes to these terms are as explicit as possible. All inconsistencies will be resolved in the best interests of the District.

4.27. ADVERTISING

The successful respondent shall not publicly disseminate any information concerning the resulting contract without prior written approval from the District, including, but not limited to mentioning the contract in a press release or other promotional material, identifying the

District, Individual Departments, District Personnel, as a reference, or otherwise linking the District's name and either a description of the contract or the name of the District, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

4.28. SECURITY AND CONFIDENTIALITY

The successful respondent shall comply fully with all security procedures of the District in performance of the contract. The successful respondent or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the District. The successful respondent shall not be required to keep confidential information or material that is publicly available through no fault of the successful respondent, material that the successful respondent developed independently without relying on the District's confidential information or material that is otherwise obtainable under Florida law as a public record. To insure confidentiality, the successful respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the contract.

4.29. TOBACCO

The School Board prohibits the use of tobacco products on school grounds, in school buildings and facilities, on school property, or at school-related or school-sponsored events. Refer to Board Policy 3215 - Tobacco Use.

4.30. SCHOOL SECURITY

Respondent acknowledges and understands that the goods or services contemplated under this solicitation that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the schools, protect students and staff, and otherwise comply with applicable law, the respondent (successful respondent) agrees to the following provisions and agrees that the failure of the respondent to comply with any of these provisions may result in the termination of a resulting contract by the District:

A. **Unauthorized Aliens.** The District considers the employment of unauthorized aliens by the successful respondent, or any of successful respondent's sub-contractors, a violation of the Immigration and Naturalization Act. The successful respondent shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is performing services, the successful respondent shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

B. **Possession of Firearms.** Possession of firearms is not permitted on District property. No person who has a firearm in his/her vehicle may park his/her vehicle

on District property. If any employee/independent contractor of the successful respondent, or any of its sub-contractors, is found to have brought a firearm(s) on to District property, said employee/independent contractor shall be immediately removed and terminated from the project by the successful respondent. If a sub-contractor fails to terminate said employee/independent respondent, the successful respondent shall terminate its agreement with the sub-contractor. If the successful respondent fails to terminate said employee/independent contractor or fails to terminate the agreement with a sub-contractor who fails to terminate said employee/independent contractor, the District may terminate any awarded contract. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

C. **Criminal Acts.** Employment on the project by the successful respondent, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence, or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the successful respondent agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate an awarded contract if the successful respondent does not comply with this provision.

D. **Possession/Use/Under the Influence of Mind Altering Substances.** Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the successful respondent's employee/independent contractor or its sub- contractor's employees/independent contractors, will not be tolerated on District property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on District property, said employee/independent contractor shall be removed and terminated from the project by the successful respondent. If a sub-contractor fails to terminate said employee/independent contractor, the agreement with the sub-contractor for the project shall be terminated by the successful respondent. If the successful respondent fails to terminate said employee/independent contractor of fails to terminate the agreement with the sub-contractor or fails to terminate the agreement with the sub- contractor who fails to terminate said employee/independent contractor, the District may terminate an awarded contract.

E. **Compliance with the Jessica Lunsford Act.** Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the Level 2 screening requirements of the Florida Statutes and School Board policies. The required Level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of an awarded contract. The cost of this Level 2 screening shall be borne by the successful respondent.

4.31. FERPA

To the extent services provided hereunder pertain to the access to student information, Respondent shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information.

4.32. PAYMENT TERMS

A. The District will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

B. Pursuant to Chapter 218, Florida Statutes, the District will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after receipt of the entire order of the commodity or service, and a properly completed invoice, whichever is later.

C. The District has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).

D. By submitting a proposal to the District, the respondent expressly agrees that if awarded a contract, the District may withhold from any payment, monies owed by the respondent to the District for any legal obligation between the respondent and the District.

E. The District shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act (Sections 218.70 – 218.80, Florida Statutes.)

4.33. CONFLICT OF INTEREST FORM

All respondents shall complete the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

4.34. LICENSES AND CERTIFICATES

A. The District reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and the laws the State of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;

B. Each respondent and personnel who will be performing services on behalf of the respondent for the District are to be properly licensed to do business in its area of expertise in the State of Florida. Each respondent shall submit, with its proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of an awarded contract.

4.35. TAXES

The School Board of Brevard County, Florida is exempt from Federal and State Sales and Use Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012621745C-3. A copy of the District's Tax Exempt Certificate is available upon request and on the District's website at www.Brevardschools.org. Respondents doing business with the District shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any respondent be authorized to use the District's Tax Exemption Number in securing such materials.

4.36. AMERICANS WITH DISABILITIES ACT OF 1990

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School Board of Brevard County, shall contact Procurement & Distribution Services at 321-633-1000, at least five (5) days prior to the scheduled opening or meeting.

4.37. PATENTS, COPYRIGHT, AND ROYALTIES

The respondent, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the District. If the respondent uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved. The District reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or

otherwise use, and to authorize other to use, for District purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, sub grantee or contractor purchases ownership with grant support. 7 CFR 3016.36(i) (9) The District reserves a royalty- free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize other to use, for District purposes patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. 7 CFR 3016.36(i) (8).

4.38. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

In accordance with Section 287.135, Florida Statutes, "A company that, at the time of submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more." Section 215.473, Florida Statutes, defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By submitting a proposal to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Any respondent awarded a contract as a result of this solicitation shall be required to recertify at each renewal of the contract that that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The District may terminate any contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, the District reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists to be eligible for, propose on, submit a proposal for, or enter into or renew a contract, should the District determine that the conditions set forth in Section 287.135(4), Florida Statutes, are met.

4.39. FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS

Respondents who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered respondents must have an active status in order to be eligible to do business with the District. Respondents doing business under a fictitious name, on page 1, must submit

their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.

4.40. PUBLIC RECORD

The District is governed by the Public Records Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119, Florida Statutes, only trade secrets as defined in Section 812.081, Florida Statutes, and Section 119.071(1)(c), Florida Statutes, shall be exempt from disclosure. The Florida Legislature enacted Section 119.0701, Florida Statutes, which requires that all contractors comply with Florida's public record laws with respect to services performed on behalf of the District. Specifically, the statute requires that contractors:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

E. The failure of the successful Respondent to comply with the provisions set forth in this Article, if applicable, shall constitute a default and material breach of the resulting contract, which may result in immediate termination, with no penalty to the District.

F. IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 321-633-1000 ext. 11453. RECORDSREQUEST@BREVARDSCHOOLS.ORG. THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940.

4.41. GOVERNING LAWS AND VENUE

All legal proceedings brought in connection with an awarded contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Brevard County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each respondent agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with an awarded contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit. All questions concerning the validity, operation, interpretation, construction, and enforcement of any terms, covenants, or conditions of an awarded contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

4.42. COMPLIANCE WITH LAWS AND REGULATIONS

Respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify the School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to an awarded contract from the Federal Government, State of Florida, Brevard County, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

4.43. INDEMNIFICATION OF SCHOOL BOARD

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless SCHOOL BOARD, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs, and attorneys' fees at the pre-trial, trial, and appellate levels, arising out of, resulting from, or incidental to CONTRACTOR's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of CONTRACTOR or other persons employed or utilized by CONTRACTOR in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification is in addition to and not in lieu of any other remedy available under this Agreement or otherwise. CONTRACTOR's available insurance under this Agreement, or otherwise, will not diminish or limit this indemnification obligation in any way. The remedy provided to the

Indemnitees by this indemnification survives this Agreement. The provisions of this Section specifically survive the termination of this Agreement. The provisions of this Section are intended to require the CONTRACTOR to furnish the greatest amount of indemnification allowed under Florida law. If any indemnification requirement in this Agreement violates any law, the Parties agree the provision requires the greatest level of indemnification by the CONTRACTOR to the Indemnitees allowable under Florida law. CONTRACTOR acknowledges that indemnification by the SCHOOL BOARD may be unenforceable under Florida law and that the SCHOOL BOARD does not waive any legal defense based on the unenforceability of such indemnification position. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from BPS's sole gross negligence or intentional misconduct. The agreement to indemnify, as outlined in this section, includes an obligation for Contractor to indemnify BPS for liability for any negligence on the part of BPS until/unless both Contractor and BPS agree that BPS was solely negligent. If the question of "solely negligent" should arise, a court agreeable to both Parties may be engaged to settle this dispute.

Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of, BPS's sovereign immunity protection and limitations of liability pursuant to Section 768.28, F.S. Any indemnity or assumption of liability by BPS hereunder shall be subject to BPS's rights to sovereign immunity and any other limitations of liability provided BPS pursuant to Florida law.

4.44. WAIVER OF TRIAL BY JURY

Respondent and the District hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to an awarded contract for any litigation related to or arising from this solicitation and resulting contract.

4.45. PREVAILING GUIDELINES

For purposes of this solicitation and evaluation of proposals hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

4.46. CLARIFICATION/CORRECTION OF ENTRY

The District reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

4.47. MINOR IRREGULARITIES

The District reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the District. Minor irregularities are defined as those that have no adverse effect on the District's best interests, and will not affect the outcome of

the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

4.48. ADDITIONAL TERMS & CONDITIONS

The District reserves the right to reject proposals containing terms or conditions contradictory to those requested in the solicitation specifications.

4.49. DISCOUNTS

All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.

4.50. DEVIATIONS

All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the specifications. Such deviations must be stated upon the Proposal Form, otherwise the District will consider the subject proposals as being made in strict compliance with said specifications to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that the District will only consider proposals that meet the exact requirements imposed by the specifications; except, however, said proposals may not be subject to such rejection where, at the sole discretion of the District, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the solicitation process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

4.51. AWARD

The District reserves the right to award the contract to the respondent(s) that the District deems to offer the best overall proposal(s). The District is therefore not bound to accept a proposal on the basis of lowest price. In addition, the District, at its sole discretion, reserves the right to cancel this solicitation, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the District to do so. The School Board also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the District's best interest. The District reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the District reserves the right to negotiate and recommend award to the next highest respondent or subsequent respondents until an agreement is reached.

4.52. PROTESTS

Solicitation or contract award protests shall be resolved under procedures set forth in this policy and in conformity with the requirements of F.S. 120.57(3) and the Uniform Rules at F.A.C. Chapters 28-106 and -110, and Board Policy 6320, Section Titled "Protests Arising from Solicitation or Contract Award Process".

4.53. WARRANTY OF AUTHORITY / SERVICE AGREEMENT

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

4.54. CONTENT OF INVITATION/RESPONSE

The contents of this solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded proposal thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL TERMS AND CONDITIONS."

4.55. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the successful respondent and the School Board of Brevard County for any terms and conditions not specifically stated in this solicitation.

4.56. CONTRACT/RESPONDENT RELATIONSHIP

A. The District reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the District.

B. Any successful respondent shall provide the services required herein strictly under a contractual relationship with the District and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent contractor, the successful respondent shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-contractor's wages or salaries. Benefits for same shall be the responsibility of the respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation. The respondent shall hire, compensate, supervise, and terminate members of its work force and shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

C. The respondent shall not be provided special space, facilities, or equipment by the District to perform any of the duties required by the contract nor shall the District pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

D. The respondent shall not be exclusively bound to the District and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the District.

4.57. VIOLATIONS

Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the respondent being removed from the District's contractor list and the respondent being disqualified from doing business with the District for a period of time to be determined on a case-by-case basis.

4.58. RIGHT TO REQUIRE PERFORMANCE

A. The failure of the District at any time to require performance by the respondent of any provision hereof shall in no way affect the right of the District thereafter to enforce same, nor shall waiver by the District of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the respondent to deliver services in accordance with the contract terms and conditions, the District, after due written notice, may procure the services from other sources and hold the respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the District may have.

4.59. SUSPENSION OF WORK

The District's Authorized Representative may in its sole discretion suspend any or all activities under the contract, at any time, when in the best interest of the District to do so. The District's Authorized Representative shall provide the successful respondent written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the successful respondent shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the successful respondent, the District's Authorized Representative shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract. Suspension of work shall not entitle the respondent to any additional compensation.

4.60. MODIFICATIONS DUE TO PUBLIC WELFARE OR CHANGE IN LAW

The District shall have the power to make changes in the awarded contract as the result of changes in law and/or rules of the District to impose new rules and regulations on the respondent under the contract relative to the scope and methods of providing services as

shall from time-to-time be necessary and desirable for the public welfare. The District shall give the respondent notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the respondent. In the event any future change in Federal, State or County law or rules of the School Board materially alters the obligations of the respondent, or the benefits to the District, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the respondent, then the respondent or the District shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The District and respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the District and the respondent shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the respondent directly and demonstrably due to any modification in the contract under this clause.

4.61. CHANGES IN SCOPE OF WORK/SERVICE

A. The District may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the District's Representative (the District's Director of Procurement & Distribution Services) and the respondent.

B. If the respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the District's Representative in writing of this belief. If the District's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The District reserves the right to negotiate with the successful respondent(s) without completing the competitive solicitation process for materials, products,

and/or services similar in nature to those specified within this solicitation for which requirements were not known when the solicitation was released.

4.62. SCHOOL BOARD RULES, POLICIES AND PROCEDURES

The rules, policies, and procedures of the Superintendent and the School Board are binding on the parties. Specifically, the respondent is bound to understand the limitations on the staff of the District with whom the respondent or its consultants, subcontractors and agents/employees may deal. Personnel of the District are unauthorized to change the scope of work or to authorize any modification to the contract unless there is a specific policy, procedure or rule of the Superintendent or School Board that expressly confer such authority. All procedures, rules and policies concerning change orders are binding upon the respondent and the respondent is presumed to have read and understood all applicable policies, procedures and rules of the Superintendent and School Board.

4.63. UNUSUAL COSTS

The respondent may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The respondent's request shall contain substantial proof and justification to support the need for the rate adjustment. The District may request from the respondent, and the respondent shall provide, such further information as may be reasonably necessary in making its determination. The District shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change and prices go down.

4.64. ASSIGNMENT

The respondent shall not sell, assign or transfer any of its rights, duties or obligations under the awarded contract, or under any purchase order issued pursuant to the contract, without the prior written consent of the District. In the event of any assignment, the respondent remains secondarily liable for the performance of the contract, unless the District expressly waives such secondary liability. The District may assign the contract with prior written notice to respondent of its intent to do so. For the purpose of the awarded contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by respondent or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in respondent, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in respondent. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in respondent; (3) sale of common stock of respondent pursuant to a private placement or registered public offering, which transfers more than ten percent

(10%) of the ownership interest in respondent; (4) transfer of any interest in respondent in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in respondent in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

4.65. FUNDING OUT/TERMINATION/CANCELLATION

A. Florida School Laws prohibit school boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

B. It is necessary that fiscal funding out provisions be included in all awarded contracts in which the terms are for periods longer than one (1) year.

C. Therefore, the following funding out provisions is an integral part of this proposal and must be agreed to by all respondents:
The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days' prior written notice to the successful respondent.

Such written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. "This written notification will thereafter release the District of all further obligations in anyway related to the services covered herein."
3. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

4.66. AVAILABILITY OF FUNDS

The obligations of the District under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

4.67. RESPONDENT PERFORMANCE

The District's project personnel shall monitor the respondent's performance. A 'Report of Unsatisfactory Product or Service' form (attached) shall be utilized to document unsatisfactory performance during the term of this contract. The report may become an important part of the respondent's history. The report and process will assist Procurement & Distribution Services to determine whether there is a continuing pattern of problems which may need to be addressed through termination of contract and/or suspension of the respondent from submitting future proposals.

4.68. TERMINATION / CANCELLATION OF CONTRACT

The District reserves the right to cancel the contract without cause with a minimum thirty (30) days' written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract. The respondent may cancel the resulting contract with one hundred twenty (120) days' written notice to the Director of Procurement & Distribution Services. Failure to provide proper notice to the District may result in the respondent being barred from future business with the District.

4.69. TERMINATION FOR SCHOOL BOARD'S CONVENIENCE

The performance of work under the awarded contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the District. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the District shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with the contract, until the termination date and shall have no further obligation to perform services after the termination date.

4.70. TERMINATION FOR DEFAULT

The District's Contract Administrator shall notify, in writing, the respondent of deficiencies or default in the performance of its duties under the awarded contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the District's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to acts of God.

4.71. AUTHORITY TO DEBAR OR SUSPEND

In accordance with Board Policy 6320, titled "Procurement and Contracting", the Director of Procurement and Distribution Services shall have the authority to debar a person/corporation, for cause, from consideration or award of further agreements. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period. The term "debar" or "debarment" means to remove a vendor from

consideration of award in a competitive solicitation for District work and may include termination of existing contracts for cause.

4.72. CLAIM NOTICE

The respondent shall immediately report in writing to the District's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the District in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at the District project site.

4.73. WAIVER OF CLAIMS

Once this contract expires, terminated or final payment has been requested and made, the successful respondent shall have no more than thirty (30) calendar days to present or file any claims against the District concerning this contract. After that period, the District will consider the respondent to have waived any right to claims against the District concerning an awarded contract.

4.74. RECORDS & RIGHT TO AUDIT

The respondent shall maintain such financial records and other records as may be prescribed by the District or by applicable federal and state laws, rules, and regulations. The respondent shall retain these records for a period of five (5) years after final payment, or until they are audited by the District, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the District, its designees, or other entities authorized by law.

4.75. E-VERIFY

E-Verify. Under Section 448.095, Fla. Stat., Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat.—Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

4.76. USE OF COERCION FOR LABOR AND SERVICES

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of

perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The School Board of Brevard County, Florida is a governmental entity for purposes of this statute.

4.77. FEDERAL TERMS AND CONDITIONS

For any solicitation or agreement that involves, receives, or utilizes Federal funding, the Federal Terms and Conditions shall be considered a part of the solicitation and resulting award, or agreement and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the agreement.

4.78. POLITICAL & IDEALOGICAL INTERESTS

Respondents are hereby notified that, pursuant to Section 1010.04(5), Florida Statutes, the School Board of Brevard County will not request or consider documentation of a respondent's social, political, or ideological interests in determining whether the vendor is a responsible vendor.

4.79. NON-ACADEMIC $1MM

Effective July 1, 2016, per SB350, it states "Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the procurement agreements and state term contracts available under s. 287.056 have been reviewed" Buyer shall:

- Check the State website for procurement agreements and determine if they are well suited for our needs and provide an economic advantage:

http://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements

4.80. EQUAL EMPLOYMENT OPPORTUNITY (WHERE APPLICABLE)

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4.81. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (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 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.

4.82. CLEAN AIR AND WATER POLLUTION ACTS (WHERE APPLICABLE)

Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires 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).

4.83. BYRD ANTI-LOBBYING AMENDMENT (WHERE APPLICABLE)

Respondents that bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

4.84. FUNDING AGREEMENT (RIGHTS TO INVENTIONS) (WHERE APPLICABLE)

Rights to Inventions made under a contract or agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient 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 sub recipient must comply with the requirements of 37 CFR Part 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.

4.85. ENERGY POLICY AND CONSERVATION ACT (WHERE APPLICABLE)

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 (42 U.S.C. 6201).

4.86. RECOVERED MATERIALS (WHERE APPLICABLE)

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 CFR part 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.

5. Special Terms and Conditions

5.1. Award Term

The School Board's goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Bidder(s) shall be awarded a contract for an initial three (3) year term with up to one (1) optional two (2) year renewal period.

The award term recommendation will be that which is determined to be in the best interest of the School Board. Any renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

5.2. Bid Closing Date

Submittals must be received by The School Board of Brevard County, Florida, Office of Procurement & Distribution Services through the District's eProcurement Portal (https://procurement.opengov.com/portal/brevardschools) no later than 2:00 pm., **local time, on Tuesday, January 21, 2025.** Bids received after this time will not be considered.

5.3. PRE-BID CONFERENCE

A pre-bid conference will be held by the Procurement & Distribution Services at the time and location detailed in the #Introduction section. All potential bidders are encouraged to attend and participate.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public Bid openings or meetings should contact the Procurement Department at 321-633-1000 x11645 at least five (5) days prior to the meeting date.

5.4. PUBLIC BID OPENING

A. The Bids will not be available for public records request until a notice of intended decision is issues or thirty (30) days after bid opening date, whichever is earlier. (Florida Statute 119.071 (1) (b)).

B. The Bidder List will be available #Project Portal at time of Bid opening.

C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to access the public Bidder List should contact the Procurement Department at 321-633-1000 x11645 after the Bid opening date.

D. Individuals that would like to hear the names of Bidders read aloud during the official Bid opening may access the electronic meeting via Microsoft Teams .at the following web address: Microsoft Teams MeetingMeeting ID: 286 550 834 617Passcode: aT9Gc36e

5.5. QUESTIONS CONCERNING BID

The question and answer module of OpenGov is being utilized for this solicitation. Timely questions concerning this solicitation shall be submitted in accordance with the deadline for questions: Wednesday, December 18, 2024 at 3:00 pm EST.

Consideration for modification or alteration of this solicitation shall be requested during the specified question period, before the applicable deadline. No oral interpretation of the meaning of the plans, specifications, or other documents shall be considered binding. The District shall be bound by information and statements only when such statements are executed by written addendum.

Answers for timely questions will be addressed in the OpenGov question and answer module or as an addenda to this solicitation depending on volume, participants are encouraged to subscribe as a follower and monitor all notifications. Beyond questions and answers, any and all modifications, clarifications, interpretations and supplemental instructions will be in the form of a written addendum which, if issued, will be available for download. All addenda and questions/answers so issued shall become part of the Solicitation Documents and receipt shall be acknowledged prior to respondent submission.

Untimely questions are unable to be submitted in the question and answer module, thereafter respondents raising critical concerns must email dotson.heidi@brevardschools.org. Critical clarifications may be made via addenda, however, untimely questions may not be considered.

5.6. BIDDER'S RESPONSIBILITY

The Bidder, by submitting a Bid represents that:

A. The Bidder has read and understands the Solicitation in its entirety and that the solicitation is made in accordance therewith, and;

B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;

C. Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief.

D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the School Board's annual audit including five (5) years thereafter.

5.7. DISCOUNT ADJUSTMENTS

Unless a change is deemed to be in the best interest of the School Board, there will be no discount adjustments allowed during the contract period. The discounts submitted on the Price Sheet shall remain firm throughout the contract period. Bidders are encouraged to consider this requirement when offering discounts.

5.8. ITEM DISCONTINUANCE

During the term of this contract, as items are discontinued and a replacement offered, the awarded Bidder must notify the Procurement Department with the new equipment specifications. If OPS-Transportation Services/9640 approved the newer/current model, documentation will be placed in the solicitation folder noting the newer/current model as the revised product model for the remainder of the contract term.

5.9. MODEL NUMBER CHANGES

During the term of this contract as items are updated with a newer/current model, the awarded Bidder must notify the Procurement Department with the new equipment specifications. If OPS-Transportation Services/9640 approved the newer/current model, documentation will be placed in the solicitation folder noting the newer/current model as the revised product model for the remainder of the contract term.

5.10. DAMAGED ITEMS

In the event an item or items is received, and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the awarded Bidder at no cost to the School Board.

5.11. METHOD OF ORDERING

Items shall be ordered via individual purchase orders or by Visa purchasing card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

5.12. ORDERS

Schools, departments and centers of the School Board will issue purchase orders or place order by Visa purchasing card directly to the awarded Bidder(s) for the purchase of (CO-OP) Motor Vehicle Discount Bid. The awarded Bidder(s) will be expected to honor these orders according to the discount terms and conditions listed in this solicitation. Each purchase order will be emailed or mailed to the awarded Bidder(s). The order should be reviewed for correct prices, catalog numbers, extensions, etc.

5.13. EXEMPT FROM THIS BID

Purchases shall not include items available at lower prices on other School Board bid awards or on Florida State Contracts. Items shall be ordered via individual purchase orders or Visa purchasing card

on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order or receipts must be submitted for each purchase on Visa purchasing card.

5.14. SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

5.15. NO DAMAGES FOR DELAY

Bidder is not entitled to any additional compensation or increase in the contract sum for direct, indirect, impact, or any other damages arising because of any hindrance or delays caused by the owner or any other cause whatsoever. Bidder's only remedy for delay, not caused or exacerbated by the Bidder, shall be an extension of time to complete the Bidder's scope of work. Any extension of time shall be granted at the sole discretion of the School Board, and if granted, shall be in the form of additional days added to the contract.

5.16. DELIVERY TERMS

All items must be delivered by the delivery time specified in the Scope of Work or Pricing section.

DELIVERY CHARGES

Bid price must include all delivery charges.

HOURS OF DELIVERY

Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when all school buildings and Distribution Services are closed.

NOTIFICATION OF DELIVERY

The School Board Representative must be notified at least twenty-four (24) hours in advance of delivery.
OPS-Transportation Services/9640
Telephone (321) 633-1000.

MINIMUM ORDERS

Items shall be ordered as needed. There shall be no minimum amount to be delivered at one time.

F.O.B. TERMS

All deliveries shall be Free on Board (F.O.B.) Destination, Freight Prepaid and Allowed; as defined by the National Institute of Governmental Purchasing, Inc. (https://www.nigp.org/dictionary-of-terms):

Free on Board (F.O.B.) Destination

The point at which a title changes hands from the supplier to the buyer at the destination of the shipment when the buyer signs for the goods. The supplier owns the goods in transit, assumes responsibility for carrier selection, and files any claims for damages incurred during this period. F.O.B. destination does not address the responsibility for the cost of transportation (freight charges), which must be specified with the inclusion of additional language.

Free on Board (F.O.B.) Destination, Freight Prepaid and Allowed

The point at which a title passes is at destination, and the seller pays the freight.

F.O.B. DESTINATION POINT

The F.O.B. destination point for this contract and for all purchases made under it shall be as specified by the using school/department of the School Board. Delivery will not be complete until the using school/department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering school/department. All disputes shall be between the seller/Bidder and the carrier.

5.17. DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID

A. Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

B. Proper submittal of ALL documentation as required by this solicitation. (Responsive)

C. The greatest benefits to the School Board as it pertains to: (Responsible)

1. Total Costs and Discounts Offered.

2. Delivery.

3. Past Performance. In order to evaluate past performance, all Bidders are required to submit:

a. A list of references with the bid and;

b. A list of relevant projects completed within the last three (3) years that are the same or similar to the magnitude of this ITB.

D. All technical specifications associated with this solicitation.

E. Demonstrated ability, capacity and/or resources to acquire and maintain required staffing and inventory.

F. Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose

bid represents the best overall value to the School Board when considering all evaluation factors.

5.18. CONTRACT

A. The contents of this solicitation and all provisions of the Bidder's Acknowledgement Form shall be considered a contract and become legally binding. A separate contract document, other than the purchase order(s), will not be issued.

B. The Director of Procurement & Distribution Services, Superintendent, and Board Chair are the sole Contracting Officers for the School Board, and only they or their designee are authorized to make changes to any contract.

C. The School Board shall be responsible for only those orders placed by the schools/departments on an authorized signed purchase order or Visa purchasing card. The School Board shall not be responsible for any order, change substitution or any other discrepancy on the purchase order or card charges. If there is any question about the authenticity of a purchase order, card charge or change order, the Bidder should promptly contact the Procurement Department.

D. The School Board hereby notifies interested parties that the purchasing agreements and state term contracts, available under s. 287.056 of the Department of Management Services will be reviewed for the subject of the award recommendation of this solicitation.

5.19. PAYMENT TERMS

A. Payment Terms are identified in the ITB General Terms & Conditions.

B. **INVOICING -** The awarded Bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid School Board purchase order numbers. Invoices shall be mailed directly to the "bill to" as listed on the purchase order. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified in the terms of this solicitation or a School Board purchase order. Invoices, which do not reference valid School Board purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the Bidder for resolution of the discrepancies. It is the sole responsibility of the Bidder to reconcile the purchase order and the Bidder's invoice and to notify the Procurement representative of any discrepancies prior to billing. The School Board will only pay the dollar amounts authorized on the purchase order.

C. The Bidder represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of Section 68.082, Florida Statutes, pertaining to false claims against the State, and/or Section 837.06, Florida Statutes, pertaining to false official statements.

D. **PARTIAL PAYMENT -** Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required.

E. **PAYMENT DISCOUNTS** - A bid price submitted indicating a discount if an invoice is paid within a certain number of days from the date of the invoice cannot be considered as a basis for the solicitation evaluation. All bid prices must be net and not contingent on terms.

5.20. SAFETY

The Bidder shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Bidder shall take all necessary precautions to ensure all materials provided do not include Asbestos. The Bidder shall indemnify and hold harmless the School Board from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the School Board because of the Bidder, sub-contractor, or supplier's failure to comply with the regulations.

5.21. BIDDER'S PERSONNEL

During the performance of the contract, the Bidder agrees to the following:

A. The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Bidder. The Bidder agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, shall state that such Bidder is an Equal Opportunity Employer.

C. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Bidder shall include the provisions of the foregoing paragraphs A, B, and C, above, in every subcontract or purchase order so that the provisions will be binding upon each Bidder.

E. The Bidder and any sub-contractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

F. Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the Bidder or personnel furnished by the Bidder in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the Bidder or any employee or agents of the Bidder or personnel furnished by the Bidder, without the prior written consent of the School Board.

G. All employees assigned by the Bidder to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Bidder's responsibility to ensure that all employees meet the physical standards to perform the work assigned and are free from communicable diseases. This requirement also includes acceptable hygiene habits of Bidder's employees.

H. The personnel employed by the Bidder shall be capable employees, age 18 years or above, qualified in this type of work.

I. It is the Bidder's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.

J. The Bidder's employees shall be required to dress neatly, commensurate with the tasks being performed.

K. All School Board facilities are tobacco free. The School Board prohibits the use of tobacco in school buildings. Such prohibition also applies on school grounds, on school buses, and/or at any school-related event. Refer to Board Policies, 3215 - use of tobacco on school premises.

L. It is the Bidders responsibility to see that every employee on the Bidder's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Bidder's responsibility to inform the School Board Representative(s) of all new employees promptly at time of employment. All visitors, including volunteers and Bidders, are to check in and out with the front office using the applicable software and must wear a badge indicating their visitor status. Refer to Board Policies, 9150 – School Visitors.

M. The Bidder shall require employees to be dressed in their appropriate work attire when reporting for duty.

N. The Bidder shall prohibit their employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.

O. The Bidder shall require their employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.

P. The School Board's Representative(s) will determine how the Bidder will receive access to the facility.

Q. If keys are provided and lost, the Bidder will be responsible for any and all costs associated with replacement keys and re-keying of the facility.

R. When requested, the Bidder shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Bidder to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Bidder shall obtain a waiver from the employee authorizing the release to the SCHOOL BOARD of information acquired by the Bidder from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Bidder immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Bidder's employee, the Bidder will be obligated to cover the cost of the examination. If the test results indicate that the Bidder's employee was not involved in the incident, the SCHOOL BOARD will pay for the cost of the examination.

S. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY: The Bidder(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any School Board property, or at any school board activities. Violations may subject the Bidder and/or the Bidder's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Bidder presently holds. The Bidder(s) are required by this School Board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.

T. Any Bidder's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) workdays. Bidders (Employers) are required to report such convictions to the School Board within ten (10) workdays of receiving this information.

U. The School Board is committed to the education and safety of its students and employees. To that end, any Bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each Bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.

V. The Bidder shall strictly prohibit interaction between their employees and the student(s).

W. Bidder's employees may not solicit, distribute or sell products while on School Board property.

X. Friends, visitors or family members of the Bidder's employees are not permitted in the work area.

Y. The Bidder shall adhere to all of the School Board's security standards.

5.22. BANKRUPTCY/INSOLVENCY

At the time of bid submittal, Bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the Bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

5.23. NEW MATERIAL

Unless otherwise provided for in this specification, the Bidder represents and warrants that the goods, materials, supplies, or components offered to the School Board under this Bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Bidder believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the School Board's interest, the Bidder shall so notify the School Board Buyer in writing no later than ten (10) working days prior to the date set for opening of Bids. The notice shall include the reasons for the request and any benefits that may

accrue to the School Board if the Buyer authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

5.24. PREFERENCE TO FLORIDA BUSINESSES

Effective July 1, 2012, when a School Board is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a Bidder whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the School Board shall award an equal preference to the lowest responsible and responsive Bidder having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a Bidder whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Bidders having a principal place of business in that state, the preference to the lowest responsible and responsive Bidder having a principal place of business in the State of Florida shall be 5 percent. F.S. 287.084(1)(a).

A Bidder whose principal place is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2).

Please complete the form titled "Bidder's Statement of Principal Place of Business" and include it with your submittal.

6. Federal Terms and Conditions

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (Appendix II to 2 CFR Part 200)

Any goods or services purchased under this solicitation may utilize, in whole or in part, Federal Grants funding. The following terms and conditions shall be considered a part of the solicitation and resulting award and the respondent accepts and acknowledges that it is and will continue to follow said terms and conditions for the term of the award. Should any conflict arise between the following terms and conditions with any other language included in this solicitation, the following shall take precedence.

6.1. VIOLATION OR BREACH OF CONTRACT TERMS

This section applies to contracts for more than the simplified acquisition threshold, currently set at $250,000. Contractors who violate or breach contract terms may be subject to administrative, contractual, or legal remedies, as well as sanctions and penalties as appropriate, in addition to remedies found in other sections of the contract.

6.2. TERMINATIONS FOR CAUSE AND CONVENIENCE

Terminations for cause and for convenience are addressed under the #General Terms and Conditions section of the project portal.

6.3. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. See C.F.R. Part 200, Appendix II, (C). The provisions may be found in the #Attachments tab of the project portal.

6.4. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK ACT"

When required by Federal program legislation, this section applies to any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds. If applicable, the Contractor agrees to comply with the provisions of 29 CFR, Part 5.5(a) during the performance of this contract. The provisions may be found in the #Attachments tab of the project portal.

6.5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

This section applies to any contract in excess of $100,000 that involves the employment of mechanics and laborers and is financed in whole or in part from Federal funds. If applicable, the Contractor agrees to comply with the provisions of 29 CFR, Part 5.5(b) during the performance of this contract. The provisions may be found in the #Attachments tab of the project portal.

6.6. RIGHTS TO INVENTIONS

This section applies if the Federal award meets the definition of a "funding agreement" under 37 CFR, Part 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 CFR, Part 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.

6.7. CLEAN AIR ACT AND FEDERAL WATER POLUTION CONTROL ACT

This section applies to any contract or subgrant in excess of $150,000 that is financed in whole or in part from Federal funds. Contractor agrees 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). Contractor must report violations to the District, the Federal awarding agency, and the Regional Office of the Environmental Protection Agency (EPA).

6.8. DRUG FREE WORKPLACE

Drug Free Workplace certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691).

6.9. DEBARMENT AND SUSPENSION

Debarment and suspension are addressed under the #General Terms and Conditions section of the project portal.

6.10. BYRD ANTI-LOBBYING AMENDMENT

Contractors that apply or solicitation for an award exceeding $100,000 that is financed in whole or in part from Federal funds must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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. The certification may be found in the #Attachments tab of the project portal.

6.11. PROCUREMENT OF RECOVERED MATERIALS

For contracts using Federal funding, Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR, Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to procure items containing the highest percentage of recovered materials as designated by the Environmental Protection Agency (EPA) under 40 CFR, Part 247 whenever the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

6.12. ENERGY POLICY AND CONSERVATION ACT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (45 U.S.C. 6201).

6.13. RECORDS RETENTION

Provisions for records retention are addressed under the #General Terms and Conditions of the District and exceed the requirements under 2 CFR, Part 200.333.

6.14. HOLD HARMLESS AND INDEMNIFICATION

Hold harmless and indemnification are addressed under the #General Terms and Conditions section of the project portal.

7. Insurance

All contractors will carry and maintain policies as described below. All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. Such certificates must contain a provision for notification to the School Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board. The Certificate Holder shall be names as below:

The School Board of Brevard County, Florida

2700 Judge Fran Jamieson Way

Viera, FL 32940

7.1. Commercial General Liability Insurance:

All Contractors coming onto property owned or operated by BPS. "The School Board of Brevard County, Florida" shall be named as an additional insured to the insurance policy. If the School Board is not named as an additional insured, then the School Board reserves the right to terminate this Agreement.

Negligence including Bodily Injury and Property Damage	
Per Occurrence	$1,000,000
General Aggregate	$2,000,000

7.2. Product Liability and/or Completed Operations Insurance:

All Contractors whose work for BPS includes products or services that have the potential to cause property damage or bodily injury are required to carry this insurance to the limit listed below. This includes but is not limited to Contractors such as manufacturers of goods and medicines, general contractors, other construction industry tradespeople, caterers, food distributors, and retailers.

Negligence Including Bodily Injury and Property Damage	$1,000,000
Products - Completed Operations Aggregate	$2,000,000

7.3. Automobile Liability:

Any Contractor transporting district employees, delivering or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe that BPS is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.

Negligence Including Bodily Injury and Property Damage	
Per Claim	$500,000
Combined Single Limit (each accident)	$1,000,000

7.4. Workers' Compensation/Employer's Liability:

All Contractors that have four (4) or more employees or that subcontract any portion of their work to another individual or company are required to have workers' compensation insurance to the limits listed below.

W.C. Limit Requires	Statutory Limits
E.L. Each Accident	$100,000
E.L. Disease - Each Employee	$100,000
E.L. Disease - Policy Limit	$500,000

8. Definitions

As used in this Bid, the following terms shall have the meanings set forth below:

8.1. Bidder:

That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid for the purpose of obtaining business with the School Board to provide the product and/or services set forth herein.

8.2. Contract Administrator:

The School Board's Director of Procurement & Distribution Services or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the School Board Chair or authorized designee.

8.3. Contract:

The document resulting from this solicitation between the School Board and the Bidder, including this solicitation, along with any written addenda and other written documents, which are expressly incorporated by reference.

8.4. Bidder's Project Manager:

The Project Manager has responsibility for administering this contract for the awarded Bidder(s) and will be designated prior to the issue of the resulting Price Agreement or Purchase Order.

8.5. Day:

The word "day" means each calendar day or accumulation of calendar days.

8.6. Director:

The Director is the Director of Procurement & Distribution Services for the School Board.

8.7. Exceptions to Bid:

An exception is defined as the Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the bid.

8.8. Person to Persons:

An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

8.9. School Board:

The word School Board refers to the elected officials of the School Board of Brevard County, Florida, its duly authorized representatives, and any school, department, or unit within the School Board.

8.10. School Board's Project Manager(s):

The Project Manager(s) have responsibility for the day-to-day administration of the resulting contract for the School Board and will be designated prior to award of the resulting purchase order.

8.11. Using Agency:

The term "using agency" used herein refers to any school, department, committee, authority, or another unit in the School Board using supplies or procuring contractual services as provided for in the Procurement Department of the School Board.

9. Submittal Instructions

9.1. Training Resources for Vendors

Screen Shots:

Instructions for the new eProcurement System: The following link will help you Get Started (https://opengov.my.site.com/support/s/article/c7a5affa-e073-4d5a-8d87-b6eadcf343a9) and will include vendor guides for using the system. Below are additional screen shots for support.

All Video Guides: OpenGov Procurement Vendor Training

1. New Supplier Account
2. Submit a Bid or Proposal
3. Updating Your Company Designation on a Solicitation
4. Vendor Selection of Category Codes
5. How To Subscribe To Organizations And Find Active RFPs & Bids
6. Login Process
7. How to Edit or Withdraw your Proposal after it's been Submitted
8. How to Submit a Question
9. Viewing Bid Results

A series of video guides can be accessed at this link for additional Vendor Training: **Video Trainings**

9.2. OpenGov Technical Support

Technical support for an eProcurement system plays a vital role in ensuring smooth operations. You can call or email technical support using the information below.

- **Phone**: (650) 336-7167
- **Email**: support@support.opengov.com
- **Issue Log**: https://opengov.my.site.com/support/s/contactsupport/incident
- **Live Chat**: Click on the circle blue icon at the bottom right of the screen.

9.3. Electronic Submission and Delivery Instructions

Parties interested in responding are required to submit electronically through the District's eProcurement Portal **prior to** 2:00 pm EST on Tuesday, January 21, 2025. Please upload all required documents as instructed in the section named Vendor Questionnaire electronically before the time and day listed in this solicitation. Responses must be received in the system prior to the deadline.

9.4. Withdrawal of Submission

Any Bidder or Proposer may withdraw their response via the District's eProcurement Portal **prior to** 2:00 pm EST on Tuesday, January 21, 2025.

9.5. Changes to the Solicitation Documents

The District reserves the right to change any part of these Instructions and Specifications any time prior to the solicitation opening. Any changes shall be in the form of addenda and will become a part of the solicitation documents and of the contract. A Respondent's failure to address the requirements of the addenda may result in the response not being considered. If the District determines that a time extension is required for the solicitation, the addenda will give the new submission date.

Addenda shall be acknowledged via the District's eProcurement Portal for the project (CO-OP) Motor Vehicle Discount Bid (24-0217-B-HD). Respondents can view a list of addenda released by the District by clicking on "Addenda & Notices." While drafting a response, there is a section for "Addenda Confirmation" where Respondents must acknowledge each addenda released.

9.6. Deadline for Questions

The deadline to submit questions related to this solicitation is by 3:00 pmWednesday, December 18, 2024.

Questions regarding this solicitation should be submitted directly through the District's eProcurement Portal Q&A function. Do not contact any District employee or official regarding this solicitation except Heidi Dotson, Senior Procurement Agent. Any questions submitted after the date and time specified may not be considered.

9.7. Follow these steps to submit your response electronically:

If you are already registered and need help logging in or retrieving your user information utilize the blue chat bubble visible on the lower right hand corner of the screen.

Click on the hyperlink for the District's eProcurement Portal to create your vendor profile.

Electronic Submission of Response

All Respondents are required to submit electronically via the District's eProcurement Portal. The electronic system will close submission exactly at the date and time set forth in this solicitation or as changed by addenda.

Respondents are responsible for submitting and having their response accepted before the closing time set forth in this solicitation or as changed by addenda. NOTE: It is the Proposer's sole responsibility to ensure their bid and document(s) are uploaded, transmitted, and arrive in time electronically. The District will have no responsibility for responses that do not arrive in a timely manner, no matter what the reason.

Upon closing of the Solicitation, Solicitation Results will be available on the eProcurement Portal.

In the case of a discrepancy between the electronic pricing schedule and any uploaded pricing schedule document, the electronic pricing will prevail.

Steps to Submit Your Electronic Proposal:

To submit an offer to the District, vendor must begin by clicking on the green DRAFT RESPONSE button.

https://procurement.opengov.com/portal/brevardschools/projects/131969

1. Acknowledge all Addenda

2. Answer all required vendor questions.

3. Upload all required document. Respondent may save their work and return.

4. Review your work and submit response when ready.

5. You will receive a confirmation email from OpenGov upon receipt of your submission.

6. Proposer may withdraw their submission at any time **prior to** 2:00 pm EST on Tuesday, January 21, 2025.

Note: If an addenda is issued after a response has been submitted, vendor must return to take steps below. Failure to do both steps may result in the response being deemed non-responsive.

1. Acknowledge the new addenda; and

2. Resubmit your response through the eProcurement Portal.

Do Not upload a Zip File: Unzip Your Files

Note: If your files are [zipped or] in a zip folder, you may need to unzip the files before uploading. The following instructions may be helpful to do so.

A. Open File Explorer, and find the zipped folder.

B. To unzip the entire folder, right-click to select Extract All, and then follow the instructions.

C. To unzip a single file or folder, double-click the zipped folder to open it. Then, drag or copy the item from the zipped folder to a new location.

9.8. Vendor Registration Instructions & Customer Service information

Click here to register onto the District's eProcurement Portal hosted by OpenGov.

If you are already registered and need help logging in or retrieving your user information simply click on the blue chat bubble on the lower right hand corner of your screen or contact OpenGov at procurement-support@opengov.com for help at any time.

Customer Service

For assistance with e-bidding or uploading documents: Contact OpenGov via the blue chat bubble on the lower right hand corner of your screen or email at procurement-support@opengov.com.

Monday through Friday 5am - 5pm PST, except statutory holidays-- response time is typically less than ten minutes.

10. Bid Submission

For upload items, electronic files must be in a common format accessible by software programs the District uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Respondents will not secure, password protect or lock uploaded files; the District must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the District to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches.

10.1. ITB Bid Acknowledgement and Standard Terms & Conditions *
Please download the below documents, complete, and upload.

- ITB_Bid_Acknowledgement_and...

*Response required

10.2. References*
Please download the below documents, complete, and upload.

- References_Form.pdf

*Response required

10.3. Certified Business Program*
Does the bidder have an official business certification as issued by the State of Florida Office of Supplier Diversity or other government agency?

☐ Yes
☐ No

*Response required

When equals "Yes"

*10.3.1. Certified Business Program Reciprocity Affidavit**
Please download the below documents, complete, and upload with copies of applicable certifications.

- Certified_Business_Program_...

*Response required

10.4. Is the Bidder's Principal Place of Business Florida?*
☐ Yes
☐ No

*Response required

When equals "No"

*10.4.1. Bidder's Statement of Principal Place of Business**
Please download the below documents, complete, and upload.

- Bidder's_Statement_of_Princ...

*Response required

10.5. Use of Coercion for Labor and Services*
Respondent shall confirm they do not engage in or permit the use of coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Download the below document, complete, and upload.

- Human_Trafficking_Affidavit...

*Response required

10.6. Attachment "C" Bid Sheet (Group 1-6)*
Please download the below documents, complete, and upload.

- Attachment_C-Bid_Sheet_25-0...

*Response required

10.7. IRS Form W-9*

Please upload current completed and signed Form W-9

*Response required

10.8. Contractor's Proof of Insurance (COI)*
Please provide Certificate of Insurance listing required coverages per ITB requirements

*Response required

10.9. Contractor's Vendor Application*
Please download the below vendor application, complete, sign, and upload. This will be used to add a vendor file to our VMS after award.

- Vendor_Application_10.1.24_...

*Response required

10.10. Local Business Tax Receipts*
Upload copies of current Local Business Tax Receipts

☐ Yes
☐ No

*Response required

10.11. Permanent Business Jurisdiction*
Provide the State and County or City where the permanent business location resides.

*Response required

10.12. Is the Bidder exempt from Local Business Tax Receipts?*
☐ Yes
☐ No

*Response required

When equals "Yes"

*10.12.1. Reason of Exemption**
Upload documentation from above listed jurisdiction stating reason for exemption.

*Response required

10.13. Does the above listed jurisdiction issue business tax receipts?*
☐ Yes
☐ No

*Response required

When equals "Yes"

*10.13.1. Local Business Tax Receipt**
Provide a copy of the Local Business Tax Receipt.

*Response required

10.14. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements*

The following certification and disclosure regarding payments to influence certain federal transactions are required to be made per the provisions contained in 31 U.S.C 1352, the "Byrd Anti-Lobbying Amendment."

Complete and upload the following:

- Certificate_Regarding_Lobby...

*Response required

10.15. Disclosure of Lobbying Activities*

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352.

Complete and upload the following:

- Disclosure_of_Lobbying_Acti...

*Response required

10.16. Non-Collusive Affidavit*

Complete and upload the following:

- Non-Collusion_Affidavit.pdf

*Response required

10.17. Do you accept electronic funds transfer (ETF)?*

☐ Yes
☐ No

*Response required

When equals "Yes"

*10.17.1. If yes, does your firm offer a discount? **

Enter Percentage

*Response required

10.18. Do you accept Purchase/Payment by Visa card?*

☐ Yes
☐ No

*Response required

When equals "Yes"

*10.18.1. Purchase/Payment by Visa Card**

Please confirm that by accepting payment via Visa Card, no additional transaction or processing fees shall be added to the price. All fees must be included in the submitted response pricing.

☐ Please confirm

*Response required

10.19. Confidential Materials Acknowledgement

*10.19.1. This Acknowledgement is valid as of the date of the submittal of a response to the solicitation.**

☐ There ARE NOT Confidential Materials included as part of the Respondent's submittal to this solicitation.
☐ There ARE Confidential Materials included as part of the Respondent's submittal to this solicitation.
*Response required

*10.19.2. Brevard County Public Entity Purchasing Cooperative**

Please acknowledge awareness and understanding that this solicitation represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative, as outlined in that section of the project portal.

☐ Please confirm

*Response required

AGENDA ITEM NO. 6.s

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract for Fire Station #2 Mast Arm Fabrication and Installation with Traffic Management Solutions, LLC

SUGGESTED ACTION: Approve Contract for Mayor's signature

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On June 10, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-032EJ to select a contractor for Fire Station #2 Mast Arm Fabrication and Installation. Notice of this IFB was made through OpenGov (22,644 vendors were notified). 388 vendors viewed the solicitation, and 2 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

Traffic Management Solutions, LLC as the responsive and responsible bidder, is recommended for award.

Council approved the Notice of Recommended Award on July 23rd. Purchasing is now bringing forth the resulting contract with Traffic Management Solutions, LLC.

FINANCIAL IMPACT:
Funding to be from the new Fire Station Project account. GL #FS2- 30158200-563000-FST#2

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

SUGGESTED MOTION:
Motion to approve the contract with Traffic Management Solutions, LLC for Fire Station #2 Mast Arm Fabrication and Installation.

ATTACHMENTS:
Contract for Fabrication and Installation of Mast Arm

CONTRACT FOR FABRICATION AND INSTALLATION OF MAST ARMS

THIS CONTRACT for Fabrication and Installation of Mast Arms (the "Contract") is made and entered into as of the date of execution hereof by both parties, by and between the City of Bradenton (the "City" or "Owner"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Traffic Management Solutions, LLC (the "Contractor"), a Florida corporation located at 8895 N. Military Trail, Suite 301B, West Palm Beach, Florida.

WITNESSETH

WHEREAS, the City issued Invitation for Bids # 25-032EJ (the "IFB") seeking bids for fabrication and installation of two (2) mast arms at the City of Bradenton Fire Station #2;

WHEREAS, the Contractor was the successful bidder; and

WHEREAS, the parties desire to enter into a contract in accordance with the terms of the ITB.

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

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 The Contract Documents, which comprise the entire contract between the City and the Contractor, and which are made a part hereof by this reference, consist of the follow:

A. Solicitation 25-032EJ, and any addenda
B. Fee Schedule
C. City of Bradenton Signalization Plans, as dated March 20, 2025

1.2 If conflict arises between the Contract Documents, the order of precedence shall be the order in which the documents are listed above. The Contractor Documents may only be amended, modified, or supplement as provided in Section 3.04 of the Terms and Conditions.

ARTICLE 2 – CONTRACT PRICE

2.1 Owner shall pay Contractor for completion of the Work the total contract price of Five Hundred Seventy-Four Thousand Dollars ($574,000), as set forth in the Bid Tabulation submitted by Contractor in Response to IFB # 25-032EJ (the "Contract Price").

The Bid prices for Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and

classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions

ARTICLE 3 – ENGINEER

3.1 The Project has been designed by the City (the "Engineer"), which is to assume all duties and responsibilities, and have the rights and authority in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

The City and Contractor recognize and agree that time is of the essence, and that the City will suffer financial or other losses if the Work is not completed within the agreed timeframes set forth in Paragraph 4.2 of this Contract, and the Contract Documents, plus any extensions permitted in accordance with Article 12 of the General Conditions.

4.2 *Days to Achieve Substantial Completion and Final Payment*

a. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions ("Substantial Completion"); and

b. The Work shall be completed and ready for final payment within 180 days after the date of commencement of the Contract Times, in accordance with Paragraph 14.07 of the General Conditions ("Completion").

4.3 *Liquidated Damages*

The parties recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.2 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.2 above for Completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – PERFORMANCE AND PAYMENT BOND

The Contractor shall furnish to the City, prior to the commencement of operations hereunder, a performance and payment bond executed by the contractor, and a surety company authorized to do business in the State of Florida, an amount no less than the contract price herein, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen and

laborers. The City will only accept a Performance and Payment bond from a surety with an A.M. Best rating of "A-" (excellent) or better for bids requiring bonds of $500,000 or greater, or "B+" (Very Good) or better for Bids requiring a bond of less than $500,000. Said bond shall be in a form acceptable to the City Attorney. In accordance with Section 255.05, F.S., the City may not make a payment to the Contract until Contractor has provided a certified copy of the recorded bond.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 *Progress Payments; Retainage*

A. Owner shall pay the Contractor in accordance with the local Government Prompt Payment Act set forth in 218.70, F.S., upon receipt of the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that the services have been rendered in conformity with this Contract.

B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for the Services pursuant to Exhibit A – Fee Schedule, attached hereto and incorporated herein.

C. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. Retainage will be held at 5 percent of the work completed per pay application with a final pay application being the release of the retainage after the work has been completed.

D. Upon Substantial Completion, Owner shall continue to pay an amount sufficient to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.2 *Final Payment*

Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract. Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.1 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest as stipulated in the Prompt Payment Act of the Florida Statutes, Title XIV, Chapter 218, part VII.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data provided by Owner, if any.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. The contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 8.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. The Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the IFB and attachments thereto, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

ARTICLE 9 – GOVERNING LAW AND VENUE

Governing law and venue shall be as stated in Section 47 of the terms and conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 Terms

A. Terms used in this Contract will have the meanings stated in the General Conditions and Supplementary Conditions, unless otherwise defined herein.

10.2 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.5:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anyt hing of value likely to influence the action of a public official in the bidding process or in the Contract execution.

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.6 Public Records

A. All aspects of this Contract are subject to Florida's public records laws, as set forth in Section 41 of the General Terms and Conditions of Solicitations.

10.7 E-Verify

A. 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. Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Contractor 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 Contract. Contractor 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 Contract. If Contractor has a contract terminated by a public employer for any such violation during the term of this Contract, it shall provide immediate notice thereof to the Owner.

10.8 Termination

This Contract is subject to termination is set forth in Section 41 of the Terms and Conditions.

10.9 Insurance

Contractor shall procure and maintain insurance as specified in the Terms and Conditions.

10.10 Notice

A. Any notices, reports, or any other type of documentation required by this Contract shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

To City:
City of Bradenton
Attn: Purchasing
101 Old Main Street_
Bradenton, Florida 34205

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

To Contractor:
Eric Kontos
8895 N. Military Tr. Suite 301B
West Palm Beach, FL 33410

Email: rickke trafficmgmtsolutions.com

Copy to:
DJ Conner
6480 Harney Rd
Tampa, FL 33610

Email: DJC etrafficmgmtsolutions.com

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

OWNER
City of Bradenton, Florida

By: _____
Gene Brown
Mayor
Date: _____

ATTEST:
By: _____
Tamara Melton
City Clerk

Approved as to form:

CONTRACTOR
Traffic Management Solution LLC

By: _____
Print Name: Eric Kontos
Title: Chief Revenue Officer
Date: 8/13/2025

WITNESS:
By: _____

5256300v1

By: _____
Scott Rudacille
City Attorney

Print Name: DANIELLE LYONS
Date: 8/13/2025

SCR

EXHIBIT A - FEE SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost
1	ITSFM SUBSURFACE DOCUMENTATION- PROJECT LENGTH	MI	$3,950.00
2	ITSFM LOCATION DOCUMENTATION- INTERSECTION	EA	$3,175.00
3	CONDUIT, F&I, OPEN TRENCH	LF	$20.00
4	CONDUIT, F&I, DIRECTIONAL BORE	LF	$40.00
5	CONDUIT, F&I, ABOVEGROUND	LF	$65.00
6	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	$7,750.00
7	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	$6.50
8	FIBER OPTIC CABLE, F&I, UNDERGROUND,1-12 FIBERS	LF	$5.50
9	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	$65.00
10	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	$73.50
11	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	EA	$75.00
12	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	$1,650.00
13	FIBER OPTIC CONNECTION HARDWARE, ADJUST/MODIFY SPLICE ENCLOSURE	EA	$1,100.00
14	FIBER OPTIC CABLE LOCATOR	DA	$200.00
15	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	$2,550.00
16	PULL & SPLICE BOX, F&I, 17" X 30" COVER SIZE	EA	$1,875.00
17	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	$5,075.00
18	ELECTRICAL SERVICE WIRE, F&I	LF	$13.00
19	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	$2,800.00
20	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	$2,075.00
21	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78'	AS	$125,000.00
22	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 2 SECTION, 1-2 WAYS	AS	$2,500.00
23	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	$1,950.00
24	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	AS	$57,000.00
25	MANAGED FIELD ETHERNET SWITCH, F&I	EA	$6,500.00
26	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	$9,750.00
27	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	EA	$3,000.00
28	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	$1,100.00
29	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	$10.00
30	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	GM	$10,000.00
31	MOBILIZATION	LS	$44,655.00
32	MAINTENANCE OF TRAFFIC	LS	$45,000.00

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
Traffic Management Solutions, LLC
8895 North Military Trail, Suite 301B
West Palm Beach , FL 33410

SURETY (*Name, and Address of Principal Place of Business*):
Pennsylvania Insurance Company
P.O. Box 3646
Omaha, NE 68103 - 0646

OWNER (*Name and Address*):
City of Bradenton
101 Old Main Street
Bradenton, FL, 34205

CONTRACT

Effective Date of Agreement:
Amount: Five Hundred Seventy-Four Thousand and 00/100 Dollars ($574,000.00)
Description (*Name and Location*): 25-032EJ FIRE STATION #2 MAST ARM FABRICATION AND INSTALLATION

BOND

Bond Number: SBP150370_012
Date (*Not earlier than Effective Date of Agreement*):

Amount: Five Hundred Seventy-Four Thousand and 00/100 Dollars ($574,000.00)
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
Traffic Management Solutions, LLC (Seal)	Pennsylvania Insurance Company (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
ERIC C KOMTOS	Michelle McMahon
Print Name	Print Name
CHIEF REVENUE OFFICER	Attorney-In-Fact
Title	Title
Attest: Rebecca Briand	Attest:
Signature	Signature
Rebecca Briand, Witness	Kisakye Edwards, Witness
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)
Surety Agency or Broker:
Owner's Representative (*Engineer or other party*):

Name: Willis Towers Watson Northeast, Inc. - Elizabeth Marrero
Address: One Brookfield Place, 200 Liberty Street, 7th Floor
Phone #: +1 786-835-9246

Public Work
F.S. Chapter 255.05 (1)(a) Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: SBP150370_012

CONTRACTOR NAME: Traffic Management Solutions, LLC

CONTRACTOR ADDRESS: 8895 North Military Trail, Suite 301B
West Palm Beach , FL 33410

CONTRACTOR PHONE NO: (772) 460-6585

SURETY COMPANY: Pennsylvania Insurance Company

OWNER NAME: City of Bradenton

OWNER ADDRESS: 101 Old Main Street
Bradenton, FL, 34205

OWNER PHONE NO.: (941) 932-9467

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS:

OBLIGEE PHONE NO.:

BOND AMOUNT: Five Hundred Seventy-Four Thousand and 00/100 Dollars ($574,000.00)

CONTRACT NO.: (If applicable)

DESCRIPTION OF WORK: 25-032EJ FIRE STATION #2 MAST ARM FABRICATION AND INSTALLATION

PROJECT LOCATION:

LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed therein.

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. WTWNOE01_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does herby nominate, constitute and appoint:

Joshua Sanlord, Jonathan Gleason, Gentry Stewart, Danielle Bechard, Conner Wolpert, Doritza Mojica, Michelle McMahon, Sarah Murtha

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.**

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** all bond undertakings and contracts of suretyship, and to affix the corporate seal
thereto."

IN WITNESS WHEREOF, **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

By _____
Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

GENERAL NOTARY - State of Nebraska
LINDA S. DAVIS
My Comm. Exp. September 1, 2027

_____
(Notary Public)

I, the undersigned Officer of the **California Insurance Company,** a California Corporation of Foster City, California, **Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 5th day of August , 2025

_____
Jeffrey A. Silver, Secretary

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
Traffic Management Solutions, LLC
8895 North Military Trail, Suite 301B
West Palm Beach , FL 33410

SURETY (*Name, and Address of Principal Place of Business*):
Pennsylvania Insurance Company
P.O. Box 3646
Omaha, NE 68103 - 0646

OWNER (*Name and Address*):
City of Bradenton
101 Old Main Street
Bradenton, FL, 34205

CONTRACT
Effective Date of Agreement:
Amount: Five Hundred Seventy-Four Thousand and 00/100 Dollars ($574,000.00)
Description (*Name and Location*): 25-032EJ FIRE STATION #2 MAST ARM FABRICATION AND INSTALLATION

BOND
Bond Number: SBP150370_012
Date (*Not earlier than Effective Date of Agreement*):
Amount: Five Hundred Seventy-Four Thousand and 00/100 Dollars ($574,000.00)
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
Traffic Management Solutions, LLC (Seal)	Pennsylvania Insurance Company (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
ERIC C KONTOS	Michelle McMahon
Print Name	Print Name
CHIEF REVENUE OFFICER	Attorney-In-Fact
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Rebecca Briand, Witness	Kisakye Edwards, Witness
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay

Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker:
Owner's Representative (*Engineer or other*):

Name: Willis Towers Watson Northeast, Inc. - Elizabeth Marrero
Address: One Brookfield Place, 200 Liberty Street, 7th Floor
Phone #: +1 786-835-9246

California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. WTWNOE01_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does herby nominate, constitute and appoint:

Joshua Sanford, Jonathan Gleason, Gentry Stewart, Danielle Bechard, Conner Wolpert, Doritza Mojica, Michelle McMahon, Sarah Murtha

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.**

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** all bond undertakings and contracts of suretyship, and to affix the corporate seal
thereto."

IN WITNESS WHEREOF, **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

By _____
Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

GENERAL NOTARY - State of Nebraska
LINDA S. DAVIS
My Comm. Exp. September 1, 2027

_____
(Notary Public)

I, the undersigned Officer of the **California Insurance Company,** a California Corporation of Foster City, California, **Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 5th day of August , 2025

PENNSYLVANIA INCORPORATED SEAL STATE OF NEW MEXICO INSURANCE

_____
Jeffrey A. Silver, Secretary

AGENDA ITEM NO. 6.t

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract for RFP-25-023MK for Asphalt Repair and Replacement Services with Southern Striping Solutions, LLC DBA Collier Paving & Concrete

SUGGESTED ACTION: Approve the contract for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Southern Striping Solutions, LLC DBA Collier Paving & Concrete enter into a contract in response to RFP-25-023MK, whereby Contractor is to provide the City with asphalt repair and replacement services.

FINANCIAL IMPACT:
To be utilized and funded through the operating budget, 00154110 553000 Road Materials.

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

SUGGESTED MOTION:
Motion to approve the contract with Southern Striping Solutions, LLC DBA Collier Paving & Concrete.

ATTACHMENTS:
Contract with Southern Striping Solutions, LLC

CONTRACT FOR
Asphalt Repair and Replacement Services

THIS TERM CONTRACT (the "Contract") is made and entered into as of the date of execution by both parties, by and between the City of Bradenton, a political subdivision of the State of Florida (the "City"), and Southern Striping Solutions, LLC DBA Collier Paving & Concrete (the "Contractor"), a Florida limited liability company.

WITNESSETH

WHEREAS, the City required the services of a contractor to provide asphalt repair and replacement services on an as-needed basis; and

WHEREAS, the City issued IFB 25-023MK on June 12, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary consulting services; and

WHEREAS, the City approved a Notice of Recommended Award on July 23, 2025; and

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

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

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services, and labor for asphalt repair and replacement services in accordance with the Scope of Work made part of this Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for an initial period of one (1) year. The Contract may be renewed for up to four (4) additional one-year periods by written Contract of both parties.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract Documents. The total fee for the initial term of the Contract shall not exceed One Hundred Thousand Dollars and Zero Cents ($100,000.00).

B. Notwithstanding the preceding, Contractor shall not perform any work under this Contract until a purchase order has been issued by the City. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect not to issue any purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. The City's performance and obligations to pay under this Contract is contingent up on an

appropriation of lawfully available funds by the City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. 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 the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Contract.

B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for the Services pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.

C. 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.

V. ADDITIONAL SERVICES

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

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

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

VI. LIABILITY OF CONTRACTOR

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

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

VII. CONTRACTOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the Services shall comply with the terms

set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform the assigned tasks. Any changes or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

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

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

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

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

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

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

H. Section §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in the Sudan List or the Securitized Companies with Activities in the Iran Petroleum Energy Section List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a

boycott of Israel or engaged in business operation in Cub or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fee, and/or costs. In accordance with §287.135, F.S, The City may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of the operations in Cuba or Syria.

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

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

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

IX. FORCE MAJEURE

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

X. OBLIGATIONS OF THE CITY

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

1. Review of all Contractor payment requests for approval or rejection; and
2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's Services during the period of this Contract.

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

XI. TERMINATION

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

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

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

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

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

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

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

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

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

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

1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;

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

XII. DISPUTE RESOLUTION

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

B. In the event of a dispute or claim arising out of this 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.

XIII. STOP WORK ORDER

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

A. Cancel the stop work order; or
B. Terminate the work covered by the order; or
C. Terminate this Contract in accordance with provisions contained in Section XI.

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

work order.

In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract by written notice to the City.

XIV. PUBLIC RECORDS

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

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

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

XV. MISCELLANEOUS

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

B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

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

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

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

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

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

H. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be

unaffected thereby and shall remain valid and enforceable as to each party.

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

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

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

L. If a party to this Contract is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

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

N. The City may unilaterally extend this Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Contract shall remain in effect for the extension period.

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

Contractor's Representative:		City's Administrative Agent:	
Name:	Alex Demarco	Name:	Sean Horan
Title:	Director of Operations	Title:	Superintendent Streets & Drainage
Address:	16900 Gator Rd	Address:	888 13th Ave E
	Fort Myers, FL 33912		Bradenton, FL 34205
Telephone:	239-591-5903	Telephone:	941-462-1993
E-Mail:	alex@collierpave.com	E-Mail:	Sean.horan@bradentonfl.gov

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

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

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

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

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

1. Contract
2. Solicitation
3. City's Purchase Order

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

Southern Striping Solutions, LLC

By: _____

Print Name: Daniel Banks
(Title of Authorized Representative)

Date: 08/18/2025

Title: President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF WORK

1. Overview

A. It is the intent of the City of Bradenton to secure the services of a Contractor to repair and/or replace asphalt along selected roads within the City of Bradenton on an as needed basis. The contractor shall furnish all materials, equipment, labor and operations necessary to complete the work.

B. Pricing - Contractors unit prices, F.O.B., destination. The prices shall include costs for all transportation, labor, materials, and equipment used in the repair/replacement of Asphalt.

2. Method of Measurement

The pay quantity shall be on the basis of tons used, as evidenced by delivery tickets automatically printed by the supplier's sealed scales, signed and accepted by the city. The Contractor's costs shall include all labor, materials, equipment, excavation, hauling and disposal of materials and restoration.

3. General Conditions

A. The Contractor is advised that there is no minimum or maximum size repair associated with this solicitation.

B. Contractor shall provide pricing for patch repairs requiring less than one (1) ton of asphalt.

C. Prices are to be net cost to the city, for repair/replacement of asphalt priced per ton.

D. The Contractor will furnish the city with a mix design for each type of material, which may be supplied under this contract.

E. Aggregates, screenings and liquid asphalt material must be provided from Florida Department of Transportation (FDOT) approved sources.

F. Upon city's request, the Contractor shall submit a certification of source of materials.

G. Marshall Stability testing for all types of asphalt under this contract must meet FDOT requirements.

H. The samples and tests used for determining the quality and acceptability of the materials and workmanship, which have been or are being incorporated in the Work shall conform to the requirements of the State of Florida Department of Transportation Material Sampling, Test, and Reporting Guide, 1988 Edition.

I. Contractor will be responsible for cutting and preparation of area to be patched including final compaction on finished grade.

J. Contractor will be responsible for removal of old asphalt and all other debris from the patch job.

K. Contractor shall provide minimum response time from day of notification to complete work.

L. Contractor is to replace any existing striping or markings damaged during repair such as side road, center line, parking lot markers, directional arrows, and damaged or missing RPM devices.

M. The Contractor acknowledges that in cases of emergency repair, he will make every attempt within his power to make the repair as soon as possible after notification.

N. Milling of areas to be patched shall vary in size based most current City of Bradenton Public Works and Utilities Infrastructure Specifications and shall be at the direction of the Public Works Engineering Inspector or Streets and Drainage Superintendent.

O. Contractor acknowledges that should he/she be awarded this contract and is unable to perform because of breakdown, scheduling, lack of equipment or manpower, then the city may, on an order basis, go to the next qualified Contractor without penalty to the city.

4. Contractor Responsibilities

A. *Quality Requirements*

i. All workmanship and materials shall be in accordance with FDOT Specifications, FDOT Roadway and Traffic Design Standards (FDOT Index) latest edition, Manual of Uniform Traffic Control Devices latest edition, referred to as M.U.T.C.D. and all applicable Federal State and Local Rules, regulations and ordinances unless amended within this Contract.

ii. The Contractor shall give sufficient notification of placement of orders for materials and shall order materials sufficiently in advance of their incorporation in the work to allow time for sampling and testing.

iii. The Contractor shall not use equipment which is unsafe or is in need of repair.

iv. The Contractor shall also conform to FDOT Specifications Section 100.

B. *Mobilization and Demobilization*

i. The Contractor shall be responsible for mobilizing all necessary personnel, equipment, and materials to the work site.

ii. Mobilization includes all preparatory work such as securing necessary bonds and insurance, setting up traffic control, and ensuring the readiness of equipment.

iii. Upon completion of the project, demobilization will include the removal of equipment, completing punch list items, and cleaning the work site to restore it to its original or better condition.

iv. There will be no direct payment for Mobilization/Demobilization. The cost for Mobilization/Demobilization shall be incidental to the project or included in the price for the various items.

C. *Traffic Safety*

i. The Contractor agrees not to restrict traffic on any right-of-way any more than is necessary to properly perform this work and not to restrict traffic on more than one half of any roadway without prior approval of the city.

ii. When restricting traffic in any manner, the Contractor shall furnish and place all traffic control and safety devices necessary, such as warning signs, barricades, detour signs and any other safety devices as may be required for safe operation.

iii. All Maintenance of Traffic work shall conform to the provisions of the Manual on Uniform Traffic Control Devices (MUTCD), FDOT Standard Specifications Section 102, the FDOT Index 600 series and the City of Bradenton MOT Policy.

iv. The Contractor shall be responsible for traffic control, the restoration of existing street signs, traffic control signs, and other appurtenances and/or objects disturbed during the work.

v. The Contractor shall submit a Maintenance of Traffic (MOT) plan, if required, five (5) days prior to work for city approval.

D. *Cooperation With Utilities*

i. The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work.

ii. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor.

iii. Protection of utilities shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service.

iv. The Contractor is to include within his/her line item prices, the costs to protect, and/or support, all underground utilities which may be in conflict with the construction of this proposed project.

v. The Contractor shall follow the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute 240. This act provides for a "One Call Toll Free" telephone number to be used by all parties doing excavation, demolition or other underground construction.

E. *Damages*

i. Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense.

ii. Restoration of all adjoining areas shall be equal to or better than original condition and to the satisfaction of the City.

iii. Protection of personal property, utilities, structures, mailboxes, sprinkler systems, conduits, trees, and shrubs shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper location upon the completion of the work.

iv. Mailboxes shall be kept in service and shall be restored to their proper location upon the completion of the work.

5. Description of Material

A. All materials supplied under this contract must conform to applicable sections of the Florida Department of Transportation (FDOT) Standard Specifications for Road & Bridge Construction FY 2025-2026, and as amended, including those pertaining to include properties of materials, blending and manufacturing standards.

B. All Prime and/or Tack Coat work shall conform to the Standard Specifications for Road and Bridge Construction, and as amended. Materials for Prime and Tack Coats shall conform to the requirements of FDOT Specifications, and the FDOT Specifications Division III. No direct payment will be made for this work. Payment for Prime and Tack Coats completed and accepted, including the cost of furnishing and applying the cover material when applicable, shall be included under the Contract Item for the specified asphaltic base, structural and surface courses. Such payment shall constitute full compensation for all items and work described herein and as specified in said FDOT Specifications Section 300.

C. Types of materials which may be supplied under this contract must conform to the Standard Specification for Road and Bridge Construction, and as amended and are as follows:

i. Asphalt Base Course (ABC) Type 3

ii. Milling of Existing Asphalt

iii. Type S-1

iv. Type S-111

v. Friction Course Type 2 (FC-2) without rubber

vi. Friction Course Type 3 (FC-3) without rubber

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EXHIBIT B
FEE SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost
1	Asphalt Base Course (ABC) Type 3	TN	$308.12
2	Milling Existing Asphalt (1" Depth)	SY	$104.08
3	Type S-1	TN	$267.80
4	Type S-111	TN	$269.25
5	Friction Course (FC) Type 2 without Rubber	TN	$315.88
6	Friction Course (FC) Type 3 without Rubber	TN	$321.65
7	Charge for patch repairs less than one (1)	EA	$2,334.50
8	1 1/2" S-111 overlay in parking lot	SY	$198.00
9	1" S-111 overlay in parking lot	SY	$198.00
10	Charge of patch repairs in parking lot	SY	$198.00

AGENDA ITEM NO. 6.u

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for IFB 25-026MK Concrete Repair and Replacement Services

SUGGESTED ACTION: Authorize award and pursue a contract with Gilliam Construction LLC.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On July 7, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-026MK to select a contractor for Concrete Repair and Replace Services. Notice of this IFB was made through OpenGov (22,584 vendors were notified). 852 vendors viewed the solicitation, and 5 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process. Gilliam Construction LLC having submitted the lowest responsive and responsible bid is recommended for award.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Scott Rudacille will be sent the contract for review once authorized.

SUGGESTED MOTION:
Motion to approve and authorize the award for IFB-25-026MK and to pursue a contract with Gilliam Construction LLC.

ATTACHMENTS:
25-026MK NORA Packet

NOTICE OF RECOMMENDED AWARD

SOLICIATION #	25-026MK		**TYPE:**	IFB – Invitation for Bids	
SOLICITATION TITLE	Concrete Repair and Replace Services				
PROCUREMENT SPECIALIST	Marcus Kerber				
DEPARTMENT	Public Works				
ADVERTISED DATE	07/7/2025		**RESPONSE DATE**	07/30/2025	
PRE-BID MEETING	☐ Mandatory ☒ N/A			**ATTENDEES**	
NOTIFICATIONS	22,584	**VIEWS**	852	**RESPONSES**	5

RESPONDENTS		
VENDOR	**LOCATION**	**TOTAL BID PRICE**
AJ General Construction Services, Inc.*	Dover, FL	$65,910.25
Stripe A Lot of America*	Clearwater, FL	$67,069.00
Gilliam Construction LLC	**Palmetto, FL**	**$98,108.00**
Construcciones IMB LLC	Tampa, FL	$127,914.61
Construction 95 LLC	Lauderhill, FL	$199,550.00

*Deemed Non-Responsive

RECOMMENDED AWARD
Gilliam Construction LLC, having submitted the lowest responsive and responsible bid, is recommended for award.

AUTHORIZATION		
Erin Jones	Erin Jones	8/19/2025
Procurement Official or Designee	Signature	Date

CITY OF BRADENTON

Procurement

Interoffice Memorandum

TO: Erin Jones, Purchasing Manager

FROM: Marcus Kerber, Contract Specialist

DATE: August 18, 2025

SUBJECT: Award Recommendation for 25-026MK Conscrete Repair and Replace Services

BACKGROUND:

On July 7, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-026MK to select a contractor for Concrete Repair and Replace Services. Notice of this IFB was made through OpeenGov (22,584 vendors were notified). 852 vendors viewed the solicitation, and 5 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

ANALYSIS:

Purchasing reviewed the lowest bidder, AJ General Construction Services, Inc., for responsiveness and determined that they did not poses any of the required licenses as listed in section 2.3 of the solicitation. Purchasing moved to the second lowest bidder, Stripe A Lot of America, for responsiveness and determined that their references did not meet the minimum qualifications as stated in section 2.3 of the solicitation. Purchasing moved to the third lowest bidder, Gilliam Construction LLC, for responsiveness and deemed them lowest bidder responsive. Purchasing checked the references of the lowest responsive bidder, Gilliam Construction LLC and deemed that they met all the requirements established in the solicitation documents and deemed them responsible.

RECOMMENDATION:

I recommend award to Gilliam Construction LLC, as the responsive and responsible bidder.

From: Andres Hidalgo
To: Marcus A. Kerber
Subject: [EXTERNAL] RE: Reference Check for City of Bradenton Solicitation
Date: Friday, August 8, 2025 7:51:32 AM
Attachments: image002.png
image003.png

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good Morning Marcus,

Below are the responses for your questions.

1. Have they provided **concrete repair** services? No, they installed new sidewalk, stormwater pipe and driveway replacements.

2. Have they provided **concrete replacement** services? Yes, they installed new sidewalk, stormwater pipe and driveway replacements.

3. Was this work completed within the past 5 years? Yes, the work was completed in the last 5 years.

4. Was the work completed on time? Yes, the work was completed on time.

5. If it was not completed on time what was the delay? N/A

6. Were there any change orders issued against the contract? The county revised the drainage system due to conflicts.

7. Is there any additional information you would like to provide? The project location they did for us is a sidewalk on 2nd ave east from 17th st E to 25th St E in Palmetto.

Thank you,

Andres Hidalgo, PE
Project Engineer II
Public Works - Project Management
941-708-7450 x 7392 Office
andres.hidalgo@mymanatee.org

Manatee County FLORIDA

From: Marcus A. Kerber <Marcus.Kerber@bradentonfl.gov>

From: Anthony Russo
To: Marcus A. Kerber
Subject: [EXTERNAL] RE: Reference Check for City of Bradenton Solicitation
Date: Monday, August 11, 2025 9:31:56 AM
Attachments: image001.png

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Marcus,
See responses below.
Tony Russo PE
941.708.7450 x7349
813.434.5350 cell

From: Marcus A. Kerber <Marcus.Kerber@bradentonfl.gov>
Sent: Thursday, August 7, 2025 3:46 PM
To: Anthony Russo <anthony.russo@mymanatee.org>
Subject: Reference Check for City of Bradenton Solicitation

Good afternoon,

The City of Bradenton recently solicited for **Concrete Repair and Replacement Services**. You were listed as a reference for **Gilliam Construction, LLC**. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than August 12th. We appreciate you taking time out of your day to complete this reference check.

1. Have they provided **concrete repair** services? YES (TR)

2. Have they provided **concrete replacement** services? YES (TR)

3. Was this work completed within the past 5 years? YES (TR)

4. Was the work completed on time? YES (TR)

5. If it was not completed on time what was the delay? N/A (TR)

6. Were there any change orders issued against the contract? NO (TR)

7. Is there any additional information you would like to provide? Gilliam Construction was cooperative and dedicated. (TR)

Thank you,

From: Marcus A. Kerber
To: Marcus A. Kerber
Subject: Reference Check for City of Bradenton Solicitation
Date: Monday, August 11, 2025 9:46:00 AM
Attachments: image001.png

Nick McKinnon
FDOT District 7
813-416-4210
Reference check completed via phone call

Good afternoon,

The City of Bradenton recently solicited for Concrete Repair and Replacement Services. You were listed as a reference for Gilliam Construction, LLC. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than August 12th. We appreciate you taking time out of your day to complete this reference check.

1. Have they provided concrete repair services? Yes

2. Have they provided concrete replacement services? Yes

3. Was this work completed within the past 5 years? Yes

4. Was the work completed on time? Yes

5. If it was not completed on time what was the delay? Yes

6. Were there any change orders issued against the contract? No

7. Is there any additional information you would like to provide? They were on time and professional.

Thank you,

bradenton
The Friendly City

MARCUS KERBER
Contract Specialist
941-932-9430
101 Old Main Street, Bradenton, FL 34205
BradentonFL.gov

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MULLINEX, CHRISTOPHER E SR

GILLIAM CONSTRUCTION LLC.
2315 17TH STREET E
PALMETTO FL 34221

LICENSE NUMBER: CGC1522107

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/09/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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AGENDA ITEM NO. 6.v

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Contract Extension of RFP 23-010EJ with Stantec Consulting Services, Inc.

SUGGESTED ACTION: Approval of the renewal.

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 (the "Contract") on September 13th, 2023, whereby Contractor agreed to provide the City with visioning consultant services, with an initial term 1 year term.

The Contract provides the parties with the option to renew for four (4) additional one (1) year periods. The Parties previously extended the Contract for an additional one (1) year period through September 12, 2025.

The parties desire to extend the Contract for an additional one (1) year period through September 12, 2026.

FINANCIAL IMPACT:
Expensed under GL Account: 00151500-534000

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

SUGGESTED MOTION:
Motion to approve the second extension of the contract with Stantec Consulting

Services.

ATTACHMENTS:
Second Contract Extension with Stantec Consulting Services, Inc.

Second Contract Extension of RFP # 23-010EJ
between Stantec Consulting Services, Inc. and the City of Bradenton

This SECOND CONTRACT EXTENSION of RFP # 23-010EJ (the "Extension"), is made this 27th day of August 2025, by and between the CITY OF BRADENTON, a Florida municipality, 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 Contractor entered into a contract in response to RFP # 23-010EJ (the "Contract") on September 13, 2023, whereby Contractor agreed to provide the City with visioning consulting services;

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 previously extended the Contract for an additional one-year period through September 12, 2025;

WHEREAS, the Parties desire to extend the term of the Contract for an additional one-year period through September 12, 2026;

WHEREAS, the Parties desire to make certain amendments to the Contract as described herein; and

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendments to the Contract**.
    a. **Term**. The term on the Contract is hereby renewed for a period of one (1) year, effective September 13, 2025 through September 12, 2026.
    b. **Fees**. For services provided pursuant to this Extension, the City shall pay the Contractor in accordance with the terms and conditions of this Contract an amount not to exceed $128,000 for the renewal term.

3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated.

Lewis, Matt (Tampa) Digitally signed by Lewis, Matt (Tampa) Date: 2025.08.20 09:08:20 -04'00'

Matt Lewis, as Principal, Planning — Date
Stantec Consulting Services, Inc.

Gene Brown — Date
Mayor, City of Bradenton

Erin Jones — 8/20/2025
Erin Jones, NIGP-CPP, CPPO, CPPB — Date
Purchasing Manager, City of Bradenton

AGENDA ITEM NO. 6.w

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Term Contract for Pavement Marking and Striping Services with McShea Contracting, LLC.

SUGGESTED ACTION: Approval of the contract for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On August 13, 2025, Council approved IFB 25-019NT recommendation of award to McShea Contracting, LLC. for the Pavement Marking and Striping Services IFB. Purchasing is now bringing forward the resulting contract for execution.

FINANCIAL IMPACT:
Funds are from 00145100-552500 (Sign Shop Supplies)

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

SUGGESTED MOTION:
Motion to approve the Term Contract for Pavement Marking and Striping Services with McShea Contracting, LLC.

ATTACHMENTS:
Term Contract for Pavement Marking and Striping Services with McShea Contracting, LLC.

TERM CONTRACT FOR
PAVEMENT MARKING AND STRIPING SERVICES

THIS TERM CONTRACT (the "Contract") is made and entered into as of the date of execution by both parties, by and between the City of Bradenton, a political subdivision of the State of Florida (the "City"), and McShea Contracting, LLC. (the "Contractor"). a Florida corporation, located at 508 Owen Ave. N., Lehigh Acres, FL 33971.

WITNESSETH

WHEREAS, the City required the services of a contractor to provide Pavement Marking and Striping Services; and

WHEREAS, the City issued IFB 25-019NT on June 12, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary consulting services; and

WHEREAS, the City approved a Notice of Recommended Award on August 13, 2025; and

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

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

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services, and labor for Pavement Marking and Striping Services in accordance with the specifications/scope of services made part of this Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for an initial period one (1) year. This Contract may be renewed for up to four (4) additional one-year periods by written agreement of both parties.

COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The City shall pay the Contractor for the Services in accordance with the Fee Schedule attached hereto. In no event shall the total Contract Price exceed One Hundred Eighty Thousand and Zero Cents ($180,000.00) for the initial term.

B. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

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

III. METHOD OF PAYMENT

A. 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 the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Contract.

B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for the Services pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.

C. 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.

IV. ADDITIONAL SERVICES

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

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

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

V. LIABILITY OF CONTRACTOR

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

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

VI. CONTRACTOR'S INSURANCE

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

VII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the Services shall comply with the terms set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform the assigned tasks. Any changes or substitution to the Contractor's key personnel must receive the City's written approval before said changes or

substitution can become effective.

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

C. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Contractor under this Contract. The Contractor shall, without additional

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

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

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

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

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

I. Section §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in the Sudan List or the Securitized Companies with Activities in the Iran Petroleum Energy Section List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that

boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operation in Cub or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fee, and/or costs. In accordance with §287.135, F.S, The City may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of the operations in Cuba or Syria.

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

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

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

VIII. FORCE MAJEURE

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

IX. OBLIGATIONS OF THE CITY

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

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

Contractor's services during the period of this Contract.

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

X. TERMINATION

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

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

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

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

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

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

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

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

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

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

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

XI. DISPUTE RESOLUTION

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

B. In the event of a dispute or claim arising out of this 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.

XII. STOP WORK ORDER

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

A. Cancel the stop work order; or
B. Terminate the work covered by the order; or
C. Terminate this Contract in accordance with provisions contained in Section XI.

In the event the City elects not to direct the Contractor to resume work, the stop work order may

be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.

In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract by written notice to the City.

XIII. PUBLIC RECORDS

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

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

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

XIV. MISCELLANEOUS

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

B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

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

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

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

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

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

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

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

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

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

L. If a party to this Contract is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

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

N. The City may unilaterally extend this Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Contract shall remain in effect for the extension period.

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

Contractor's Representative:		City's Administrative Agent:	
Name:	Dan McWilliams	Name:	Sean Horan
Title:	McShea Contracting, LLC.	Title:	Superintendent Streets and Drainage Division
Address:	508 Owen Ave. N., Lehigh Acres, FL 33971	Address:	888 13th Ave E, Bradenton, FL 34205
Telephone:	239-368-5200	Telephone:	941-462-1993
E-Mail:	dan@mcsheacontracting.com	E-Mail:	Sean.horan@bradentonfl.gov

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

P. Any change in the City's Administrative Agent or the Contractor's Representative will be

promptly communicated in writing by the party making the change.

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

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

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

1. Contract
2. Solicitation
3. City's Purchase Order

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

McShea Contracting, LLC.

By: _____

Print Name: Joel Switch
(Title of Authorized Representative)

Date: August 20th, 2025

Title: Area Manager

CITY OF BRADENTON

ATTEST:

By: _____
GENE BROWN
Mayor

By: _____
TAMARA MELTON
City Clerk

Date: _____

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. CONTRACTOR REQUIRMENTS

A. The Contractor shall provide maintenance of traffic in accordance with the latest Florida Department of Transportation (FDOT) Standard Plans FY 25-26 as amended for the project. Failure to comply with this requirement will result in complete shutdown by the City with no additional compensation to the Contractor. Driveway access shall be always maintained.

B. All work must be performed following the 11th edition Manual on Uniform Traffic Control Devices (MUTCD) as amended and the latest Florida Department of Transportation (FDOT) specifications for road and bridge construction.

C. The Contractor shall provide sufficient signage, proper flagging operations and barricade placement to ensure the safety of Vehicular and Pedestrian traffic at all locations where work is being done for this project.

D. The Contractor shall always maintain a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions. Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

E. The Contractor will refurbish existing striping and pavement markings utilizing water-based traffic paint or thermoplastic, depending on the existing conditions and project specifications.

F. New pavement striping and markings shall be applied using water-based traffic paint or thermoplastic, ensuring compliance with local and national standards

G. The Contractor will remove existing striping and pavement markings as required, ensuring that the surface is prepared for new application.

H. Removal of existing reflective pavement markers (RPMs) shall be completed as necessary, with the installation of new or replacement RPMs where specified.

I. The Contractor shall follow industry-standard traffic control and safety procedures during the installation of striping and pavement markers.

EXHIBIT A
SCOPE OF SERVICES

2. MOBILIZATION AND DEMOBLIZATION

A. The Contractor shall be responsible for mobilizing all necessary personnel, equipment, and materials to the work site.

B. Mobilization includes all preparatory work such as securing necessary insurance, setting up traffic control, and ensuring the readiness of equipment.

C. Upon completion of the project, demobilization will include the removal of equipment, completing punch list items, and cleaning the work site to restore it to its original or better condition.

D. There will be no direct payment for Mobilization/Demobilization. The cost for Mobilization/Demobilization shall be incidental to the project or included in the bid price for the various bid items.

3. WORK SCHEDULES, LOCATIONS AND MAINTENANCE OF TRAFFIC

A. The Contractor shall schedule work to minimize impact on the peak traffic periods. Peak periods are defined as(6:00 a.m. to 6:00 p.m.) Monday through Friday. No lane closures shall be permitted during the peak periods.

B. Due to restrictions on lane closures during peak hours (6:00 a.m. to 6:00 p.m.) on major collectors or arterials, the Contractor may be required to perform work during nights or weekends.

C. The City reserves the right to vary the City of Bradenton location(s) where, and the time(s) of day and the time(s) of week when, service(s) are provided. The objective is to meet the needs of the City and to ensure the highest quality possible of the service(s) provided.

D. The Contractor shall be responsible to provide safety and MOT to safely maintain vehicular, bicycle, and pedestrian traffic within the work limits and comply with all traffic safety requirements during all work. This includes any necessary detours, advanced warnings and channelization or other features, both at the immediate work site and outlying points.

E. Worksite traffic supervisor shall be certified in Advanced MOT and shall be present at the work site at all times.

F. The Contractor shall provide all necessary MOT to perform the work.

G. Routine work shall be conveyed to Contractor verbally and/or in writing; written documentation is to follow within 24 hours if work was initially communicated verbally.

4. ESTIMATED QUANTITIES

A. The exact quantities of striping and markings required are not guaranteed, the actual quantities may vary, and purchase orders will be issued on an as-needed basis. Separate purchase orders will be utilized for each specific requirement.

5. CONTRACTOR RESPONSIBILITIES

A. The Contractor shall provide all labor, materials, equipment, supervision, and necessary means to complete the project in a safe and efficient manner .

B. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Bradenton and all applicable State and Federal laws, policies, procedures, and guidelines.

C. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.

D. Contractor is responsible for all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

E. The Contractor must coordinate with the City on a daily basis regarding work schedules, progress, and any potential issues.

EXHIBIT B
FEE SCHEDULE

PAINTED PAVEMENT MARKINGS				
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**
1	Painted Bike/Edge line Stripe 4" Wide, Yellow and White	8000	LF	$0.35
2	Painted Traffic Stripes, 4" Wide, Yellow and White (Lane line)	8000	LF	$0.35
3	Painted Traffic Stripes, Skip 4" Wide, Yellow and White	8000	LF	$0.35
4	Painted Traffic Stripes, Double –Yellow 4" Wide	8000	LF	$0.70
5	Painted Bike/Edge line Stripe 6" Wide, Yellow and White	8000	LF	$0.49
6	Painted Traffic Stripe 6" Wide, Yellow and White (Lane line)	8000	LF	$0.49
7	Painted Traffic Stripes, Skip 6" Wide, Yellow and White	8000	LF	$0.49
8	Painted Traffic Stripes, Double –Yellow 6" Wide	8000	LF	$0.98
9	Painted Stop Bar Stripe 12" Wide	1000	LF	$2.75
10	Painted Stop Bar Stripe 24" Wide	1000	LF	$3.00
11	Painted Pavement Arrows, Yellow and White (Bid Per Arrow)	30	EA	$75.00
12	Painted Pavement Messages, Yellow and White (Bid Per Letter)	50	EA	$85.00
13	Painted Handicap Parking Space Blue and White Lining and Layout	30	EA	$200.00
14	Painted Blue and White Handicap Symbol	30	EA	$50.00

EXHIBIT B
FEE SCHEDULE

THERMOPLASTIC PAVEMENT MARKINGS				
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**
15	Thermoplastic Bike/Edge line Stripe 4" Wide, Yellow and White	8000	LF	$1.28
16	Thermoplastic Traffic Stripes, 4" Wide, Yellow and White (Lane line)	8000	LF	$1.28
17	Thermoplastic Traffic Stripes, Skip 4" Wide, Yellow and White	8000	LF	$1.28
18	Thermoplastic Traffic Stripes, Double – Yellow 4" Wide	8000	LF	$2.56
19	Thermoplastic Bike/Edge line Stripe 6" Wide, Yellow and White	8000	LF	$1.92
20	Thermoplastic Traffic Stripe 6" Wide, Yellow and White (Lane line)	8000	LF	$1.92
21	Thermoplastic Traffic Stripes, Skip 6" Wide, Yellow and White	8000	LF	$1.92
22	Thermoplastic Traffic Stripes, Double – Yellow 6" Wide	8000	LF	$3.84
23	Thermoplastic Stop Bar Stripe 12" Wide, Yellow and White	1000	LF	$3.76
24	Thermoplastic Stop Bar Stripe 24" Wide, Yellow arid White	1000	LF	$7.48
25	Thermoplastic Pavement Arrows, Yellow and White (Bid Per Arrow)	30	EA	$90.00
26	Thermoplastic Pavement Messages, Yellow and White (Bid Per Letter)	50	EA	$25.00
27	Thermoplastic Handicap Parking Space Blue and White Lining and Layout	30	EA	$500.00
28	Thermoplastic Blue and White Handicap Symbol	30	EA	$15.00
29	Removal of Painted Traffic Stripes, Messages and Markings	1000	LF	$1.00
30	Removal of Thermoplastic Traffic Stripes, Messages and Markings	1000	LF	$2.00

EXHIBIT B
FEE SCHEDULE

31	Removal of Raised Pavement Markers	100	EA	$1.00
32	Provide and Install Class "B" Raised Pavement Markers Type 1, 2, 3, 4, or 5	100	EA	$4.00

AFTER HOURS WORK RATE			
Line Item	**Description**	**Unit of Measure**	**Unit Cost**
33	Painted Pavement Markings After Hours Work Rate	HR	$0.00
34	Thermoplastic Pavement Markings After Hours Work Rate	HR	$0.00

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Bradenton Riverwalk Half Marathon 10K and 5K

SUGGESTED ACTION: The Event Review Committee recommends approval with the following stipulations: 2 Bradenton Police Department Extra Duty Officers onsite, first aid station onsite, copy of FDOT approval forms and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Gulf Community Performance would like to host a half marathon and 5K race on March 1, 2026, on Riverwalk, Green Bridge and Palmetto City Pier. This is the second year for this event, and it will require FDOT approval. The event has an expectation of 300 people.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Bradenton Riverwalk Half Marathon 10K and 5K event with stipulations recommended by staff.

ATTACHMENTS:

Bradenton Riverwalk Half Marathon 10K and 5K Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Gulf Community Performance

Date of Application: 7/23/25

Contact Name: Aaron Rex

Contact Phone 1: 9417054352

Contact Email: moretolifethanthis7@gmail.com

Contact Phone 2: _____

Address: 452 3rd Ave West

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Bradenton Riverwalk Half Marathon 10k 5k

Event Date: 3/01/26

Purpose of Event: Run

Description of Event: Run

Event Location: Bradenton Riverwalk Race Route, Green Bridge, Palmetto Pier

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	3/01/26	Sunday	4am	11am	300
Event Day 1	3/01/26	Sunday	4am	11am	300
Event Day 2					
Event Day 3					
Break Down	3/01/26	Sunday	4am	11am	300

Number of years event has been held: 2

Past Attendance: 300

(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
10 x 10	2	grass

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

Will a stage be used for the event? Yes No

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

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

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

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? _____

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

_____

_____

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

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

Describe any additional event activities.

_____

_____

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes (No)

Solid Waste Service? Yes (No)

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? (Yes) No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Aaron Rex, applicant/event organizer for Bradenton Riverwalk Half Marathon 10k 5k (event), scheduled for (date&hours), 3/01/26 7 hours, from 4 to 11am, 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

Gulf Community Performance
Organization

Aaron Rex
Typed or Printed Name and Title

7/23/25
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

Gulf Coast Performance
Organization

Aaron Rex
Typed or Printed Name and Title

7/23/25
Date

(03/2022)

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

Name of Requestor: Aaron Rex

Name of Organization: Gulf Community Performance

Street Address: 452 Ave West

City: Bradenton State: FL Zip: 34205

Telephone: 9417054352 Email: moretolifethanthis7@gmail.com

Name of Event: Bradenton Riverwalk Half Marathon 10k 5k

Start Date: 3/01/26 End Date: 3/01/26 Start Time: 4am End Time: 11am

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

Green bridge South Lane only

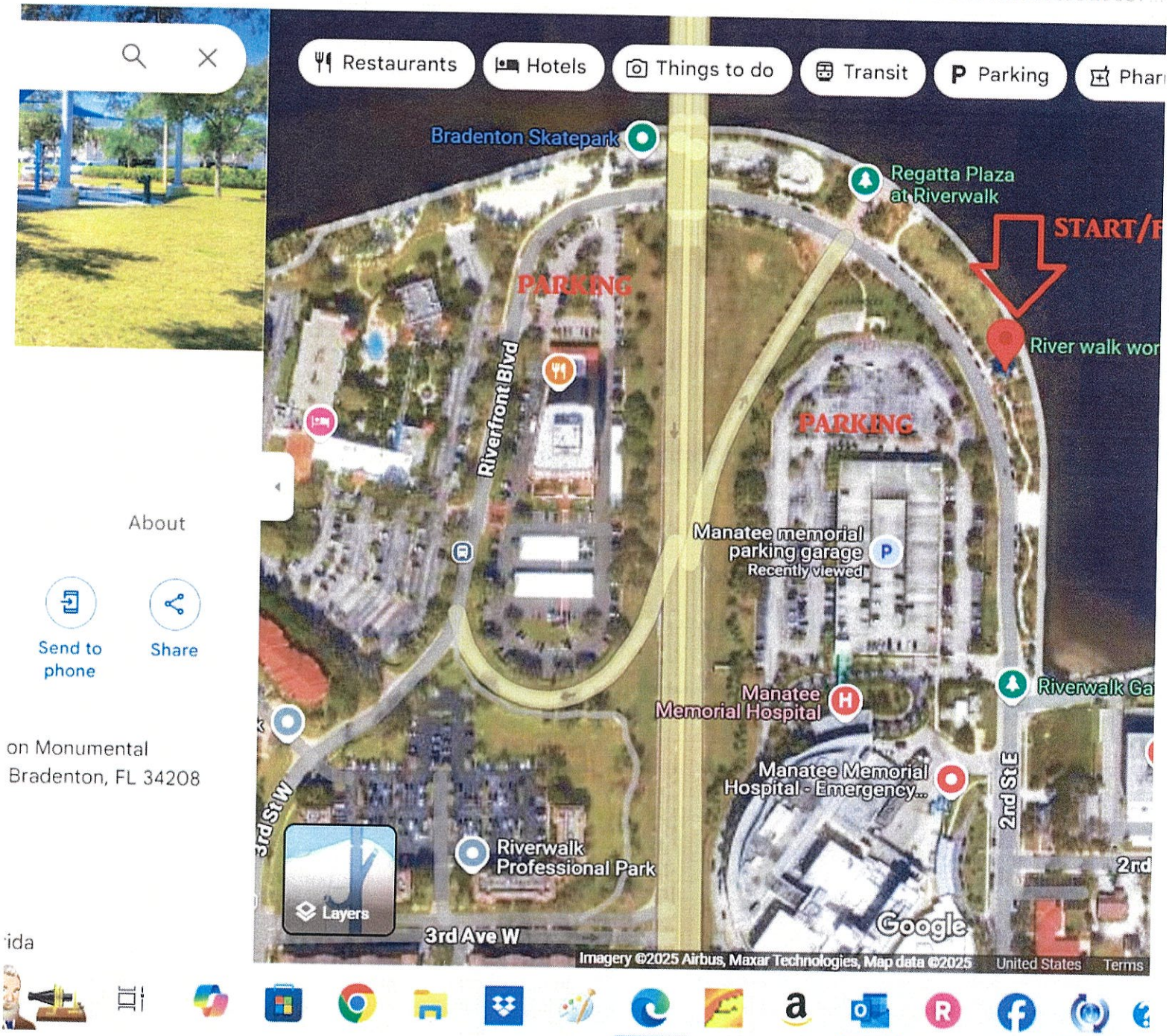
Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)

sale merc | Beverage Industry Insights | Bev | Mail - thierry rouillard - Outlook | River walk workout - Goo

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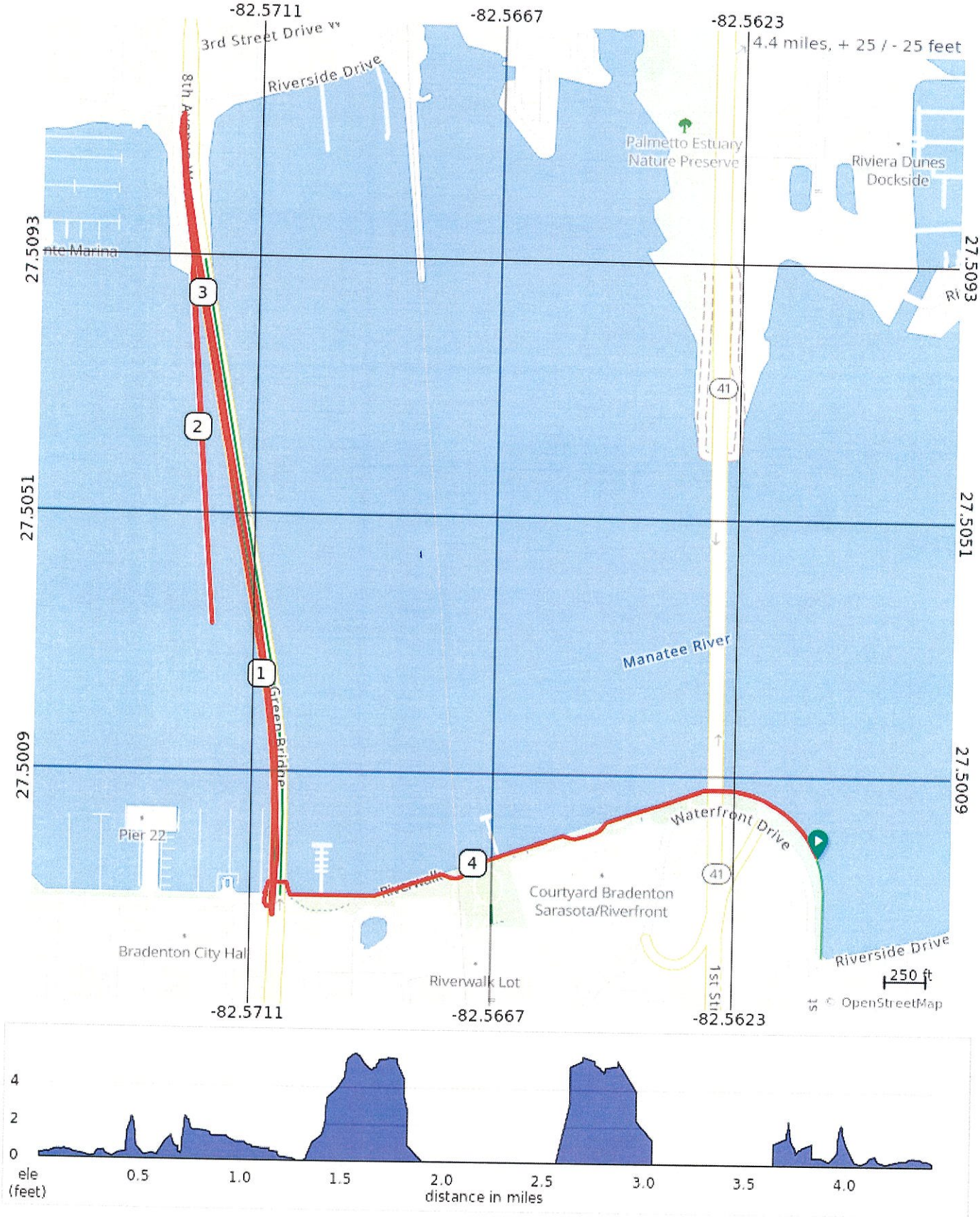
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Bradenton Riverwalk
Half Marathon 10K 5K
3/1/26

Bradenton riverwalk half 3/1/24

RIDE WITH GPS

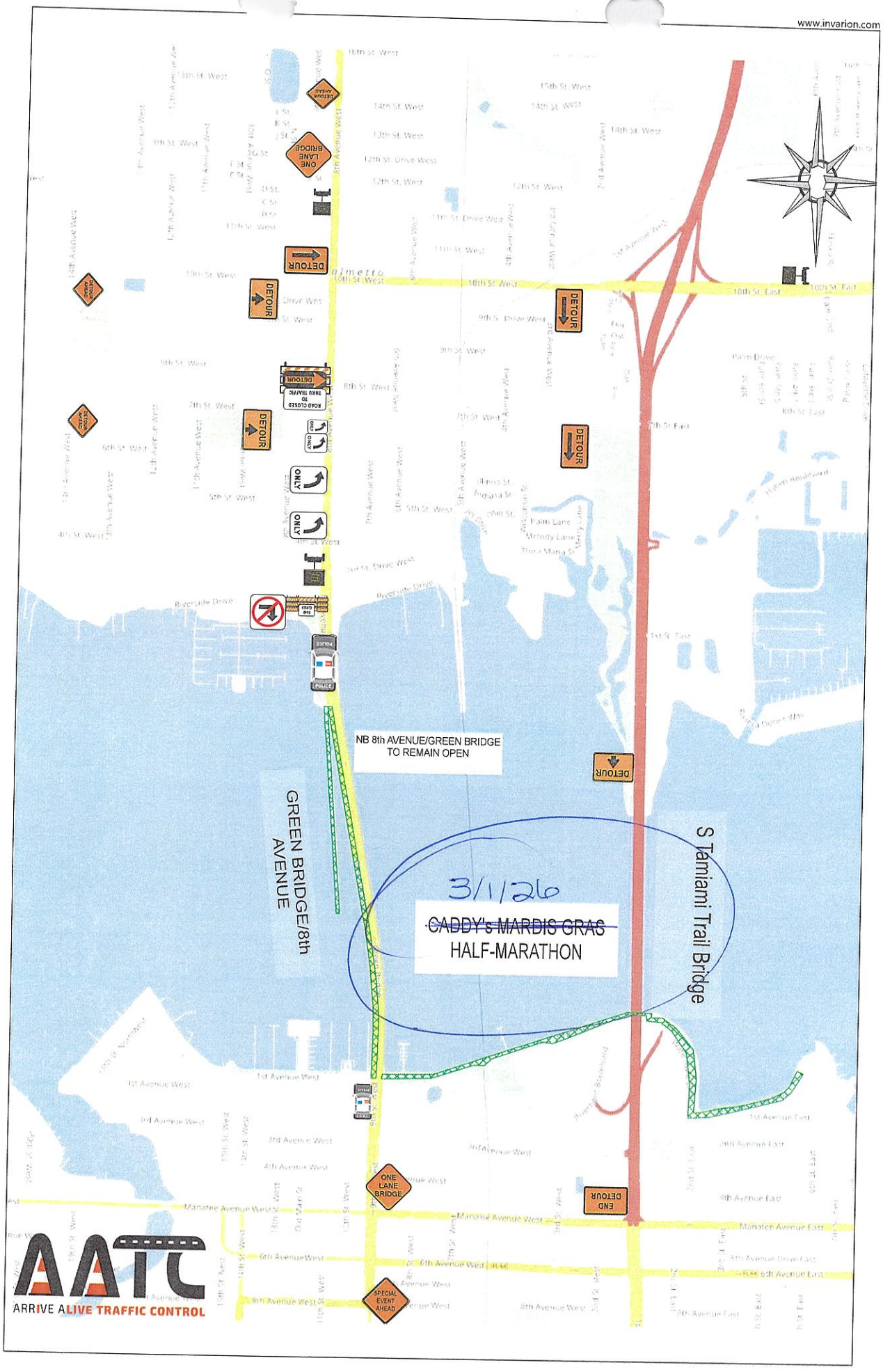


Bradenton riverwalk half

Num	Dist	Prev	Type	Note	Next
1.	0.0	0.0		Start of route	0.7
2.	0.7	0.7	→	R onto Riverwalk Gateway	3.1
3.	3.8	3.1	←	L onto Riverwalk	0.6
4.	4.4	0.6		End of route	0.0

4.4 miles. +21/-21 feet

www.invarion.com



AATC
ARRIVE ALIVE TRAFFIC CONTROL

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: East Bradenton Park Improvements - Manatee County Proposal

SUGGESTED ACTION: Council recommendation to move forward with the right of way (ROW) changes and on street parking proposed by the County.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Manatee County is in the process of making park improvements at the Eastside Park – 13th Street East behind Tropicana. The pool is being removed and a splash pad installed; the baseball field has already been demolished and replaced with the footprint of a football field. The County intends on attracting additional traffic to the site. Football has a far larger draw than the baseball field did. All onsite parking has been eliminated in the new design.

Public Works has asked for 9’ wide x 20’ long parking space dimensions for perpendicular parking, adding parking back into the site, additional ROW dedication to increase the travel lanes from 9.5’ to 11’ wide, and sidewalk outside of the proposed fence. The County is requesting 90+ parking spaces in the ROW to accommodate parking at the facility.

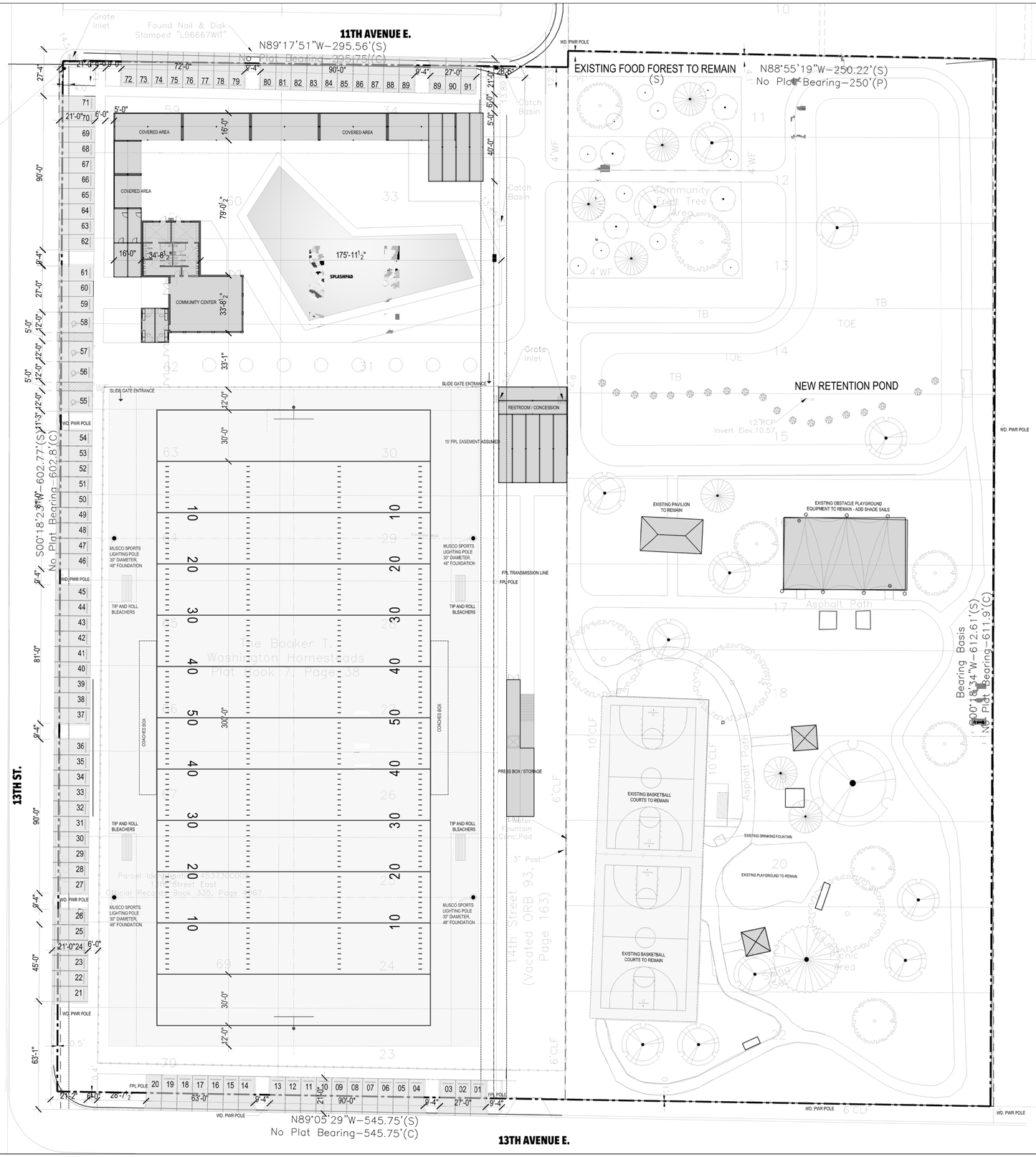
FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:

Motion to approve the East Bradenton Park Improvements proposal from Manatee County.

ATTACHMENTS:
East Bradenton Park Improvements Proposal



1 SITE PLAN
SCALE: 1"=30'

SRS
A Zyscovich Company
1800 Eller Drive Suite 500
Fort Lauderdale, FL 33316
T 954.961.6806
F 954.961.6807
www.synalovski.com

Merrill Ann Romanik
AR 0015810
Seal

EAST BRADENTON PARK IMPROVEMENTS

1119 13TH STREET
BRADENTON, FLORIDA

CLIENT: MANATEE COUNTY

REV	DATE	DESCRIPTION

DESIGN DELIVERABLE: SCHEMATIC DESIGN

ISSUE DATE: 05.20.25

PROJECT NUMBER: 2024-0111.0000

DRAWN BY: SH

CHECKED BY: MR

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SHEET TITLE:
SITE PLAN

SHEET NUMBER:
AS-101

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 27, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: The Metropolitan 2A and 2B Solid Waste Concierge Service

SUGGESTED ACTION: A recommendation from Council on agreeing with the suggested solution for the developer trying to achieve a net zero energy site.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The Metropolitan 2A and 2B is a new workforce housing development of 14-unit multifamily apartments with a proposed net zero energy footprint. In order to meet the net zero requirements on a small parcel, the developer is proposing concierge service for solid waste collection.

The developer is also proposing a larger site, Metropolitan 2B, across the street, where compactor service for solid waste will be provided.

The proposed concierge service at the 2A facility is door side pickup with drop off at the compactor at the 2B facility. Bags and other debris will be transported across the street via pickup truck, low velocity vehicle, or by the residents themselves. A containment area for bulk trach is proposed on site but can service

or dumpster service will not be available on site at 2A.

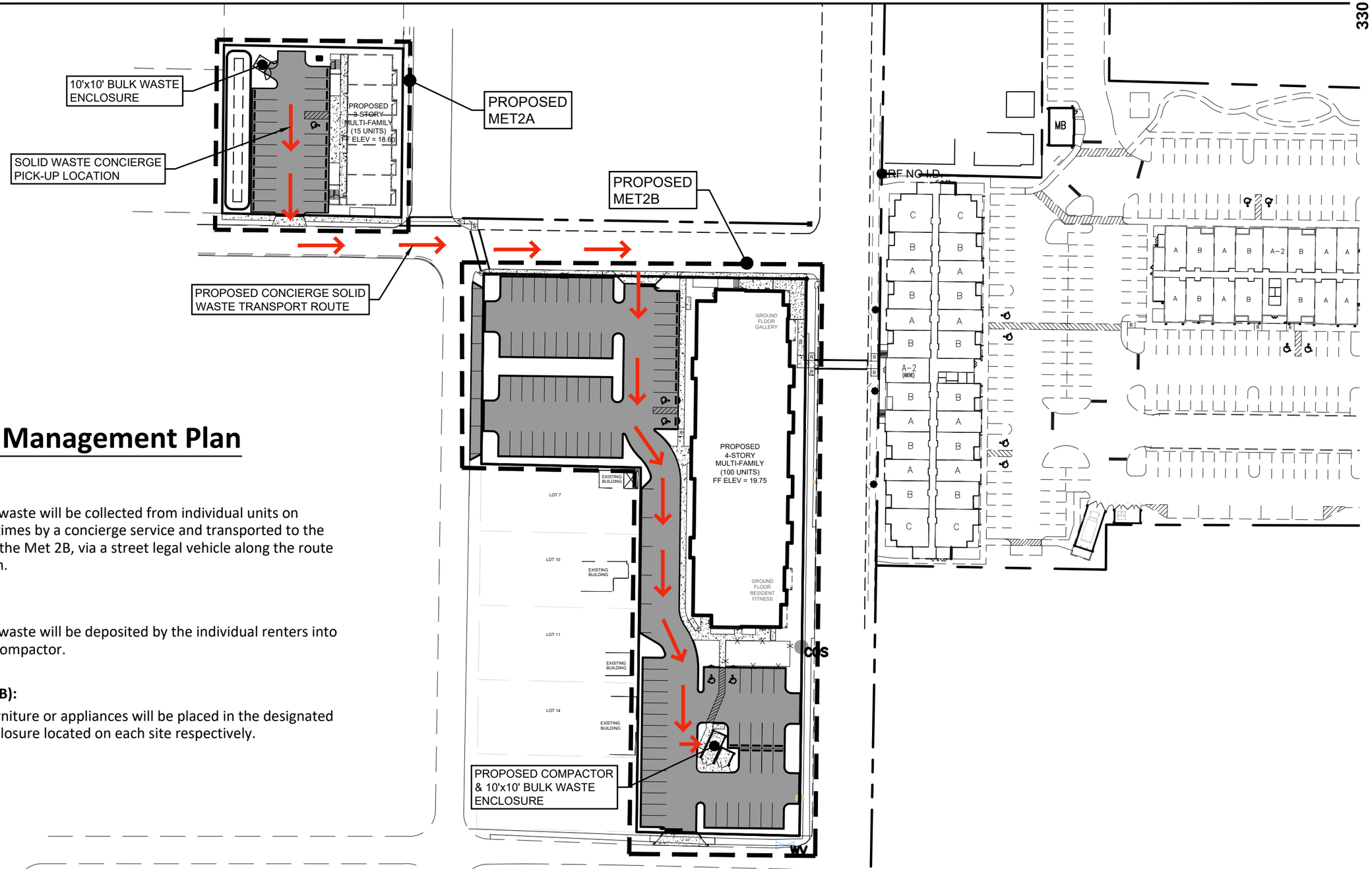
FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:

Motion to approve the Solid Waste management plan for The Metropolitan 2A and 2B.

ATTACHMENTS:
Solid Waste Management Plan



Solid Waste Management Plan

Regular Trash (MET 2A):

All general household waste will be collected from individual units on designated dates and times by a concierge service and transported to the compactor located on the Met 2B, via a street legal vehicle along the route designated on this plan.

Regular Trash (MET 2B):

All general household waste will be deposited by the individual renters into the proposed on-site compactor.

Bulk Waste (MET 2A & 2B):

Large items such as furniture or appliances will be placed in the designated 10'X10' bulk waste enclosure located on each site respectively.

Shroyer Drapala Engineering, LLC
608 6th St W, Palmetto, FL 34221

N

0 40 80 Feet

Solid Waste Management Plan
For
The Met 2A & 2B

Section 35, Township 34 South, Range 17 East
City of Bradenton, Florida

REVISIONS	Design By:	Drawn By:	Checked By:	Sheet
	JEC	JEC	-	1 Of 1
	Drawing Scale:	Drawing Date:		
	1" = 80'	July 8, 2025		
	Submitted For:			

Exhibit "A"
Utility Easement Description
(THIS IS NOT A SURVEY)

Description:

A 10-foot-wide utility easement over a portion of the parcel described in Official Records Book 435, Page 542, of the Public Records of Manatee County, Florida, lying in Section 5, Township 35 South, Range 17 East, Manatee County, Florida, being 5.00 feet on each side of the following described centerline:

COMMENCE at the Northwest corner of the Northeast 1/4 of said Section 5; thence S 00°37′31″ W, along the West line of said Section 5, a distance of 1078.00 feet; thence S 89°22′29″ E, perpendicular to said West line, a distance of 50.01 feet to a point on the East right-of-way line of 59th Street West, as described in the deed from the City of Bradenton to Manatee County, recorded in Official Records Book 776, Page 775, of the Public Records of Manatee County, Florida, and as shown on the Road Plat of 59th Street West, recorded in Road Plat Book 8, Page 94, of the Public Records of Manatee County, Florida, said point being the **POINT OF BEGINNING** of the centerline herein described; thence N 89°33′30″ E, along said centerline, a distance of 115.00 feet to the **POINT OF TERMINATION**.

The sidelines of said 10-foot-wide easement are to be extended or shortened to meet at all angle points and to terminate at (1) the East right-of-way line of 59th Street West, and (2) at points lying 5.00 feet on each side of and perpendicular to said centerline at the Point of Termination.

Containing 0.026 acres or 1,150 square feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description is **NOT** complete without the sketch on Sheet 2 of 2.
3) Information for Section 5 and the boundary of G.T. Bray Park was derived from a boundary survey of G.T. Bray Park, performed by the Manatee County Property Management Department Survey Division, with a field date of 8/25/2017.
4) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35S, Range 17E, being S0° 37' 31"W, referenced to the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).
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: 2025.08.19
07:57:06 -04'00'

08/19/2025

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERD SURVEYOR & MAPPER

SCALE: 1" = 30'

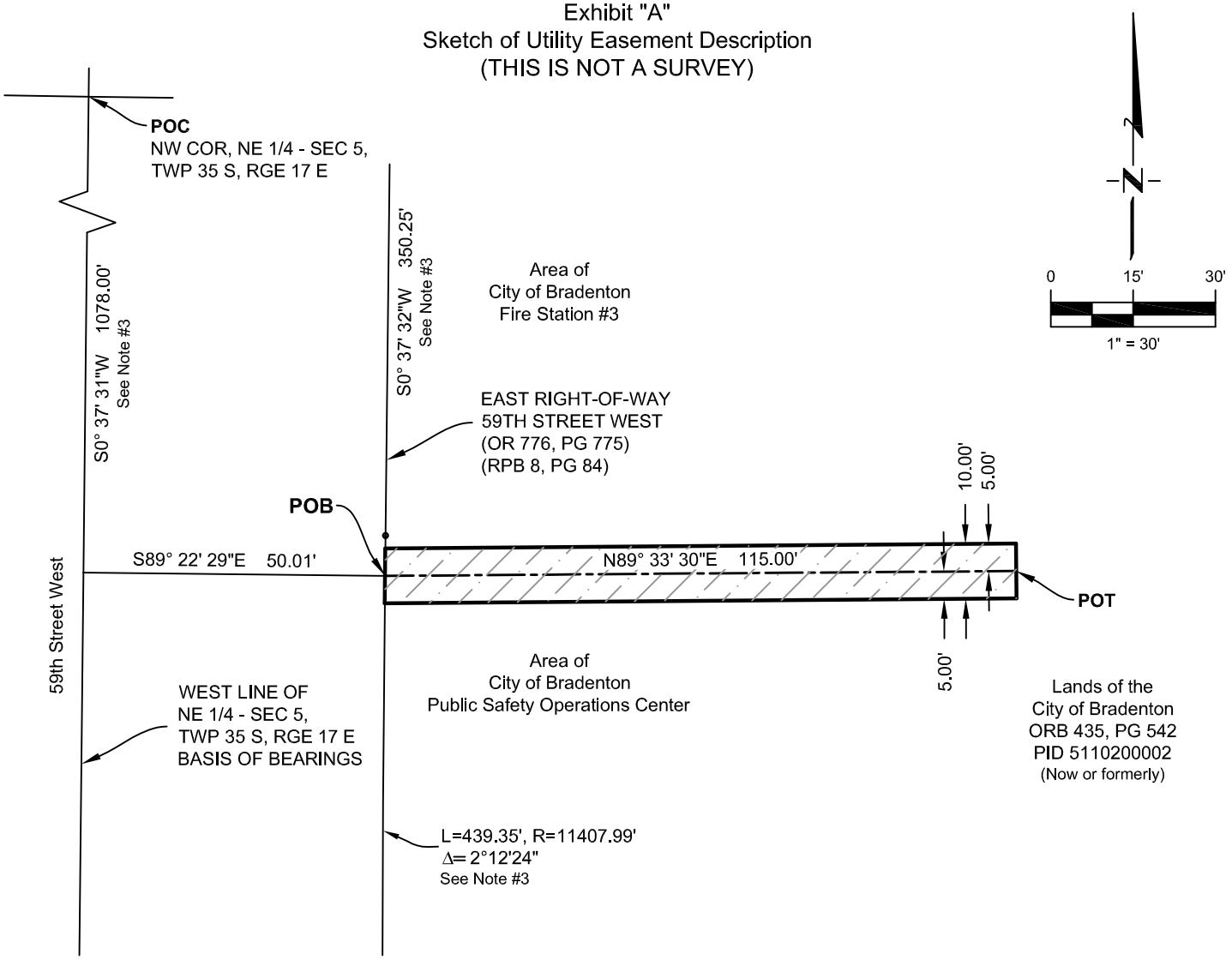
SHEET: 1 OF 2

SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 08/19/202

Exhibit "A"
Sketch of Utility Easement Description
(THIS IS NOT A SURVEY)



Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.

2) This sketch is **NOT** complete without the description on Sheet 1 of 2.

3) Information for Section 5 and the boundary of G.T. Bray Park was derived from a boundary survey of G.T. Bray Park, performed by the Manatee County Property Management Department Survey Division, with a field date of 8/25/2017.

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5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) See Sheet 1 of 2 for additional notes.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

NW	=NORTHWEST	POB	=POINT OF BEGINNING
NE	=NORTHEAST	POT	=POINT OF TERMINUS
SW	=SOUTHWEST	POC	=POINT OF COMMENCEMENT
SE	=SOUTHEAST	RPB	=ROAD PLAT BOOK
#	=NUMBER	OR	=OFFICIAL RECORDS BOOK
		PG	=PAGE
		SEC	=SECTION
		TWP	=TOWNSHIP
		RGE	=RANGE
		COR	=CORNER

SCALE: 1" = 30'

SHEET: 2 OF 2

SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 08/19/202