AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, July 26, 2023
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

1. INVOCATION & PLEDGE

Vice Mayor Jayne Kocher

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

4. PRESENTATIONS

a) City Administration: Post-Session Legislative Update by Senator Boyd
b) City Administration: Water Quality Update

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) Administrative Services: Resolution 23-65 - Hurricane Loss Mitigation Program Funds Agreement
Resolution 23-65 and HLMP Agreement
b) City Administration: Recommendation for Award for RFP 23-010EJ Visioning Consultant Services
Proposal for RFP 23-010EJ from Stantec Consulting Services
c) City Administration: Matrix Consulting Group, LTD. - Organizational and Operational Assessment Services
Matrix Consulting Group Contract
d) City Administration: Resolution 23-59 - National Incident Management System Training (NIMS) Requirements
Resolution 23-59

e) City Administration: Resolution Number 23-66 - Dynamic Message Board Policy and Procedures

Resolution 23-66

f) Event Review Committee: Back to Angola Festival
Back to Angola Festival Application and Site Plan

g) Event Review Committee: Bradenton Public Market
Bradenton Public Market Application and Street Closure Map

h) Event Review Committee: Mardi Gras Half Marathon and 4-Mile Run
Mardi Gras Half Marathon Application and Race Route

i) Event Review Committee: Music in the Park
Music in the Park Application and Site Plan

j) Event Review Committee: September 11th Tribute to Heroes Memorial Service
September 11th Tribute to Heroes Memorial Service Application and Site Plan

k) Event Review Committee: Winter Wonderland
Winter Wonderland Special Event Application and Site Maps

l) Human Resources: Mutual Non-disclosure Agreement from Aetna
Mutual Non-Disclosure Agreement with Aetna

m) Human Resources: Mutual Non-disclosure Agreement with RxBenefits
Mutual Non-Disclosure Agreement with RxBenefits

n) Information Technology: Sarasota County Hosting and Technology Services Agreement Renewal

o) Public Works & Utilities: Utility Service Co. Addendum to contract - Elevated Water Tank Maintenance
Utility Service Co. Contract and Addendum

p) Public Works & Utilities: Annual Renewal of Joint Funding Agreement with United States Geologic Survey for Water Resources Investigations
US Department of the Interior Funding Agreement

q) Public Works & Utilities: Budget Adjustment BA23-13
Budget Adjustment BA23-11 Resolution and Form

r) Public Works & Utilities: Construction Manager at Risk Contract for Fire Station #2
Contract with Willis Smith

s) Public Works & Utilities: Fire Station #2 Final Design/Construction Administration Contract with Fawley-Bryant Architects
Fawley Bryant Architectural Services Agreement

t) Public Works & Utilities: PB-23-014KC Agreement with C-Squared Certified General Contractors, Inc.
PB-23-014KC with C-Squared Certified General Contractors, Inc.

u) Public Works & Utilities: PB-23-015KC Agreement with Inliner Solutions, LLC
PB-23-015KC with Inliner Solutions, LLC

v) Purchasing: RFP 22-031NT Disaster Debris Collection Extension with Ceres Environmental Services, Inc.
RFP 22-031NT with Ceres Environmental

w) Purchasing: ITB-20-01RW Extension Agreement with Superior Asphalt, Inc.

ITB-20-01RW with Superior Asphalt

x) Purchasing: PB-22-043MK Extension Agreement with Univar Solutions USA Inc.
PB-22-043MK with Univar Solutions USA

y) Purchasing: IFB-20-01RW Extension Agreement with Woodruff & Sons, Inc.
ITB-20-01RW with Woodruff & Sons

z) City Administration: Resolution 23-60 - Emergency Pay Policy
Resolution 23-60

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

ADMINISTRATION OF THE OATH

Anyone wishing to address City Council during the following public hearings will please stand and raise your right hand: "Do you swear or affirm that the factual statements and representations which you are about to present to this board will be truthful and accurate?"

a) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4010 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 16-FOOT ALLEY AS SHOWN IN THE PLAT OF DR J C PELOTS ADDITION TO THE TOWN OF MANATEE SUBDIVISION, RECORDED IN BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, GENERALLY LOCATED EAST OF 23RD STREET EAST, BETWEEN MANATEE AVENUE EAST AND 3RD AVENUE EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4010
Staff Report and Application

b) Planning & Community Development:

Quasi-Judicial: ORDINANCE 4012 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM T5, URBAN CENTER TO SD, SPECIAL DISTRICT, FOR PROPERTIES LOCATED AT 101 AND 113 5TH AVENUE DRIVE EAST AND A PORTION OF 102 AND THE ENTIRETY OF 120 MANATEE AVENUE EAST; MORE PARTICULARLY DESCRIBED IN ATTACHED "EXHIBIT A", PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4012
Staff Report and Application

c) Administrative Services: Community Development Block Grant (CDBG) 2023-24 Proposed Use of Funds - PUBLIC HEARING

CDBG Proposed Use of Funds

d) City Administration: ORDINANCE 4013 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 26, ARTICLE II, SECTION 26-38, DISASTER EMERGENCIES; COUNCIL RESPONSIBILITY, TO ALLOW THE MAYOR OR VICE-MAYOR TO DECLARE A DISASTER EMERGENCY AND ISSUE EMERGENCY ORDERS IN THE EVENT THE QUORUM OF CITY COUNCIL CANNOT BE ATTAINED IN PERSON WITHIN A REASONABLE TIME; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4013

e) City Administration:

ORDINANCE 4011 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, OF THE CODE OF ORDINANCES, ENTITLED "VACATION RENTALS;" AMENDING SECTION 22-51, TO AMEND THE DEFINITION OF "VACATION RENTAL;" AMENDING SECTION 22-52(a) TO EXTEND THE DEADLINE FOR OBTAINING A CERTIFICATE OF REGISTRATION; AMENDING SECTION 22-61 REGARDING POSTING REQUIREMENTS; AMENDING SECTION 22-62 REGARDING PARKING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4011

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

a) City Administration: IT Director Recommendation
IT Director Recommendation Letter

b) City Administration: Strategic Planning Services Scope of Work
Strategic Planning Services Scope of Work

c) City Administration: Bus Benches - Letter to Metropolitan Systems, Inc.
Letter to Metropolitan Systems, Inc

d) City Administration: Citywide Capital Infrastructure: Facilities Repair/Replacement Projects Update

e) City Administration: Health Insurance Plan Recommendation

f) Planning & Community Development: Development Standards regarding Building Heights

g) City Administration: Ranking of Possible City Hall Sites

9. UNFINISHED BUSINESS

a) Planning & Community Development: Special Use Permit Criteria and Standards

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 the City Clerk by phone 941-932-9463 or email: cityclerk@cityofbradenton.com 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

nonthreatening 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 AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Tamara Melton, City Administration

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Post-Session Legislative Update by Senator Boyd

SUGGESTED ACTION: N/A

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Senator Boyd will present an annual post-session legislative update.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 4.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Tamara Melton, City Administration

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Water Quality Update

SUGGESTED ACTION: N/A

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
N/A

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Pam Skelding, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 23-65 - Hurricane Loss Mitigation Program Funds Agreement

SUGGESTED ACTION: Approve and adopt Resolution 23-65.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City was awarded $194,000 in Hurricane Loss Mitigation Program (HLMP) funding through a competitive application process. This grant funding is secured through an agreement with Florida's Division of Emergency Management and will be used to add wind mitigation features to homes owned by low and moderate income residents.

FINANCIAL IMPACT:
The funding is provided on a reimbursement basis through Fund 199.

ATTORNEY REVIEW/RECOMMENDATION:
Scott Rudacille, City Attorney, has reviewed the contract.

SUGGESTED MOTION:
Motion to approve and adopt Resolution 23-65 and authorize the Mayor to execute contract number B0198 on behalf of the City.

ATTACHMENTS:
Resolution 23-65 and HLMP Agreement

CITY OF BRADENTON

RESOLUTION NUMBER 23-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT TO ADMINISTER HURRICANE LOSS MITIGATION PROGRAM FUNDS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton was awarded HLMP funding to mitigate residential structures in the city, making them safer during storms; and

WHEREAS, the City has applied for and received HLMP in previous years; and

WHEREAS, this funding provided through the attached contract number B0198 will be used to benefit the city's residents, particularly its low and moderate income residents;

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

1. The City of Bradenton hereby approves the attached contract number B0198 with the State of Florida Division of Emergency Management for HLMP funding;
2. The Mayor is authorized to execute the attached contract number B0198 for HLMP funding;
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 26th DAY OF JULY, 2023.

ATTEST:

_____ _____

Tamara Melton
City Clerk

Gene Brown
Mayor

_____

Scott Rudacille
CITY ATTORNEY

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Bradenton
PROJECT #:	DEM-HL00090
PROJECT TITLE:	Hurricane Loss Mitigation Program
CONTRACT #:	B0198
MODIFICATION #:	NA

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Gene Brown Mayor 101 12th Street West Bradenton, FL 34205

Enclosed is your copy of the proposed contract/modification between **City of Bradenton** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittal
☐	Signed electronic copy
☐	Reviewed and Approved
☐	Signed and Dated by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Electronic Submittal to the Grant Specialist Evan Jenkins on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4515 or email me at Jillian.Holzman@em.myflorida.com.

Agreement Number: B0198
Project Number: DEM-HL00090

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Bradenton, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Recipient performance; and,

ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Jillian Holzman
Project Manager
2555 Shumard Oak Blvd.
Tallahassee, FL 32399
Telephone: (850) 815-4515
Email: Jillian.Holzman@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Gene Brown
Mayor
101 12th Street West
Bradenton FL, 34205
Telephone: (941) 932-9450
Email: gene.brown@bradentonfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on June 30, 2024, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is $194,000.00.

d. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such

payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the

public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may

take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment D.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division 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 Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor’s progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether

that subcontractor is a minority business enterprise, as defined in section 288.703,Florida Statutes.

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance Payment

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119,Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, 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, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

CITY OF BRADENTON

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Division of Emergency Management**

Catalog of State Financial Assistance title: Hurricane Loss Mitigation Program

Catalog of State Financial Assistance number: 31.066

Amount of State Funding: $194,000.00

ATTACHMENT A
SCOPE OF WORK AND BUDGET

PRESENT SITUTATION

Currently, the Legislature annually appropriates $10 million from the Florida Hurricane Catastrophe Fund to the Florida Division of Emergency Management ("Division") for the Division to administer the HLMP. By statute, that $10 million is allocated as follows:

- $3.5 million "to improve the wind resistance of residences and mobile homes, including loans, subsidies, grants, demonstration projects, and direct assistance; educating persons concerning the Florida Building Code cooperative programs with local governments and the Federal Government; and other efforts to prevent or reduce losses or reduce the cost of rebuilding after a disaster."
- $3 million "to retrofit existing facilities used as public hurricane shelters"
- $2.8 million "to inspect and improve tie-downs for mobile homes"
- $700,000 "to the Florida International University center dedicated to hurricane research"

Previously, the Division allocated $3.5 million for the Residential Construction Mitigation Program ("RCMP"), which provided grant funding to governmental entities, and nonprofit organizations as a means to improve the resiliency of residential structures within their communities. The RCMP utilized a benefit-cost analysis (BCA) for each of the submitted projects in order to determine whether the mitigation retrofits were cost-effective.

Presently, the Division expanded the $3.5 million HLMP appropriation beyond the original scope of the RCMP, which excluded non-residential structures. The Division allocates $3.5 million for any construction mitigation efforts that will "prevent or reduce losses or reduce the cost of rebuilding after a disaster" – provided that the construction:

- Involves or indirectly mitigates a structure; and,
- Does not supplant any other mitigation grant program funded by or through the Division.

The City of Bradenton (Recipient) will provide mitigation retrofit improvements as identified in RFP-DEM-22-23-026 on as many qualified structures as possible during the period of performance for this Agreement and within the awarded amount. The Division of Emergency Management's (Division) Project Information Sheet (PIS) will be the controlling document that monitors expenditures for the approved mitigation properties.

All structures shall be located in the geographical boundaries of the State of Florida and be approved by the Division. The Recipient shall focus on a comprehensive approach that ties together all aspects of mitigation.

The Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the mitigation retrofit projects approved under this RFP.

The intent of the program is to mitigate a structure comprehensively. Comprehensive mitigation takes into account as many facets of mitigation as can be achieved given the Recipient's budget for an identified structure. Where a comprehensive approach cannot be implemented, the Recipient must clearly justify (i.e., structure has already been partially mitigated or structure does not otherwise require certain measures) the reasons for the deviation. All awarded funds must be directly related to mitigation improvements.

The Division will conduct a benefit-cost analysis (BCA) for each of the submitted properties to determine if the mitigation retrofits are cost-effective. The BCA results in a numerical ratio expression of the cost-effectiveness of a mitigation project and is calculated as: total project mitigation benefits divided by total project mitigation costs. A project with a BCA ratio of one or greater has more benefits than costs and is therefore considered cost-effective. Some of the submitted properties may receive a BCA ratio of less than one (1). However, if the combined BCA ratio for the submitted group of properties is equal to one (1) or greater the group of properties may be approved. Specific properties may be added or withdrawn if necessary, in order to achieve a combined BCA of one (1) or greater. The Division will prioritize projects with the highest BCA ratio over projects with a lower BCA ratio.

Upon the Recipient receiving a BCA score of (1) or greater, the Division will alert the Recipient to begin construction. **It is important to note that no construction shall be started prior to the Division's approval of the mitigation improvements.**

The HLMP grant is a reimbursable grant. Therefore, no Pre-award costs are authorized. Further, the Recipient should secure funding to ensure maximum performance. The Division expects that each Recipient will fully spend their awarded grant amount. The Division retains the right to review Recipient performance and take corrective action at any time. The following Tasks and Deliverables will be achieved in order for the Recipient to be reimbursed.

DELIVERABLES AND TASKS:

Deliverable 1 (Identification and Inspection): The Recipient shall establish a selection process to identify potential structures for mitigation improvements. For residential projects, the selection process shall be open to all Florida homeowners but should avoid conflict of interest. Internal employees, family members, and staff of the Recipient should not be selected. The Recipient shall provide to the Division a copy of the Uniform Mitigation Verification Inspection Form (Form *OIR-B1-1802*), or equivalent inspection form, and any additional information provided by the certified inspector or building official.

Task A (Identification): The Recipient shall identify structures for possible mitigation efforts. Mitigation efforts cannot be performed on structures with building code violations or unpermitted structures.

Task B (Inspection): The Recipient shall ensure that a comprehensive mitigation inspection is conducted of all identified structures. The mitigation inspection shall be performed by a state-certified inspector or local building official. The inspection shall identify any previous mitigation improvements, as well as any mitigation deficiencies.

For wind retrofitting projects, the inspection shall be completed using the state-standard "Uniform Mitigation Verification Inspection Form" (Form *OIR-B1-1802*). The inspector shall further ensure that all necessary information is given to the Recipient (i.e. measurements, counts, and applicable notes). Additionally, the inspector shall provide the following information in addition to the Uniform Mitigation Verification Inspection Form:

1. An opinion on whether the structure can be retrofitted to effectively improve structural survivability;
2. An estimate of the roof square footage;
3. An estimate of the square footage of windows and doors;
4. An indication whether the home has gable end reinforcement;
5. A statement detailing any additional mitigation needs (such as vent strengthening, fascia or soffit repair, etc.).

The Recipient shall provide visual representation for each structure by submitting digital photographs and videos. Photographs and videos must be clear, unobstructed views of all aspects, to include the roof,

gables/trusses, doors, windows, and vents.

Due Date: Initial inspections are due within one hundred and twenty (120) days of the contract execution date. Projects and properties may be added and removed through April 15, 2024.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed $15,000) and expenses associated with project identification, plan development, and inspection services.

Deliverable 2 (Procurement and PIS Submission): Based on the mitigation deficiencies identified in Task B of Deliverable 1**,** the Recipient shall obtain open, fair, and competitive bids following local procurement guidelines. Using the information provided on the Uniform Mitigation Verification Inspection Form (or equivalent), the Recipient shall complete a Property Information Sheet (PIS) for each structure. The following information shall be submitted to the Division in electronic format:

1. Scope of Work for each structure, based on the inspector's findings listed on each Uniform Mitigation Verification Inspection Form or equivalent inspection form
2. PIS for each structure
3. Procurement documentation (bids, quotes, sign in sheets)

The Division will conduct a Benefit-Cost Analysis (BCA) on submitted information. Approval of individual

properties will be based on a combined BCA ratio.

Task C (Procurement): The Recipient shall select a Qualified, Licensed Florida Contractor in accordance with the Recipient's local procurement policy. Per Florida Statute 287.057, the Division requires that "vendors shall be accorded fair and equal treatment." Bids should be open, reasonable, and competitive.

Task D (PIS Development): The Recipient shall complete a Property Information Sheet (PIS) for each structure identified in Task A of Deliverable 1. Cost estimates for each project component must be provided by the selected contractor as specified in Task B of Deliverable 1. The electronic PIS form is provided to the Recipient by the Division. The original document should not be altered in any way. As part of the submission, the Recipient must identify whether:

1. the structure is on grade or not;
2. any unpermitted work has occurred at the structure; and,
3. if any outstanding liens or judgments are attached to the structure or its underlying property.

For all structures completing wind retrofit activities, the PIS must also identify and provide protection on any other opening such as vents, louvers, AC units, exhaust fans, machinery tie-downs, as applicable based on the inspection from Task A of Deliverable 1. All installations shall be in strict compliance with the Florida Building Code or Miami-Dade specifications, and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify the protection according to the manufacturer specifications or local advice. The project shall provide protection against the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

For all project types, the PIS must be completed to reflect all necessary activities to accomplish comprehensive mitigation, and reach the required level of protection established by each locality.

Due Date: PIS is due within one hundred and twenty (120) days of the contract execution date. Addition or deletion of properties are due by April 15, 2024.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed $15,000) associated with the approved Project's SOW, bidding process, or Contractor selection.

Deliverable 3 (Construction): During the construction phase of the project, the Recipient shall provide the Division with sufficient documentation of all mitigation efforts completed, such as bills, invoices, and charges submitted by the contractors. Dates must be within the Period of Performance to be reimbursable.

If applicable, the Recipient shall provide documentation of Florida Approved Product Codes and ensure that labels are photographed before being painted over or removed.

Based on the mitigation efforts performed by the contractor, the Recipient shall provide a Request for Reimbursement (RFR) Package that includes the following information:

a) Recipient's Invoice, to include;
- **The Period of Performance**;
- Description of work performed;
- A breakdown of material and labor cost with unit amounts; and
- Payment amount requested for reimbursement;
- Settled invoices should be submitted (showing paid);

b) Request for Reimbursement; (Attachment D)
- Signed and dated Summary Page with relevant Detail Pages;
- Sub-Contractor's Itemized Invoice:
  a. Sub-Contractor name;
  b. Property owner name and address;
  c. Date range of work performed;
  d. Exact mitigation measure completed;
  e. Amount requested for each mitigation measure;
- Copies of Canceled Checks or Electronic Funds Payment Verification;
- Quarterly Report; and,
- Affidavit of Partial Competition (if applicable).

Task E (Construction): Upon completion and approval of Task C and D of Deliverable 2, by the Division, the construction phase shall commence. The Recipient, or its Subcontractors, shall complete all mitigation retrofit measures as approved by the Division that have been identified on the PIS. During the construction phase, the Recipient is responsible for all contractor payments. All construction work shall be completed by a Qualified and Licensed Florida Contractor. The Recipient shall document all Florida Approved Product Codes, if applicable.

Due Date: Deliverable 3 is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter thereafter. It shall include the quarterly report. The quarterly submission is due fifteen (15) calendar days after the close of the quarter.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed $15,000) and Construction Expenses associated with all the mitigation retrofit improvements. The mitigation efforts may not be fully completed; however, a partial reimbursement request may be submitted.

Deliverable 4 (Close-Out Package and Final Inspection): Based on the work described in Task E, the Recipient shall provide a Final Close-Out Package in digital format that includes the following:

a) Request for Final Inspection on agency/company letter head identifying the HLMP Project number, contract number and must include the following statements:
   - The project is 100% complete;
   - Scope of Work (based on deficiencies found in Task B) for each structure has been completed; and,
   - All relevant building Codes and Standards have been satisfied.

b) Electronic folders for each individual property. The folders must have PDF formatted documents for each of the following:
   - Approved PIS;
   - Scope of Work;
   - Color photographs and videos, in digital format, documenting mitigation work (pre and post);
   - Building Permit;
   - Post-Inspection Reports/Certificates of Completion for each structure;
   - Florida Approved Product Codes, Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals; and,
   - All applicable Lien Waivers.

c) An Electronic Spreadsheet to include;
   - Homeowner's Name;
   - Homeowner's Address;
   - Pre and Post Inspection Dates;
   - Retrofit Measures Completed; and,
   - Retrofit Cost;

Task F (Close-Out Request): Upon completion of mitigation efforts, the Recipient shall provide the Division with an official letter stating the project is 100% complete per the contractor's scope of work. The Recipient shall request final inspection from the Division and provide documentation of all work completed as stated in Deliverable 4.

Task G (Final Inspection): A post inspection must be performed by the Recipient and a member of the Division's Technical Unit to ensure that all activities on the scope of work have been properly completed in compliance with issued building permits, as well as all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications.

Due Date: A request for closeout is to be received by the Division on or before June 15, 2024.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management Expenses and Construction Expenses associated with Final Closeout preparation, final inspections, and any additional mitigation performed as required by final inspection. The "**Final Reimbursement Request"** must be submitted by August 15, 2024.

REIMBURSEMENTS AND EXPENSES:

Requests for Reimbursement: During the Fiscal Year, the Recipient is required to submit, at a minimum, quarterly Requests for Reimbursement (RFR), unless no funds were expended. The recipient is required to submit a quarterly report on the progress of the overall project. The quarterly report is due no later than 15 calendar days past the end of the quarter (see Table 1). Documentation is required to support each RFR, Examples of supporting documentation are provided below for both construction expenses and project management expenses. In some cases, all the mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

Construction expenses: The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests (Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. The Recipient shall ensure that the Contractor's Invoice clearly identifies each mitigation item installed.

Project management expenses: The Recipient shall provide source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

Budget: The Budget is designed to account for HLMP Awarded Funds. Each invoice and request for reimbursement should clearly identify the amount of HLMP funds requested and provide supporting documentation.

Key Deliverable Dates: The key deliverable dates are designed to aid the Recipient in fully expending the awarded grant funding. The Division will monitor the Recipient's performance by using the following dates as markers. Should the Recipient fall off this schedule, the Division will reach out to the Recipient and work towards an appropriate correction. The Division retains the right to review all Recipients for performance. Further, should the Recipient need additional time, the Recipient need only to demonstrate a work plan to the Division. These dates assume blue sky conditions throughout the life of the grant. Should the Division or the Recipient be impacted by disaster, event, or incident, the deliverable dates would be altered.

Table 1:

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Identification and Inspection	No later than 45 days post contract execution.	Additional structures may be considered for mitigation until April 15, 2024.
Deliverable 2: Procurement and PIS Submission	No later than 120 days post contract execution.	
Deliverable 3: Construction	To be completed by June 1, 2024.	Completion of all mitigation retrofit work.
Deliverable 4: Final Inspection & Close-Out Package	No later than June 15, 2024.	

Table 2:

EXPENDITURE CATEGORIES	AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
Project Management Expenses	$15,000.00
Construction Expenses	$179,000.00
Totals	$194,000.00

This is HLMP Project Number DEM-HL00090, the City of Bradenton. The Period of Performance for this project shall begin upon contract execution and ends **June 30, 2024**.

Attachment B

Program Statutes and Regulations

Section 215.559, Florida Statutes	Hurricane Loss Mitigation Program
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Windstorm loss mitigation; Requirements for Roofs and Opening Protection

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. Sections 7321-7326 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001-4131, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 CFR, Part 800.

(4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may

eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(u) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 54 U.S.C. 3125

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10)Comply with 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 (Public Law 94-163).

(11)Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12)Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HURRICANE LOSS MITIGATION PROGRAM FUNDS

RECIPIENT NAME: City of Bradenton

ADDRESS: c/o Accounting Dept., 101 12th Street West

CITY, STATE, ZIP CODE: Bradenton, FL 34205 Project Number: DEM-HL00090

PAYMENT No:_____ DEM Agreement No: B0198

Eligible Amount 100%	Obligated Federal __%	Obligated HLMP 100%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments
	N/A					

TOTAL CURRENT REQUEST: $_____

I certify that to the best of my knowledge and belief the above amounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE_____ DATE: _____

_____TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT

APPROVED PROJECT TOTAL $_____

ADMINISTRATIVE COST $ _____ _____
DIVISION DIRECTOR

APPROVED FOR PAYMENT $_____ _____
DATE

Attachment D
(Continued)

DIVISION OF EMERGENCY MANAGEMENT

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE WORK UNDER THE HURRICANE LOSS MTIGATION PROGRAM

RECIPIENT: City of Bradenton PROJECT #: DEM-HL00090

CONTRACT# B0198 FEMA TRACKING #: N/A

Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
		TOTAL	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: CITY OF BRADENTON

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

____ **LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

_____

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HURRICANE LOSS MITIGATION PROGRAM

QUARTERLY REPORT FORM

RECIPIENT:City of Bradenton Project Number: DEM-HL00090

PROJECT LOCATION:_____ DEM ID #: B0198

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) $_____
Provide reimbursement projections for this project:

July-Sep, 20__$_____ Oct-Dec, 20__$_____ Jan-Mar, 20__$_____ Apr-June, 20__$_____

July-Sep, 20__$_____ Oct-Dec, 20__$_____ Jan-Mar, 20__$_____ Apr-June, 20__$_____

Percentage of Work Completed (may be confirmed by state inspectors): _____%

Project Proceeding on Schedule: [ ] Yes [ ] No

Describe milestones achieved during this quarter:
_____
_____
_____

Provide a schedule for the remainder of work to project completion:
_____
_____
_____

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:
_____
_____
_____

Cost Status: [ ] Cost Unchanged [ ] Under Budget [ ] Over Budget

Additional Comments/Elaboration:
_____
_____
_____

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____
_____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR:

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Bradenton
Recipient's Name

B0198
DEM Contract Number

DEM-HL00090
Project Number

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Erin Jones, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Recommendation for Award for RFP 23-010EJ Visioning Consultant Services

SUGGESTED ACTION: Authorize award and pursue a contract with Stantec Consulting Services, Inc.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Request for Proposals (RFP) 23-010EJ Visioning Consultant Services, Inc. was advertised on DemandStar on May 31, 2023. On June 30, 2023, two (2) sealed proposals were received and opened in response to the RFP. On July 6, 2023, a three (3) member Evaluation Committee reviewed and scored the proposals. Prior to scoring the committee opted to invite the two (2) highest scoring proposers back for presentations and interviews on July 13, 2023. After the presentations and questions and answer sessions, the Committee reconvened, and ranked the short-listed proposers. Stantec Consulting Services, Inc. is recommended for award and permission to negotiate a contract.

FINANCIAL IMPACT:
N/A - Financial impact will be included in the proposed contract that will be brought before Council once negotiations are completed

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille will be sent the contract for review once negotiated.

SUGGESTED MOTION:

Motion to authorize the award for RFP 23-010EJ and to pursue a contract with Stantec Consulting Services, Inc.

ATTACHMENTS:
Proposal for RFP 23-010EJ from Stantec Consulting Services



City of Bradenton
Visioning Consulting Services

JUNE 30, 2023 | **RFP 23-010EJ**

PREPARED FOR:
City of Bradenton

PREPARED BY:
Stantec Consulting Services Inc.

View from
downtown Bradenton
toward Palmetto
←

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Stantec

June 30, 2023

City of Bradenton
Purchasing Division
Erin Jones, CPPB
Purchasing Manager

RE: RFP No.: 23-010EJ –
Visioning Consultant Services

Stantec Consulting Services Inc.
Matt Lewis
Project Manager

Diane Chadwick
Principal-in-Charge

Dear Ms. Erin Jones and the Selection Committee,

You are looking for a partner who you can trust and respect, and who understands the importance of developing a Vision for your community. With our team's high degree of relevant experience in helping communities develop their Vision, combined with our decades of expertise in community design, we think we can be that partner.

Why is Stantec the best choice to complete a successful visioning process that builds momentum for its implementation? Simply put, it's our range of expertise, relevant project experience, and proven approach on projects of similar size and complexity. We can deliver the collaborative community process, analytical tools, and online platforms to position the results of the visioning process for successful formalization and implementation. Stantec is confident in our ability to deliver implementation-minded results to our clients. More importantly, a Vision is only a success when the community as a whole is empowered by the process. We are proposing an engagement process that uses the existing fabric of the community, its culture, neighborhoods, and institutions, to make visioning a fun and friendly part of daily life in Bradenton.

At Stantec, we believe that people are the core of our success — it is our people who identify problems, create solutions, and deliver results. To that end, we have carefully selected an experienced, capable team with the technical expertise and understanding required to effectively deliver this project — individuals with a successful track record of working with community stakeholders to develop, refine, and create their Vision. We are eager to devote our collective energies to the challenges of this project. Our commitment is unmatched and our achievements are proven in:

- Public engagement and involvement;
- Community visioning;
- Facility, comprehensive, and community planning; and
- Providing creative opportunities for information gathering and collection.

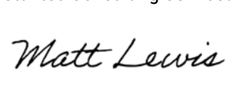
The team we have identified includes accomplished professionals in planning and visioning with complimentary areas of expertise. Strong project management skills are at the core of successful project delivery so we have identified Matt Lewis, AICP, as the project manager and primary project contact. Jared Beck, AICP, will ensure the engagement and polling process is thorough and fun. And Tim Hancock, AICP, has been tapped to provide strategic direction for the Vision. The other team members will round out the expertise in the topic areas that the City wishes to address, further contributing to a successful result.

Bradenton has entered a time in its history when redevelopment and revitalization has become a core focus. Developing a Vision Plan that enables the City of Bradenton to capture the energy of its citizenry to chart that path will only lead to making it a better place for current and future residents to live, work, play, and prosper.

It is with great enthusiasm that we have prepared this proposal and we look forward to providing our professional services for this City of Bradenton Visioning project.

Respectfully submitted,

Stantec Consulting Services Inc.





Matt Lewis
Project Manager
727-432-8218
matt.lewis@stantec.com

Diane Chadwick
Principal-in-Charge
813-335-7021
diane.chadwick@stantec.com

Bradenton
Riverwalk
→



Resumes of Key Personnel

8.2.2 Resumes of Key Personnel
demonstrating the minimum and preferred qualifications as outlined in RFP. (Maximum of 2 pages)

MATT LEWIS AICP

PROJECT MANAGER

TITLE: Project Manager | **YEARS OF EXPERIENCE:** 23 | **YEARS AT STANTEC:** 1



EDUCATION:
BA, Sociology,
University of Oklahoma

LICENSES/REGISTRATIONS/ CERTIFICATIONS:
AICP Certified Planner #020956, American Institute of Certified Planners

NCI Charrette Management and Facilitation™ Certificate, National Charrette Institute

INTRODUCTION:
Matt brings more than 20 years of professional experience in all aspects of planning — from federal entitlements to zoning to capital and comprehensive planning. He has held public sector leadership positions in long-range planning, current planning, and zoning as well as in strategic capital planning. He has an empathetic sense for the realities of building and operating planning agencies. His passion lies in creating policies, regulations, and plans where implementation is realized through smart capital investment or public/private partnerships. This passion has led to multiple award-winning planning innovations in the Tampa Bay Region.

RELEVANT EXPERIENCE

Palm River 20 Minute Community | Hillsborough County, Florida | 2021–2022 | Project Manager**
The Palm River Community is a historically underserved community east of the Port of Tampa in Hillsborough County. Matt worked with the Palm River Community to identify infrastructure improvements that enhance walkability and bikeability around a critical community node. As lead planner on the project until leaving Hillsborough County in 2022, Matt led an innovative community outreach program that included regular interaction with the Community Development Corporation, office hours at the Palm River Community Library, a Community Design workshop, guest appearances at local elementary and middle schools, and interactive booths at community festivals.

Wimauma Revitalization Strategy I Hillsborough County, Florida | 2021–2022 | Project Manager**
Wimauma, Florida, is an unincorporated area in Hillsborough County that has experienced significant economic distress over the past several generations. Hillsborough County recently finished a community plan to support the revitalization of its downtown. Matt led a planning effort that included a fiscal impact analysis of the creation of a main street, an infrastructure investment strategy, and a bilingual community outreach. Matt developed partnerships with multiple community civic agencies, including the CDC and Enterprising Latinas. Outreach activities included an online presence; multiple, bilingual community meetings; and the community's first founders day parade.

131st Avenue Preliminary Land Use Assessment and Transportation Study* | Hillsborough County, Florida | 2019 | Project Manager
131st Avenue is a 1.5-mile-long, urban roadway located in the Innovation District in Hillsborough County. The street is in a high-poverty area that is designated a Federal Opportunity Zone. Matt led a team of planners and engineers to implement the goals of the community plan while maintaining housing opportunities for the existing low-income population. The team developed a road design that respected the character of the community and recommended integrated stormwater, missing middle form based coding, a park and trail network, affordable housing, and economic development incentives that work together to protect the communities disadvantaged population while attracting innovative talent to the neighborhood.

Public Sector Planning Management — Strategic Land Use Planning* | Hillsborough County, Florida | 2017–2022 | Executive Leadership
Working with planners and Hillsborough County administration, Matt was instrumental in the creation of the Community and Infrastructure Planning Department — a department that exists at the intersection of Long Range Planning, Transportation Planning, Capital Planning, Road Construction, School Planning, Zoning, Economic Development, Resiliency, and Affordable Housing. Matt was responsible for integrated planning functions across all areas of planning, and was instrumental in the development of most of Hillsborough County's planning policy, integration, and implementation.

*Denotes projects completed with other firms
**Denotes project finalized after leaving Hillsborough County

DIANE CHADWICK AICP

PRINCIPAL-IN-CHARGE

TITLE: Principal, Planning | **YEARS OF EXPERIENCE:** 44 | **YEARS AT STANTEC:** 23



EDUCATION:
BA, Business Management,
National-Louis University

AS, Architectural and Building Construction Technology,
Manatee Community College

LICENSES/REGISTRATIONS/ CERTIFICATIONS:
AICP Certified Planner #022396, American Institute of Certified Planners

INTRODUCTION:
Diane serves as Principal of Planning and works from both the Tampa and Sarasota, Florida, offices. She offers 46 years of professional planning experience in managing development activities, regulations, site design, and land use planning. Her experience includes strategic management of large-scale land holdings requiring comprehensive planning approaches to establish 20+ year build-out scenarios under Florida's Development of Regional Impact and Sector Plan growth management legislation.

RELEVANT EXPERIENCE

Northwest Manatee Master Plan | Manatee County, Florida | 2019 | Project Manager
Conduct an extensive analysis of 6,700 acres of land directly east of Port Manatee and south of the Hillsborough/Manatee County line in Manatee County, Florida, in order to encourage the economic development of industrial uses within the Study Area. This analysis included an inventory of relevant existing plans and policies for the area, approved development projects within the area, land use and zoning, utility and transportation infrastructure, stakeholder interviews, and opportunities and constraints within the Study Area.

Lakewood Ranch Master Planned Community | Sarasota and Manatee Counties, Florida | 2000–2009 | Lead Planner
Responsible for oversight of preparation and management of entitlement applications and permitting support for multiple projects within this nationally recognized Master Planned Community including six (6) Developments of Regional Impact (DRIs). Stantec has provided a full range of professional services for entitlement procurement, infrastructure component improvements, and land development activities throughout the evolution of the 28,000-acre Lakewood Ranch community straddling Sarasota and Manatee Counties. The community includes a variety of residential products, office and retail uses, and some light manufacturing industrial land uses.

Hillsborough County Fire Rescue Master Plan Update | Hillsborough County, Florida | 2019 | Project Manager
Responsible for the update to the Master Plan that analyzed the growth trends for the County and the need for fire rescue services to be distributed to high-growth areas. The update used GIS in conjunction with data provided by Hillsborough County Development Services to quantify recent and projected growth areas to determine the community needs. The study was able to identify where new stations, equipment, and personnel were needed in an effort to reallocate services and prioritize funding for the construction of new facilities.

Tropicana Manufacturing Master Development Plan | Bradenton, Florida | 2019 | Principal, Planner
Responsible for the long-term land use and comprehensive planning for Tropicana within the jurisdictions of both Manatee County and the City of Bradenton. This included the creation of a Master Development Plan (MDP) pursuant to the State of Florida's Manufacturing Competitiveness Act (MCA). The MCA was signed into law in 2013 and is intended to facilitate the expedited development and expansion of new and existing manufacturing businesses within the State of Florida.

SeaPort Manatee Master Development Plan | Palmetto, Florida | 2020 | Project Manager
Responsible for the long-term land use and comprehensive planning for SeaPort Manatee to create a Master Development Plan (MDP) pursuant to the State of Florida's Manufacturing Competitiveness Act (MCA). The MCA was signed into law in 2013 and is intended to facilitate the expedited development and expansion of new and existing manufacturing businesses within the State of Florida.

JARED BECK AICP

COMMUNITY ENGAGEMENT LEAD

TITLE: Community Engagement Lead | **YEARS OF EXPERIENCE:** 23 | **YEARS AT STANTEC:** 18



EDUCATION:
BS, Landscape Architecture,
Texas Tech University

LICENSES/REGISTRATIONS/ CERTIFICATIONS:
AICP Certified Planner #027911,
American Institute of
Certified Planners

Florida Redevelopment
Professional certification, Florida
Redevelopment Association

INTRODUCTION:
Jared brings a broad background that blends together in creating great spaces and places with skilled and implementable long-range planning. With more than 20 years of professional experience, Jared's roles and projects reflect the range of that interest and demonstrate his commitment to building better communities for the future. Jared continues to evolve, and in addition to his planning role, he is one of Stantec's public engagement specialists and has been heavily involved in many public projects and initiatives impacting Southwest Florida. Jared is also a frequent speaker on urban redevelopment and recently coauthored an award-winning book on Southwest Florida residential architecture and development.

RELEVANT EXPERIENCE

Naples Vision Plan Assessment | Naples, Florida | 2018–2019 | Public Engagement
More than ten years after adopting the City's Vision Plan, Stantec was hired to conduct a robust public engagement program to evaluate the Vision and provide recommendations to the City's Planning Advisory Board. The project website, more than four dozen stakeholder presentations, workshops, and a project survey were key elements of the engagement plan.

Citywide Redevelopment Areas Analysis & Recommendations | Fort Myers, Florida | 2018–2019 | Project Manager
Committed to achieving significant redevelopment within the City of Fort Myers, Stantec was hired to evaluate each of the nine community redevelopment areas for their current viability, and develop recommendations on any modifications that may strengthen their ability to be successful. As a major undertaking, research, and review of the original Finding of Necessity, redevelopment plans, and actions accomplished established a baseline to evaluate current success. Field surveys, data analysis, tax increment revenue forecasts and analysis, mapping, and coordination with CRA and City Staff on future capital investments, community needs, growth projections, and planning efforts allowed us to develop a comprehensive report with implementable strategies for the CRA to execute in the upcoming years. These strategies were supported by previous public engagement efforts initiated by Stantec and the CRA.

Franklin Street Vision Plan | Tampa, Florida | 2021–2022 | Project Manager
Stantec developed the Franklin Street Vision to build on past planning efforts to revitalize historic Franklin Street and spur further investment downtown by providing detailed strategies in a very graphic-forward plan to promote reinvestment and redevelopment along Franklin that recognizes and compliments the street's historic significance. Initiated just prior to Covid-19, Stantec developed an interactive Social PinPoint site, conducted virtual stakeholder roundtables and focused sessions with property owners, businesses, residents, investors, the Tampa Downtown Partnership (TDP), and various City departments. Walking tour audits throughout the area, presentations for the TDP and City departments to share along with a survey, were all performed to help guide the vision.

Opa-locka Downtown Master Plan | Opa-locka, Florida | 2020–2022 | Project Manager
Stantec developed a vision based on market realities along with developer and business interests to reshape downtown. Key elements include transforming blocks of low-quality, multifamily housing into mid-rise, mixed-use, and mixed-income housing that will create the compact critical mass to support future businesses. Related tasks included a new overlay and new development and design regulations, including a shared parking program covering several zoning districts within the downtown area.

LORRIE VIOLA PMP, LEED AP

SENIOR PLANNER

TITLE: Senior Planner | **YEARS OF EXPERIENCE:** 30 | **YEARS AT STANTEC:** 1



EDUCATION:
MBA, Florida State University

BA, Landscape Architecture,
Michigan State University

LICENSES/REGISTRATIONS/ CERTIFICATIONS:
Project Management
Professional (PMP)

Leadership in Energy and
Environmental Design
Accredited Professional
(LEED AP)

INTRODUCTION:
Lorrie is an esteemed project manager and planner with exceptional experience in leading master planning, conceptual design, and construction management teams on diverse projects in the United States and abroad. In addition to extensive experience with private sector resort, residential, and master-planned community projects, she has provided public agencies a proactive approach to stakeholder communications, bringing community projects in on time and within budget while promoting sustainability.

RELEVANT EXPERIENCE

Safety Harbor Main Street Visioning Project | Safety Harbor, Florida | 2023 | Project Manager
Facilitated community engagement and a survey to explore Main Street visioning opportunities.

Tarpon Springs Greek Cultural Preservation and Placemaking Project | Tarpon Springs, Florida | 2023 | Project Manager
Facilitated stakeholder group surveys and community engagement to review preservation and placemaking guidelines in the Greektown area.

Dunedin City Hall Reuse Planning and Community Engagement | Dunedin, Florida | 2022 | Project Manager
Met with City stakeholders to review opportunities for the old City Hall site.

Nebraska Avenue Visioning* | Pinellas County, Florida | 2021 | Planner
Provided planning and streetscape design direction to transportation engineers for proposed updates to Nebraska Avenue.

Pinellas Trail Visioning Document and E-bike Survey* | Pinellas County, Florida | 2021 | Planner
Interfaced with public works and parks staff gathering maintenance and design standard items, liaised with planning for proposed future trail projects, and coordinated stakeholder engagement and public outreach to develop the Pinellas Trail Visioning Document and the Electric Bike Survey.

Pineapple Park* | Martin County | 2020–2021 | Project Manager
Managed the conceptual design and community outreach phase of the Pineapple Park Masterplan update.

Downtown Landscape Master Plan and Pioneer Park Improvements* | Dunedin, Florida | 2021 | Project Manager
Coordination of the proposed landscape, hardscape, and irrigation upgrades to the iconic Pioneer Park and the downtown business district including coordination with the business associations, facilitation of the mosaic art wall, and collaboration of landscape and street furnishing standards.

Lealman Wayfinding and Gateway Signage | Lealman, Florida | 2022–2023 | Planner
This project entails determining gateway and wayfinding signage to enhance the aesthetics for high-visibility public spaces and creating a landscaping and wayfinding signage program for the Lealman Community. The project includes community and stakeholder engagement for branding, locations, and content of signage.

*Denotes projects completed with other firms

TIM HANCOCK AICP

COMMUNITY ENGAGEMENT ADVISOR

TITLE: Principal | **YEARS OF EXPERIENCE:** 33 | **YEARS AT STANTEC:** 9



EDUCATION:
BA, Geography, University of South Florida

LICENSES/REGISTRATIONS/ CERTIFICATIONS:
AICP Certified Planner, American Institute of Certified Planners

Florida Redevelopment Professional Certification, Florida Redevelopment Association

INTRODUCTION:
Tim has worked closely with many clients and communities to empower their collective thoughts and goals through increasingly adaptive public engagement strategies. Whether it's the shaping of a project through public input or the use of new, innovative platforms to ensure meaningful outreach and communication, Tim and his team in the digital knowledge space deliver for our clients. Increasingly, these efforts incorporate a multifaceted approach to outreach that may include project branding and messaging strategies, development of a comprehensive public engagement strategy, or simply creating supporting collateral elements such as project logos, websites, online survey tools, and community-wide reporting of results.

RELEVANT EXPERIENCE

Public Outreach and Communications — Tennessee Valley Authority (TVA) | Statewide, Tennessee | Ongoing | Public Outreach and Engagement Lead
Tim serves as part of the core outreach team for TVA across their coal fleet, helping to identify public touch points and craft the approach and materials necessary to support project goals and communicate appropriate messaging. His services have ranged from the development and execution of project-specific communication plans to the creation of specific communication platforms such as virtual meeting spaces and 3D and video productions. Tim has also crafted and delivered training modules for TVA staff for efforts that involve door-to-door surveys and a high degree of public-facing communication.

Naples Visioning | Naples, Florida | 2018–2019 | Project Manager
With nearly 11 years passing since the current vision for the City was developed, Naples engaged Stantec to work with the community to determine if an update to the Vision was warranted. Developing a multifaceted engagement approach, including the creation of a project website, numerous stakeholder meetings, and social media notifications, Tim and his team were able to leverage community interest, resulting in an online survey participation rate of more than 7% of all City residents. This response resulted in a confidence rating of more than 99% in determining the validity of the survey responses and will assist the City's Planning Advisory Board in determining the best path forward for the residents.

Community H2O Program — Columbia Power and Water Systems (CPWS) | Columbia, Tennessee | 2020–Ongoing | Public Outreach Lead
CPWS has taken on a multiyear water expansion project that when completed will serve the residents of Maury County with a drought-resistant water source and treatment system for decades to come. In addition to project design, Stantec was tapped to lead the Public Outreach element of the project. Tim has created the overall communications plan including supporting elements such as project branding, overall messaging, logo, website development, and supporting collateral materials to ensure the timely and accurate delivery of project information to stakeholders. Tim works closely with the project team to manage and direct project communications, in addition to leading the team engaged in easement acquisition for the proposed project routing.

Collier County One-Cent Sales Surtax Public Information Campaign | Naples, Florida | 2018 | Project Manager
Tim and his team prepared a multifaceted media approach to disseminate factual information to the public, without taking a position of advocacy. With approaches ranging from the creation of an informational website (collieronecenttax.com), public information workshops, postings on social media, inserts in trim notices as well as other avenues of dissemination, Stantec, in close coordination with Collier County and the community, was able to identify more than 30,000 "touches" with individuals and businesses.

KEITH GREMINGER AIA, NCARB

COMMUNITY ENGAGEMENT

TITLE: Principal, Urban Planning and Design | **YEARS OF EXPERIENCE:** 41 | **YEARS AT STANTEC:** 2



EDUCATION:
BA, Architecture, Kansas State University

LICENSES/REGISTRATIONS/ CERTIFICATIONS:
Registered Architect #30084579, American Institute of Architects

Registered Architect #AR0014645, State of Florida Board of Architecture & Interior Design

Certified Facilitator, National Charrette Institute (NCI)

INTRODUCTION:
Keith has 41 years of experience in architecture; urban design; and community, commercial, and corporate master planning with some of the world's most recognized design firms. He has led several planning and design teams, assisting public and private clients with delivery of their projects by creating notable developments, memorable places, livable neighborhoods, and connected communities.

As an architect, he understands the built environment and the critical components of building placement, access, edges, the public realm, and placemaking characteristics that support community enhancement.

Additionally, Keith has held leadership roles in several professional and civic organizations committed to the practice of health and equity, placemaking, and improved quality of life in the built environment.

RELEVANT EXPERIENCE

Clearwater Bluff Waterfront Master Plan — Imagine Clearwater I Clearwater, Florida | 2017 | Project Manager / Urban Planner
This plan was developed to produce a series of distinct experiences from the water to downtown Clearwater, deploying a coordinated set of investments and strategies intended to activate the 23-acre waterfront area and create a vibrant downtown. The downtown bluff property will include 19 acres of park space, 4 acres for flexible event use, 0.3 miles of newly pedestrianized Intracoastal edge, and 0.4 miles of new bluff walk. The team's services included urban design, parking analysis, transportation planning, and infrastructure analysis.

St. Petersburg Innovation District Streetscape and Connectivity Concept Plan* | St. Petersburg, Florida | 2017 | Project Planner
This concept plan sets the stage for implementation of projects to help better connect the St. Pete Innovation District, prioritizing multimodal and streetscape projects to connect the institutions within the District into a more cohesive community that enables and encourages patron interaction. Understanding the area's unique connection to the water and the presence of marine and health science institutions, the plan implements a brand strategy and identifies ways to tie various elements together to give the District a sense of place as well as provide for vital economic development opportunities.

The Riverwalk at Kennedy Boulevard Plaza* | Tampa, Florida | 2016 | Project Designer / Project Manager
The Kennedy Boulevard Plaza, the longest over-water segment of the Tampa Riverwalk, serves as a gateway into the downtown core of Tampa. Two new parks, MacDill Park and Curtis Hixon Waterfront Park, link the plaza with this built structure, serving as a pathway to two of Tampa's downtown gems — the new Tampa Museum of Art and the new Glazer Children's Museum. The team provided urban design and landscape architecture services for this exciting project.

West Tampa Community Redevelopment Agency Strategic Action Plan* | Tampa, Florida | 2018 | Project Manager / Lead Planner
Led efforts for the implementation strategies to enhance the community and grow the tax base (tax increment funding [TIF]) of West Tampa CRA. Project consists of redevelopment of the area between the Hillsborough River, Armenia Avenue, Columbus Street, and Kennedy Boulevard — the western urban areas to downtown Tampa. Services included community engagement, infrastructure analysis, historic district evaluation, asset mapping, economic analysis, projections of tax base growth, catalytic development opportunities, public space design, corridor enhancements, and proposed schedule for execution.

North Lake Mirror CRA Redevelopment Master Plan* | Lakeland, Florida | 2016 | Project Manager / Lead Planner
The goal of this master plan was to create open spaces, enhance Lakeland's downtown, and create more residential and mixed-use developments. The team also held a City Staff Workshop and Stakeholder Workshop for development feedback and market analysis.

*Denotes projects completed with other firms

KATIE LABARR AICP

SENIOR PLANNER

TITLE: Project Manager, Planning | **YEARS OF EXPERIENCE:** 17 | **YEARS AT STANTEC:** 9



EDUCATION:
MPA, Public Administration with Certificate in Emergency Management, Florida State University

MS, Planning, Florida State University

BA, Political Science, University of South Florida

LICENSES/REGISTRATIONS/ CERTIFICATIONS:
AICP Certified Planner #023432, American Institute of Certified Planners

INTRODUCTION:
Katie's career has included experience in state and local government as well as private sector planning. A graduate of Florida State's Department of Urban & Regional Planning and Reubin O'D. Askew School of Public Administration and Policy, she has used her education and experience to promote sustainable community development with a focus on community resiliency. Katie's current responsibilities include serving as the lead planner on large residential and mixed-use projects in Hillsborough, Manatee, and Sarasota Counties, assisting with development agreement negotiations, preparing Notice of Proposed Change applications for Developments of Regional Impact (DRI), and rezone and site plan applications for moderate-scale residential developments.

RELEVANT EXPERIENCE

Public Sector Planning* | Manatee County, Florida | Principal Planner
Katie was a Principal Planner with Manatee County Government, working in their Planning Department for seven years. During her tenure, she reviewed applications (Development of Regional Impact, rezone, Planned Development); reviewed Special Permit applications; reviewed Comprehensive Plan Map or Text Amendments; and reviewed and approved administrative cases (Final Site Plans, Administrative Permits).

Westminster Communities of Florida | Point Pleasant, City of Bradenton | 2023—Ongoing | Project Manager
Katie is currently providing planning/zoning/consultation services to Westminster Communities of Florida — collaboratively working with the client and City to outline an entitlement strategy that will enable redevelopment of property owned by Westminster while retaining developed density.

Babcock Ranch Community Development of Regional Impact I Charlotte County, Florida | 2021–Ongoing | Project Planner
Katie is actively involved in all aspects of the Master DRI and Incremental Development approvals for this large-scale, mixed-use community. Buffered by 74,000 acres of state-owned preservation lands, this 17,000-acre, in-progress sustainable community of 40,000 will ultimately be enhanced by parks, marshes, and golf courses and supported by 6 million square feet of retail and commercial facilities. Babcock Ranch is a model for sustainable development throughout the state. Stantec supports Babcock Ranch with Master and Incremental Development Order applications and amendments that require close coordination with the client and project team to ensure successful execution and implementation.

North River Ranch (fka Havenick Property) | Manatee County, Florida | 2019 | Project Manager / Lead Planner
Stantec provided design, planning, and engineering services for approximately 1,280+ acres of property located north of Moccasin Wallow Road, south of Buckeye Road, west of US 301, and east of Carter Road, in northeastern Manatee County. This project included a rezone application, Large Project Application, and General Development Plan (GDP) to support the development of up to 3,842 residential dwelling units and 82,000 square feet of commercial floor area.

North River Ranch (fka Morgan Glen) | Manatee County, Florida | 2021 | Project Manager / Lead Planner
North River Ranch is a 138± acre parcel located at the southwest quadrant of Moccasin Wallow Road, intersecting Ft. Hamer Road. North River Ranch includes approximately 380 residential units and a 11.5± acre grocery-anchored commercial center. Stantec prepared and processed all applications for the Preliminary Site Plans for the overall development, a detailed Preliminary Site Plan for the commercial parcel, Final Site Plans for residential development, and associated support for access and bicycle/pedestrian circulation.

*Denotes projects completed with other firms

AMANDA BRANDON AICP

URBAN PLANNER

TITLE: Urban Planner | **YEARS OF EXPERIENCE:** 5 | **YEARS AT STANTEC:** 1



EDUCATION:
MS, Urban and Regional Planning, Florida State University

BS, City and Regional Planning, Ohio State University

LICENSES/REGISTRATIONS/ CERTIFICATIONS:
AICP Certified Planner #32981, American Institute of Certified Planners

INTRODUCTION:
Urban Planner with public and private project experience including land use analysis, due diligence, entitlements, comprehensive plan updates, and small areas plans. Also proficient in ArcGIS.

RELEVANT EXPERIENCE

Palmetto Bay Comprehensive Plan Update| Lakewood Ranch, Florida | 2023–Ongoing | Urban Planner
The team updated each element of the outdated Comprehensive Plan for the Village to reflect best planning practices and sustainability initiatives to meet the needs of the community. The final project was designed as a Comprehensive Plan / Vision Master Plan to guide the community with sound planning principles in a user-friendly plan.

Sebastian Comprehensive Plan Update* | Sebastian, Florida | 2019–2021 | Urban Planner
The planning team conducted research and updated each of the City's Comprehensive Plan elements including the supporting data inventory and analysis. The result was a more user-friendly plan that reflected the priorities of the community and best planning practices.

Sarasota County Parking Standards Update | 2023–Ongoing | Urban Planner
Sarasota County sought the team's planning expertise to conduct research and provide recommendations in order to update their parking standards within the Unified Development Code to reflect best practices and make more realistic and user-friendly.

North Nashville EPA Brownfields Grant | Nashville, Tennessee | 2022 | Urban Planner
Wrote an award-winning $500,000 grant application to fund the planning for cleaning up and revitalizing brownfields sites in the underserved North Nashville community. The application was the highest-scoring grant for new grantees in EPA Region 4.

Lakewood Ranch Southeast — Comprehensive Plan Amendment (CPA) and Development of Critical Concern (DOCC) | Lakewood Ranch, Florida | 2021–2022 | Urban Planner
The Lakewood Ranch Southeast project, a 4,120± acre property located in northeast Sarasota County, represents an innovative and efficient master planned community with specific attention to context-driven, smart development. For this project, the Stantec team and partners came together to create an orderly and collaborative entitlement process that better worked with the uniqueness of the subject property. The process included requesting Comprehensive Plan Text and Map Amendments (CPA) to the Sarasota County Comprehensive Plan Chapter 8 to create a new "Village Transition Zone" Resource Management Area (VTZ RMA). This VTZ RMA designation provided the opportunity to develop the subject property as a compatible extension of the existing, high-demand Lakewood Ranch development. As such, Lakewood Ranch Southeast will use this new designation to develop up to 5,000 residential dwelling units (7 neighborhoods) as well as potential ancillary support uses such as places of worship, public safety facilities, and other civic uses.

*Denotes projects completed with other firms

LAURA MARTINEZ

BILINGUAL ENGAGEMENT, PLANNER

TITLE: Urban Planner | **YEARS OF EXPERIENCE:** 2 | **YEARS AT STANTEC:** 2



EDUCATION:
Master of Urban and Regional Planning (MURP), University of Florida

BS, Sustainability and the Built Environment, University of Florida

INTRODUCTION:
Urban Planner with experience in Master Land Planning, Entitlements, and Comprehensive Plan updates. Proficient in ArcGIS Pro.

Fluent in Spanish.

RELEVANT EXPERIENCE

Sarasota County UDC Parking Regulations Update | Sarasota, Florida | 2022–2023 | Planner
Laura's role on this project was to assess several counties' unified development code parking regulations and data from the Institute of Transportation Engineers Parking Generation Manual 5th Edition, conduct analysis of the County's Alternative Parking Plan applications, and review best practices for parking management across several U.S. municipalities. The Stantec team held a series of client meetings where Laura gave a presentation based on her research and findings. Stantec also hosted a roundtable for stakeholders to share thoughts on the team's code recommendations and share their experiences with parking challenges within the County. From this, Laura gathered input and coauthored a final report of code and process recommendations for the County to implement in various stages.

Westminster Point Pleasant Bradenton Master Plan | Bradenton, Florida | 2023 | Planner
Westminster is a retirement community campus with several buildings that are for residential use, administrative offices, and active community uses. The Westminster community is subject to the Form Based Code of the City of Bradenton and lies within the Coastal High Hazard Area (CHHA). Laura's role is to compile the entitlement package and to cultivate creative solutions for the redevelopment of a retirement community through researching the implications of the CHHA on the redevelopment efforts as well as advocate for the retention of residential units of which the Westminster community has been grandfathered out of through the implementation of the Form Based Code.

Premier Sports Campus | Sarasota, Florida | 2022 | Planner
Premier Park is an approximately 235-acre community facility with several public and governmental uses proposed including a public park, several sports fields and recreational facilities, aquatic center, library, government office buildings, hotel, and walking trail. Laura's role has been to compile the entitlement package for a rezone and amendment to the General Development Plan (GDP).

Timberly Phase 3 I Parrish, Florida | 2022–2023 | Planner
Laura's role was to do due diligence research for a report summarizing findings for the prospect of the development of a multifamily development located in Manatee County as well as produce materials and aid in the production of the neighborhood workshop.

Lakewood Ranch Life Time | Lakewood Ranch, Florida | 2022 | Planner
Laura's role was to do due diligence research for a report summarizing findings for the prospect of the development of a health and fitness club within the Lakewood Ranch Corporate Park Development of Regional Impact.

JOSEPH VELAZQUEZ

GRAPHIC DESIGNER

TITLE: Graphic Designer | **YEARS OF EXPERIENCE:** 7 | **YEARS AT STANTEC:** 1



EDUCATION:
BA, Communication Design / Graphic Design, CUNY New York City College of Technology

AAS, Graphic Design, Kingsborough Community College

INTRODUCTION:
Joseph is an experienced Graphic Designer who has created a range of deliverables including interactive website and mapping tools, social media graphics, infographics, illustrations, inspiration boards, business collateral, PowerPoint presentations, and document layout and preparation.

RELEVANT EXPERIENCE

79th Street Visioning | Miami, Florida | 2022–2023 | Graphic Designer
The 79th Street Vision Plan reimagines a segment of the historically underserved portion of Western Miami-Dade County, including two primary corridors connecting I-95 and Miami Beach on the East, to Hialeah and the Miami International Airport to the West and South. Joseph assisted the planning process by creating a variety of inspiration and other feedback boards for public workshops, developing an interactive project website and mapping tools, preparing social media graphics for use by the public engagement subconsultant, creating conceptual renderings of future site and area improvements identified by the community, and supporting final plan document layout and preparation.

Village of Palmetto Bay Comprehensive Plan I Palmetto Bay, Florida | 2022–2023 | Graphic Designer
Seeking a user-friendly, community-centered Comprehensive Plan, the Village of Palmetto Bay hired Stantec to develop a plan document that both satisfies Florida statute, articulates the Village's long-term vision, and inspires the community to be active in future planning efforts. Joseph assisted the process by developing an interactive Social PinPoint mapping site, social media graphics for Village distribution, fliers, PowerPoint presentations, and the layout for the overall plan document.

New Port Richey CRA Plan Update | New Port Richey, Florida | 2022–2023 | Graphic Designer
The City of New Port Richey CRA hired Stantec to prepare its most recent CRA Plan Update. Unlike most CRAs in the state of Florida, New Port Richey's CRA encompasses nearly the entire city. Therefore, the plan update requires community-wide input and seeks to balance a wide range of demands that involves coordination with various City departments. In support of the plan development process, Joseph created various graphic and inspiration boards, prepared social media graphics for use by the CRA, assisted in developing an interactive project website and mapping tool, prepared conceptual renderings, and assisted in developing various other infographics, illustrations, and the plan document.

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The Bishop Museum of Science and Nature →



Experience

8.2.3 Experience (Maximum of 3 pages)
Provide a brief history of the firm, including number of years in business, pertinent capabilities and evidence and resources necessary to successfully provide the services requested.



Village of
the Arts
←

We establish criteria, goals, policies, and procedures that, through creative vision, allow for the implementation of plans providing social and economic benefits for our most precious and limited commodity – land.

Why Stantec

Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and belonging. That's why at Stantec, we **design with community in mind**.

We started in 1954 as a one-person firm, and today, Stantec unites employees from communities throughout the United States and internationally to provide our clients a strong local presence with the backing of an established firm.

Our work – professional consulting in planning and design, landscape architecture, environmental sciences, civil engineering, architecture, interior design, project economics, and project management – begins at the intersection of community, creativity, and client relationships. With a long-term commitment to the people and places we serve, Stantec connects to projects on a personal level and advances the quality of life throughout these communities.

We use a multidisciplinary approach to serve both public and private sector clients in a diverse range of markets, allowing us to capitalize on our comprehensive experience and skills to develop innovative solutions that are responsive to community needs. Working with integrated teams, we can provide our clients with proven strategies to best achieve their goals.

Our collaborative planning and design process involves an interaction and exchange of ideas with stakeholders. We establish criteria, goals, policies, and procedures that, through creative vision, allow for the implementation of plans providing social and economic benefits for our most precious and limited commodity – land.



New high-rise residential building construction site, downtown Bradenton

Experience and Capabilities

Stantec Consulting Services Inc. is a full-service planning, engineering, and architecture firm that actively seeks to align itself with cities, counties, and regions across the country that appreciate and uphold the virtues of community-based planning. Our team emphasizes a process-driven approach to sustainable development and community building — continually with an eye toward sound technical analysis, meaningful community engagement, and creative solutions for realizing a common vision.

Our team emphasizes a process-driven approach to sustainable development and community building — continually with an eye toward sound technical analysis, meaningful community engagement, and creative solutions for realizing a common vision.

Stantec relies on creativity along with local and national experience to provide plans that are bold, achievable, and fiscally responsible. General activities of the firm include regional growth studies, land use scenario planning tools, comprehensive plans, small area plans, downtown revitalization plans, corridor studies, transportation plans, capital improvement plans, land development regulations, urban design guidelines, impact fee studies, return-on-investment and cost-to-serve studies, and other special studies consistent with state law and community context.

The Stantec team brings decades of local public and private planning experience throughout Florida. With a team of professionals who have honed their skills working in both the private and public sectors in planning, redevelopment, emergency services, transportation, and utilities roles, at all levels, ranging from planner to director, we bring a deep understanding of the processes and the challenges that the City of Bradenton faces.

Our public experience specifically includes visioning, strategic planning, comprehensive planning, neighborhood redevelopment and corridor plans, drafting and implementation of Land Development Regulations (LDRs), Capital Improvement Programs (CIP), and intergovernmental coordination with state, regional, and municipal entities.

CAPACITY

Our team members bring diverse backgrounds and experiences related to the services being requested in this Visioning Consultant Services RFP. It is this comprehensive mix that will allow us to fully realize the requirements of this project. Our ability to draw resources from regional offices brings to the City a team with knowledge and expertise in all aspects of governance, planning, and regulation affected through this Vision along with creative community outreach. This combination of nationally recognized knowledge and experience comes with the commitment of a firm with strong ties to the Bradenton community.

We have carefully evaluated the current and projected workloads within our collaborative offices and are well prepared to successfully complete the visioning project requested by the City. Our proposal is carefully crafted to get the most out of the time that our diverse team spends with the community — beginning at project kickoff through project completion, we will work with the City to ensure that appropriate and critical personnel are available at each outreach event and project meeting that we hold.

FLEXIBILITY

Our philosophy is to "Design with Community in Mind," which simply means that our end goal is to deliver high-level project outcomes to our clients and the communities we serve. We retain experienced staff with diverse skill sets and are intent on including the most talented individuals for every project we undertake regardless of how big or small. Our range of skills, intentional professional overlap, shared office philosophy, and genuine enthusiasm offer us a considerable amount of flexibility to meet the needs of the City and this project.

Our range of skills, intentional professional overlap, shared office philosophy, and genuine enthusiasm offer us a considerable amount of flexibility to meet the needs of the City and this project.

Fundamentally, it is our collaborative approach to projects that delivers to our clients the intimacy and depth of knowledge of a boutique planning firm along with the vast capabilities and resources of a national planning firm. Our team is ready and equipped to address any issues that may come to light through this visioning process.

TEAM / IDENTIFIED ISSUES CROSS-REFERENCE

	Diane Chadwick, AICP	Matt Lewis, AICP	Jared Beck, AICP	Lorrie Viola, PMP, LEED AP	Tim Hancock, AICP	Keith Greminger, AIA, NCARB	Katie LaBarr, AICP	Amanda Brandon, AICP	Laura Martinez	Joseph Velazquez
Governance	●	●	●		●		●	●		
Public Safety	●	●			●		●			
Traffic		●	●	●	●					
Code Enforcement		●	●		●		●	●	●	
Planning and Development	●	●	●	●	●	●	●	●	●	
Public Recreational Opportunities	●	●	●	●	●	●	●	●		
Utilities	●	●			●		●			
Beautification		●	●	●	●	●		●		
Business Attraction and Retention		●	●	●		●				●

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Lecom Park, south of downtown Bradenton →



Customer List

8.2.4 Customer List

Provide a complete list of customers who have been provided services, in the last seven (7) years, similar to the scope of services described in this RFP.

OPA-LOCKA DOWNTOWN MASTER PLAN

LOCATION: Opa-Locka, Florida

PROJECT DATES: 2020–2021

COST: $98,500

CLIENT AND CONTACT INFORMATION:
Corion DeLaine, CRA Manager
Opa-Locka Community Redevelopment Agency
cdelaine@opalockafl.gov | 305-953-2868 x1503

KEY SERVICES PROVIDED:
Redevelopment Plan Update including Market Analysis, Downtown-wide Parking Strategy, and Funding Plan

Ten years after adopting the Opa-locka Community Redevelopment, the Opa-locka CRA sought to create a vision specific to the complexities of downtown and a playbook to implement it. Hindered by decades of disinvestment, a range of issues including aging stand-alone and strip center commercial, industrial, public, and social services; low-quality, multi-family housing; and deteriorating single-family residential as well as a generation of political scandals and corruption, the CRA knew a new vision needed be vibrant and capture support of the community.

Working with the CRA, City staff, key nonprofit partners and stakeholders, local entrepreneurs, and community members, we developed a vision based on market realities, with developer and business interests in mind, to reshape downtown. Significant investment in the public realm, programs to attract and support local business development and workforce readiness, financial incentives and partnership strategies, a parking and mobility plan, public-realm programming, establishment of a historic district, marketing, and clear, place-based and policy-based strategies for its implementation are all foundational elements in the Plan.

In addition to the Plan goals and strategies, they wanted a final document that would be easily understood by the community and include the necessary detail, data, and inspiring graphics to also serve as a marketing tool for developers, investors, and prospective businesses.

2022 Outstanding Equity Award | Florida Planning and Zoning Association FPZA Awards









CITYWIDE REDEVELOPMENT AREA ANALYSIS AND RECOMMENDATIONS

LOCATION: Fort Myers, Florida

PROJECT DATES: 2018–2019

COST: $60,000

CUSTOMER AND CONTACT INFORMATION:
Michele Hylton-Tery, Executive Director
Fort Myers Community Redevelopment Agency
mhylton@cityftmyers.com | 239-321-7100

KEY SERVICES PROVIDED:
Redevelopment Review and Analysis, Development of a Comprehensive Action Plan

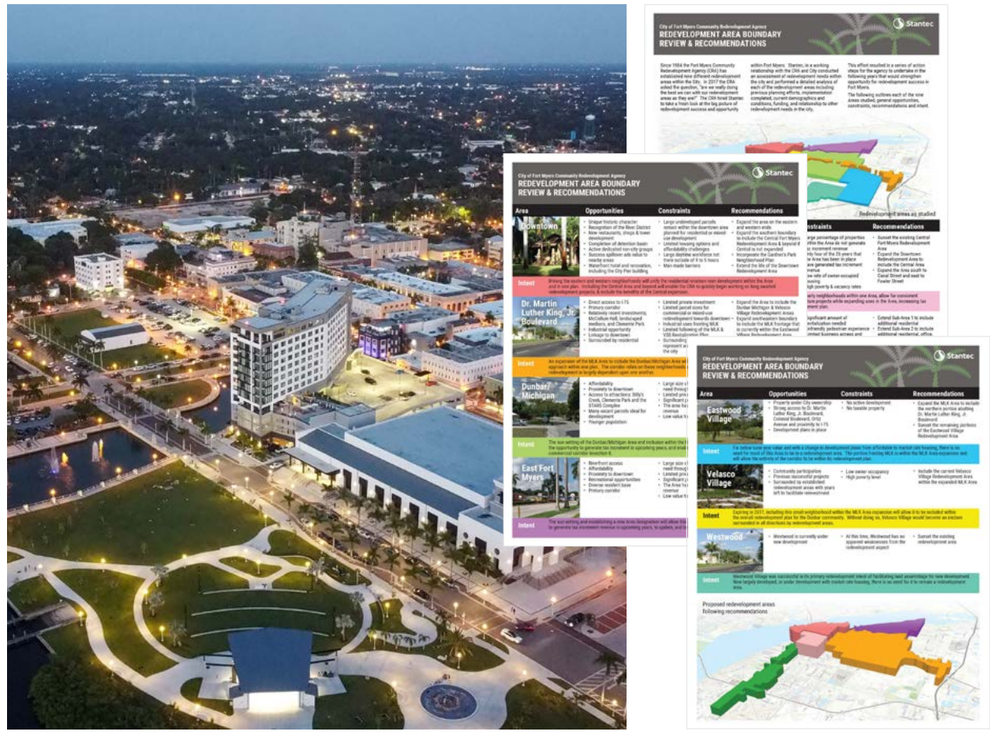
Committed to achieving significant redevelopment within the City of Fort Myers, Stantec was hired to evaluate each of the nine community redevelopment areas for their current viability, and develop recommendations on any modifications that might strengthen their ability to be successful. As a major undertaking, research and review of the original Finding of Necessity, redevelopment plans, and actions accomplished established a baseline to evaluate current success.

Field surveys, data analysis, tax increment revenue forecasts and analysis, mapping, and coordination with CRA and City staff on future capital investments, community needs, growth projections, and planning efforts allowed us to develop a comprehensive report with implementable strategies for the CRA to execute in the upcoming years.

Various recommendations included expansion and contraction of boundaries, sunsetting of districts, and extending effective lifespans.

Since adoption of the citywide recommendations, the CRA and the City have been using this document as their action plan and continue to implement it.

2019 Planning Studies, Large City | Florida Redevelopment Association Roy F. Kenzie Awards



HISTORIC FRANKLIN STREET

LOCATION: Tampa, Florida

PROJECT DATES: 2021–2022

COST: $30,000

CLIENT AND CONTACT INFORMATION:
Karen Kress, Senior Director of Transportation & Planning
Tampa Downtown Partnership
kkress@tampasdowntown.com | 813-221-3686

KEY SERVICES PROVIDED:
Public Engagement, Development of a Vision Plan, Development of an Implementation Action Plan

2021 Planning Studies, Large City | Florida Redevelopment Association Roy F. Kenzie Awards

Dating to the mid-1800s, Franklin Street was once the epicenter of commercial and civic activity in Tampa, Florida — serving as one of the City's first "Main Streets." However, like many historic downtown areas, Franklin Street ultimately fell victim to larger economic forces in the mid-1900s that affected downtowns nationwide and caused deindustrialization and population exodus.

The Franklin Street Vision sought to build on past planning efforts to revitalize historic Franklin Street in downtown by providing detailed, block-by-block strategies in a very graphic-forward plan to promote reinvestment and redevelopment along Franklin that recognizes and compliments the Street's historic significance. These strategies are consolidated for user reference based on categories such as Branding, Marketing and Placemaking, and Economic Development. Specific strategies also include responsible parties to manage accountability.

Despite development during the Covid-19 pandemic, community engagement was outstanding and on multiple surveys we achieved a confidence level of 95% +/- 5 points based on the population of Hillsborough County. Our project team utilized an interactive, dynamic Social PinPoint site, allowing users to pin comments, ideas, thoughts, and questions on specific areas within the corridor; learn more about the project; view project graphics, photos, and other imagery; and participate in multiple surveys; among other things. Virtual stakeholder interviews, walking tours, and organizational engagement were other tools that helped bring success.







NAPLES VISION PLAN ASSESSMENT AND GOALS

LOCATION: Naples, Florida

PROJECT DATES: 2018–2019

COST: $68,000

CUSTOMER AND CONTACT INFORMATION:
Erica Martin, AICP*, Planning Director, City of Naples
emartin@naplesgov.com | 239-213 1050
*Project completed under Robin Singer, AICP, and the Planning Advisory Board

KEY SERVICES PROVIDED:
Public Engagement, Community Visioning

More than a decade after adopting its first long-range vision plan, the City determined it was time to revisit that vision. The City's Planning Advisory Board initiated a request and subsequently hired Stantec to lead a broad public engagement process that culminated in recommendations on the relevance of the various elements within the current vision plan. Through the public process, our team also developed a clear understanding and identification of future elements, specifically opportunities, issues, and assets within the City to serve as the plan update's framework.

Understanding how critical the public view of this plan would be, Stantec conducted more than 50 stakeholder interviews and working group presentations with various representatives of the City, homeowners associations, civic groups, and others.

Our team also created a project website, collateral, and supporting material that led up to and promoted a series of interactive public workshops that were viewed as essential to the Planning Advisory Board. The results were outstanding, with workshops venues filled to capacity.

Following the numerous stakeholder interviews, public comments, and workshop sessions, Stantec and the Planning Advisory Board developed an online survey drawing from the information gathered. The number of survey responses far exceeded expectations, resulting in a 99% confidence level with less than a four-point margin of error. The survey provided the quantifiable data the City was desiring while allowing Stantec to develop clear recommendations for the future vision of the City of Naples.





GOLDEN ISLES VISION PLAN

LOCATION: Hallandale Beach, Florida

PROJECT DATES: 2021–2023

COST: $48,500

CLIENT AND CONTACT INFORMATION:
Ronnisha Bennett, Police Project Manager – GISND Liaison
City of Hallandale Beach, Florida
rbennett@hallandalebeachfl.gov | 954-457-1489 x4419

KEY SERVICES PROVIDED:
Urban Design, Mobility, Resiliency, Public Engagement, Long-Range Planning

Built during South Florida's 1950s development boom, Golden Isles was a community for seasonal residents and retirees to enjoy ample waterfront access. As the decades passed, it has evolved into a sought-after community and more modest homes have given way to larger homes for families and year-round living.

The 1980s brought turbulent times for South Florida with a myriad of riots, influx of refugees, and the famed rise of the "Cocaine Cowboys" era. In response, the neighborhood established the Golden Isles Safe Neighborhood District (GISND) — a special self-taxing district — to fund improvements in the neighborhood. Over the years signage, lighting, medians, and other features have been implemented. They also constructed a guardhouse for the appearance of security, although the roadways remain in the public right-of-way.

Today, as the City faces increasing climate threat due to their location on the Intracoastal and Atlantic Ocean, and as infrastructure ages, both are investing in improvements to better provide resiliency for the decades ahead. Seeking to leverage and maximize investment, the GISND initiated the Vision Plan process to identify safety and resiliency improvements that they could fund in conjunction with improvements the City will be making to the stormwater system.

Working with the GISND board, community members, and City representatives, Stantec led the year-long process of establishing a vision plan that addresses the community's desire to improve safety for pedestrians and bicyclists, reconfigure head-in parking along the arterial roadway to reduce vehicle collision risk, improve aesthetics, and identify other opportunities for enhancements within the neighborhood, from creating public gathering spaces to resiliency.





79TH STREET VISION PLAN

LOCATION: Miami, Florida

PROJECT DATES: 2022–2023

COST: $50,000

CLIENT AND CONTACT INFORMATION:
Ron Butler, Executive Director
79th Street Corridor Neighborhood Initiative, Inc.
79thstreet@gmail.com | 305-836-1071

KEY SERVICES PROVIDED:
Brownfields Assessments, Visioning, Mobility, Redevelopment, Public Engagement

Dating back nearly a century, 79th Street has evolved from a local roadway connecting Miami and the beaches to the then small town of Hialeah to a primary thoroughfare connecting the beaches and I-95 on the east to western Miami-Dade County. With the development of Miami International Airport to the south, expansion of multiple rail lines, and incorporation of Miami-Dade's Metrorail system, the area corridors have largely developed into industrial and heavy commercial uses with intermittent strip retail and residential behind.

The vast and aging industrial development correlates with redlining practices of the time and the area being suitable for Black residents in Miami's segregated history. While many communities within the County have incorporated, this area has not, and has historically had less access to financial resources to improve existing infrastructure and industry.

Funded through an EPA Brownfields Assessment Grant and working with the 79th Street Corridor Initiative (part of the 79th Street Community Redevelopment Agency), Stantec was hired to help create a vision plan that would, among other things, identify catalyst sites along the corridor suitable for major redevelopment that would further spur surrounding redevelopment and economic activity. Working with the Initiative, future development partners were already at the table and were included within the overall planning process.

In addition to the catalyst sites, we reenvisioned the pedestrian and vehicular experience along the state-owned 79th Street and the primary intersecting north/south corridor, 27th Avenue. Recognizing that many do not own automobiles, enhancements within the right-of-way included sidewalk, lighting, and signage improvements; incorporation of public art, shade trees, furnishings, and bush shelters; bike lanes; and other enhancements to improve circulation and strengthen the communities access to the Metrorail Station that provides direct access to communities and employment centers throughout the County.





NW MANATEE PLAN

LOCATION: Manatee County, Florida

PROJECT DATES: 2018–2019

COST: $149,000

CLIENT AND CONTACT INFORMATION:
Che Barnett*, Interim Economic Development Division Manager
Manatee County
che.barnett@mymanatee.org | 941-748-4501 x3427
*Project completed under Geri Lopez and Karen Stewart

KEY SERVICES PROVIDED:
Visioning, Public Engagement, Strategic Planning, Incentives, Land Use, Mobility, Implementation Plan

Beginning as early as the 1950s, County leaders envisioned the Northwest Manatee area as a place of economic growth that would provide jobs for its citizens. In the 1960s, the County purchased the first acreage that would become Port Manatee, and they exuberantly dedicated it in 1970 as a critical investment that would transform the area.

2020 Outstanding Study/Plan Award | Florida Planning and Zoning Association FPZA Awards

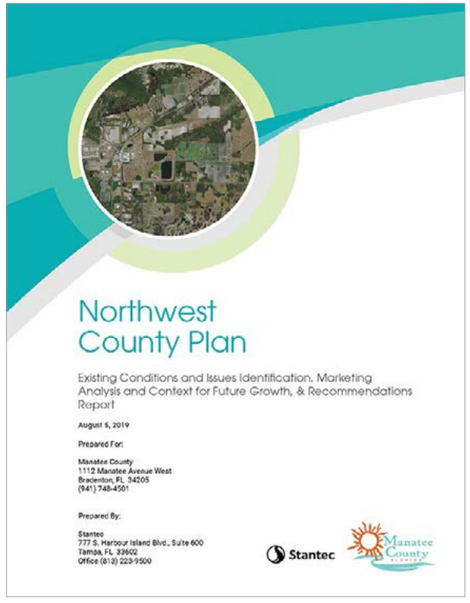
Five decades later, the port has expanded several times over the years; however, the off-port impact commissioners envisioned so many years earlier has yet to be realized. Throughout this time, the County has witnessed dynamic growth to the north in Hillsborough County and the south in Sarasota County. With limited private investment in the 6,700-acre northwest area and numerous economic development incentives in place, the County desired a fresh look at the "Big Picture" of the area.

Understanding the many stakeholders within the large area, the County also wanted this to be a participatory process where all who have the opportunity to influence future success had a seat at the table and were a part of developing the future Northwest Manatee Plan.

The study process included numerous stakeholder working sessions with landowners, existing businesses, citizens, Port Manatee staff and Port tenants, county staff from various departments, and other stakeholders such as Florida Power & Light and the Florida Department of Transportation.

To develop an effective study, the area was analyzed as a whole and then further analyzed in three distinct tiers. From this, subsequent recommendations including responsible parties were divided into short-, mid-, and long-range actions spanning the next 20 years. Recommendations ranged from branding and marketing and amending future land use designations to master planning future utility systems and identification of alternative funding mechanisms.





COLLIER COUNTY — COUNTYWIDE LIBRARY VISION & MASTER PLAN

LOCATION: Collier County, Florida

PROJECT DATES: 2016–2017

COST: $52,000

CLIENT AND CONTACT INFORMATION:
Tanya R. Williams, Director
Collier County Public Library
tanyawilliams@colliergov.net | 239-252-5391 x22

KEY SERVICES PROVIDED:
Visioning, Public Engagement, Strategic Planning, Facilities Assessment, Implementation Plan

Libraries are rapidly evolving and returning to anchors of activity within communities around the country. With ten library facilities within the Collier County system, the administrators wanted to determine how effectively their current programming was meeting the needs of users, and then establish a guide for the future.

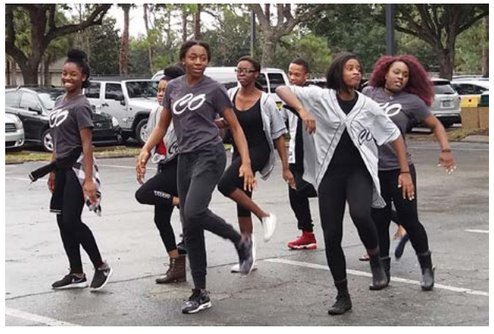
Stantec was hired to conduct a comprehensive community-wide assessment of existing library services, programs, and facilities. With an annual circulation of approximately 2.5 million, a series of public workshops, on-site observations, roundtable group discussions, one-on-one interviews, and a customized online survey distributed throughout Collier County were utilized in the visioning process to ensure extensive opportunity for community involvement.

Based on Collier County's peak seasonal population, roughly 380 surveys were required to achieve a 95% confidence level with a +/- 5-point accuracy. When the formal survey closed, a total of 1,885 surveys were completed and more than 3,500 additional comments recorded. This is an outstanding response rate and speaks highly of the value residents find in the library system.

Library administration, staff, and users showed strong commitment and support for this process that culminated with the development of the library's first long-range master plan.







COLLIER COUNTY ONE-CENT SALES SURTAX PUBLIC INFORMATION CAMPAIGN

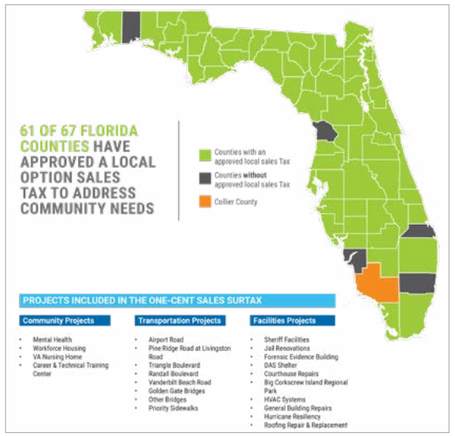
LOCATION: Naples, Florida | **PROJECT DATES:** 2018 | **COST:** $57,843

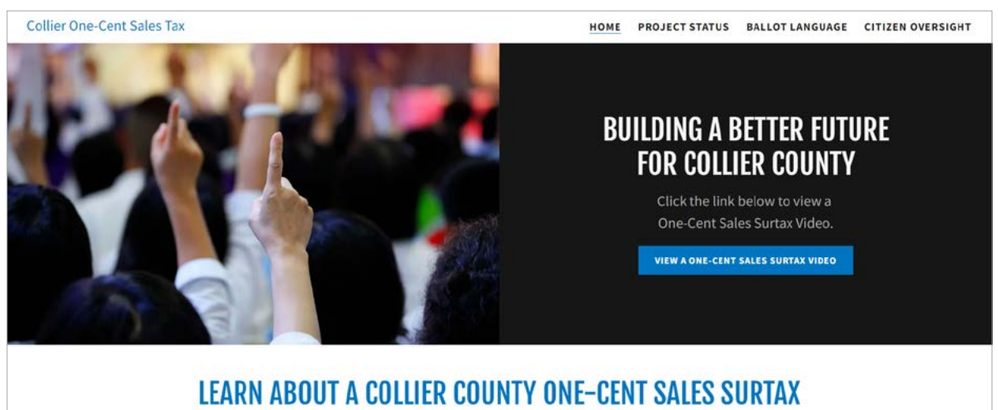
CLIENT AND CONTACT INFORMATION:
Dan Rodriquez, Deputy County Administrator
Collier Board of County Commissioners
danrodriguez@colliergov.net | 239-252-8383

KEY SERVICES PROVIDED:
Media and Information Campaign, Public Outreach

Faced with an identified funding shortfall of nearly $500,000,000 on projects of necessity, Collier County decided to place a question on the ballot asking voters to consider the adoption of a one-cent sales surtax for a period of seven years to assist in recovering from the recession-induced funding shortfall. Needing to disseminate information for public consumption without taking a position of advocacy, Collier County turned to Stantec to develop an information platform to assist in this effort. Stantec's planners prepared a multifaceted media approach to push accurate information into the public realm. With the creation of an informational website (collieronecenttax.com), public information workshops, postings on social media, and inserts in trim notices, Stantec, in close coordination with Collier County and the community, was able to identify more than 30,000 "touches" with individuals and businesses.

Key to this effort, lauded by people within the community for its effectiveness, was the website where residents and businesses could obtain clear and concise information about how the tax would be applied, what projects would be funded, and what oversight would be provided. Additionally, an interactive map was provided for users to easily scroll over a project on the map and a "pop-up" window would provide additional information specific to that project. Residents were able to pose questions and have them answered in an effective and efficient manner. The use of the website exceeded the County's expectations and contributed greatly in providing a fact-based resource for voters in advance of making their choice on this ballot question.





TENNESSEE VALLEY AUTHORITY

LOCATION: Knoxville, Tennessee | **PROJECT DATES:** Ongoing | **COST:** $600,000 annually (est.)

CLIENT AND CONTACT INFORMATION:
Melissa Hedgecoth, Senior Manager
Tennessee Valley Authority
mahedgec@tva.gov | 423-664-6409

KEY SERVICES PROVIDED:
Public Engagement and Outreach

The Tennessee Valley Authority (TVA) operates in seven states, providing power to local power companies serving more than 10 million people through 153 local power providers. Stantec provides key engagement and outreach services to TVA such as:

- Communication strategies;
- Facilitation and execution of both virtual and in-person public meetings;
- Design and production of collateral materials, for example:
  - Fact sheets,
  - Educational videos, and
  - 3D site plans for future developments;
- Use of developing technologies including Active Virtual Reality imaging for stakeholder to "see" the future of a site (scan the QR code below for a sample view); and
- Internal and external stakeholder mapping to better facilitate effective communications.



COLUMBIA POWER AND WATER SYSTEMS — COMMUNITY H20

LOCATION: Columbia, Tennessee	**PROJECT DATES:** 2020–Ongoing	**COST:** $60,000 annually (est.)

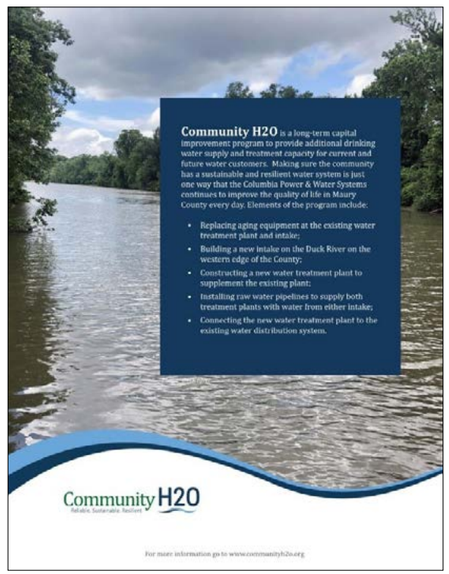
CLIENT AND CONTACT INFORMATION:
Jonathan Hardin, CEO
Columbia Power and Water Systems
Jonathan.Hardin@cpws.com | 931-388-4833

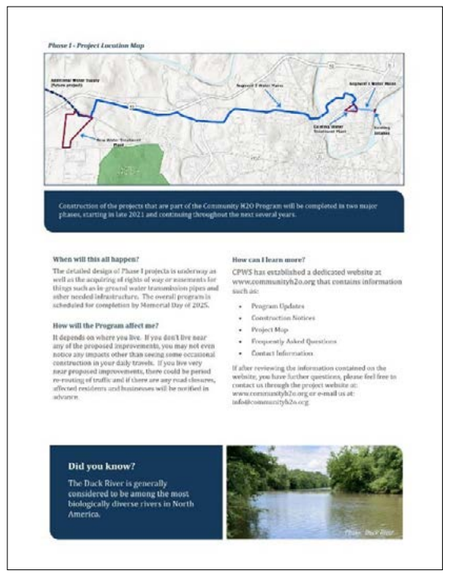
KEY SERVICES PROVIDED:
Public Engagement and Outreach

Stantec provides stakeholder outreach and engagement services at the community level for Columbia Power and Water Systems (CPWS) in Columbia, Tennessee. CPWS is engaged with a multiyear critical project to ensure potable water capacity for the community, and hired Stantec to not only design the job but to lead the public engagement efforts. To date, our team has assisted CPWS through the creation of:

- Developing a detailed and measurable communications plan;
- Program identification and branding;
- Website Development http://www.communityh2o.org;
- Training of customer service representatives on program goals and timing;
- Development of handouts and collateral materials to be used by field crews when members of the public ask questions;
- Water conservation fact sheet; and
- Management of the easement acquisition process and all property owner communications related to securing the easements necessary for the project.

One-page information sheet





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West Bradenton, sports complex →

Commercial area, east of downtown Bradenton →



Project Approach

8.2.5 Project Approach

Provide a detailed project approach, including running workshops, conducting focus groups, interactive public involvement activities, and proposed strategy for providing the services requested. Provide resources, including staffing levels, technology, platforms, and equipment.

Project Approach

Stantec's Project Approach begins with the scope of services summarized in the City's RFP, then adds several ideas for creating an inclusive, fun visioning process that results in a Vision that is adopted by both the City Council and the community. We propose a four-stage project approach, starting with **Project Orientation**, moving to **Public Engagement**, then **Analysis**, and finally **Presentation of Results**.

The Project Kickoff will be the launching event that sets the stage for the Public Engagement Process. This event should "light the fuse" of enthusiasm within the City to promote an active and fully engaged visioning process. To get there, the following steps will be taken to achieve a successful kickoff meeting.

Project Orientation

Stantec will attend a meeting with a Project Steering Committee (PSC) consisting of department directors and key staff members with responsibilities for governance, public safety, transportation, code enforcement, planning and development, public recreation, utilities, beautification, and business attraction and retention to kick off our work on the visioning effort. The team will arrive familiarized with the City's Comprehensive Plan, Code of Ordinances and Land Use Regulations, Community Redevelopment Agency's (CRA) Master Plans, Budget, and Capital Improvements Program. Key topics for discussion will include a briefing of project history and need; background information related to the City; relevant background documents and previous studies; available GIS data and capabilities within the City; and expectations for project outreach activities.

Following the PSC meeting, we will meet individually with the Mayor, City Council, and City Administrator to gain further insight regarding the City and issues their constituents are facing. We will then schedule a bus tour of Bradenton to see firsthand some of the issues, opportunities, and challenges ahead for us.

Our team will then brief the PSC on the overall project approach, key assumptions, tools and methods identified for use, and the anticipated project schedule. We will also share some of our insights (lessons learned) working in other regions with similar project needs, and determine if any of those features have value in Bradenton. With the PSC, we will address technical questions regarding the project approach, and identify decision-making tools and outreach activities for finalizing the most effective means and methods to achieve success.

Lessons learned and strategies developed during this initial visit will be translated into a workshop with the City Council to discuss the process and issues facing the City that the Vision will address.

Washington Park Neighborhood ↓





ISSUES IDENTIFICATION

Our team has developed a clear communication strategy that encompasses both effective outreach to stakeholders and the community at large as well as collaborative "in-reach" with City staff and elected and relevant appointed officials. Our strategy is designed to quickly refine the Vision and implementation pathways for the City, understand the context in which the Vision is being carried out, develop responsive evaluation/testing criteria, solicit meaningful input, and set a strong foundation for a preferred community Vision. This strategy must engage a broad range of community representatives, ranging from residents and business owners to nonprofits and potential developers within and adjacent to the study area, encompassing agency representatives as well as elected and appointed leaders.

Our team has developed a clear communication strategy that encompasses both effective outreach to stakeholders and the community at large as well as collaborative "in-reach" with City staff and elected and relevant appointed officials.

The components of a comprehensive strategy for both outreach and in-reach are described below. It is, however, understood that these will be discussed and refined with the City's PSC during the period prior to the project kickoff meeting. While our team is well prepared to lead the entire engagement/communication process, it is recommended and understood that City staff will be available to provide support at outreach meetings, as needed, and that the consultant team will work very closely with the staff to prepare all participants for each outreach session.

Element 1: Project Steering Committee (PSC)

A PSC will be established prior to the kickoff meeting. This group will work closely with the Stantec team to provide general project guidance and technical review of all project materials and documents. The PSC will be comprised of staff from all project-relevant City departments including, but not limited to, Planning and Community Development, Community Redevelopment Agency/Economic Development, Public Works and Utilities, Finance, Fire, and Police. The PSC will

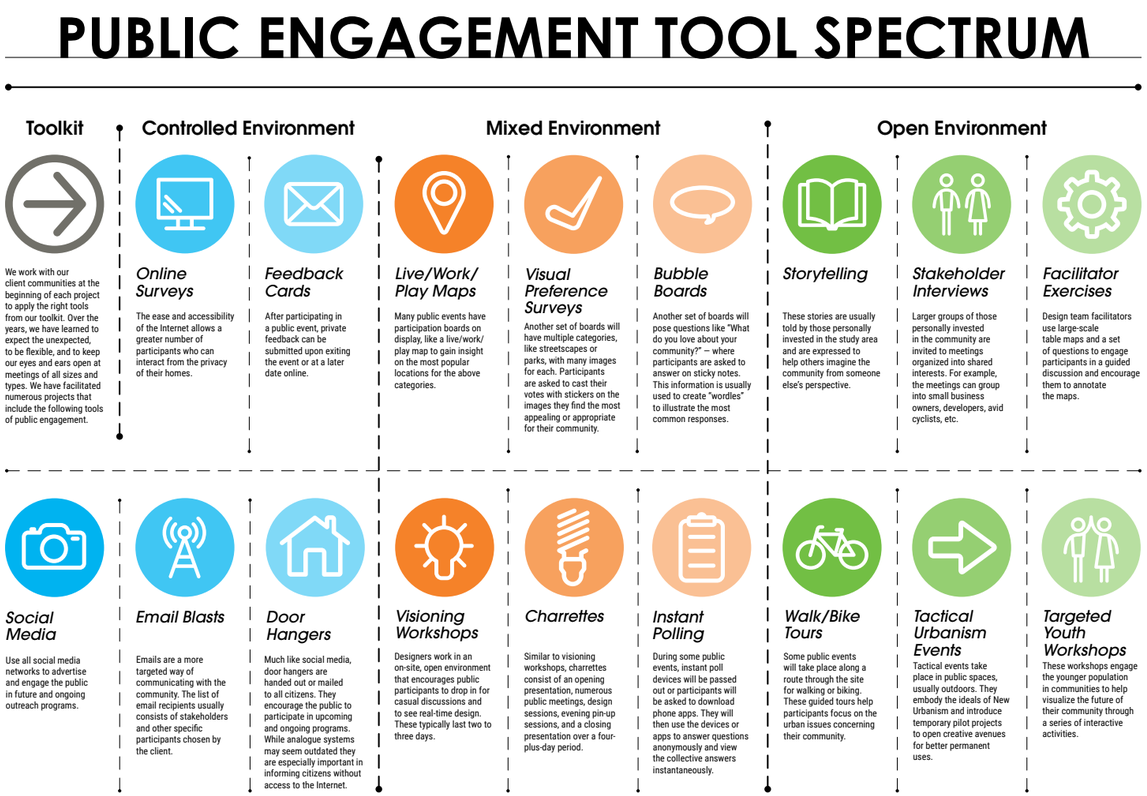
provide guidance to the Stantec team throughout the visioning process to (a) identify key stakeholders; (b) provide advice regarding outreach strategies and sessions; (c) review materials prior to presenting them to stakeholders and the broader public; (d) oversee the general progress of the Vision and provide input as needed; and (e) review all materials for consistency with existing City documents, policies, and systems.

Element 2: Key Person Engagement

At the outset of the study, the team will work with the PSC to identify all of the key individuals and groups with particular interest in its outcome. The Stantec team will meet with these individuals and groups via one-on-one meetings, small group interviews, or larger focus group sessions. These sessions will be used to explain the purposes and parameters of the visioning and elicit views regarding current issues and concerns about the City as well as preliminary visions and goals. We acknowledge that some of the stakeholders identified for these sessions may also become members of the Stakeholder Advisory Group. However, the key individual sessions will also likely engage others such as members of the Chamber of Commerce, representatives of the Planning and Zoning Commission, and City staff, as appropriate.

Element 3: Stakeholder Advisory Group

A number of key stakeholders should be engaged early on in the study process and will be encouraged to provide input at critical times throughout. This group would serve in an advisory role only, allowing the team to discuss and "test" ideas before they are presented to the broader public. The stakeholders that could be included in this group might range from major property owners, developers who have been



identified as being interested in the future of the City, representatives from the local HOAs, and others as identified by the City. This group would meet with the consultant team approximately three times during the study: (1) an initial meeting for input regarding current plans, issues, and concerns, held prior to the Project Kickoff; (2) a meeting to discuss the survey questions and outreach materials before "taking them public;" and (3) a meeting to discuss and receive feedback on the final analysis.

PRE-PUBLIC ENGAGEMENT MEDIA OUTREACH

Our team will create and execute an advance media plan that will be designed to stimulate interest and discussion among community groups and individuals. Using all relevant and available media outlets, we will begin communicating the project goals and general timelines for the public engagement portion of the project. Project team members will be made available to community and civic groups as guest speakers at meetings or events (up to six individual events) to help generate "buzz" in the community for the visioning process.

Public Engagement

The Stantec team will engage the broader public in several ways during the course of the study. The team will work closely with the PSC to refine the optimal formats for public outreach and engagement — the tools will likely include public workshops, open houses, online communications, and "go to" events, as appropriate.

Stantec team members are particularly proud of their skill and reputation at planning and facilitating the community and stakeholder involvement process.

Stantec team members are particularly proud of their skill and reputation at planning and facilitating the community and stakeholder involvement process. We bring to each project the ability to plan a public participation strategy that will uniquely inform the effort rather than simply apply a standard involvement format across the board. In that light, we will work with City staff to identify and strategize a public participation and community outreach strategy that is most appropriate for this visioning process. We have proposed an initial approach to outreach, as outlined below, but we look forward to working with City staff and the PSC to refine the specific methods.

We have conducted outreach for visioning and master planning in many communities and have successfully applied a wide range of participatory techniques including, as appropriate: visioning workshops and charrettes (ranging from one to six days in length), various large-scale meeting formats (open houses, summits, public forums), small-scale sessions (study/discussion groups, advisory committees, focus groups, key stakeholder meetings), surveys (written, mail, and telephone), and communications via newsletter, web, and social media.

Our approach to public outreach also reflects our belief that community engagement is most effective when combined with compelling visual communication tools. To this end, our team of urban designers, landscape architects, and graphic designers are adept at creating a variety of graphics (hand-drawn renderings, photo simulations, street and building sections, analysis diagrams, photographic examples, PowerPoint animations, summary maps of community input, etc.) to help communicate complex planning ideas, articulate community visions and aspirations, and help the public visualize potential outcomes. These graphic products, along with a range of other output, will create a diversity of analytic tools through which stakeholders can effectively understand and evaluate the scenario options.

We believe that the information garnered as a result of our community involvement and consensus-building efforts enriches our planning and design work, and allows plans to proceed successfully from Vision development through implementation.

PROJECT KICKOFF MEETING

Once the pre-kickoff tasks are completed and the results and project schedule are reviewed by City staff, Stantec will plan and execute the Project Kickoff Meeting. Stantec will use its intimate knowledge of the City of Bradenton and the surrounding areas to engage the press, print, and social media. As appropriate, viable social

media outlets will be used as tools for continuous social feeds and will be monitored and updated regularly.

The kickoff meeting will be held at a convenient location, identified and provided by the City, and coordinated to avoid conflicts with other community events in order to maximize the focus and attention on the visioning process. Schedules and project information will be made available in print and electronic format, and the kickoff meeting will include statements and remarks from community leaders, encouraging the community to become fully engaged in the process. We prefer not to think of this event as a meeting but more of a celebration, kick-starting the opportunity for each citizen and business owner to join the project team in shaping the future of the City of Bradenton through the creation of the Community Vision. Activities will be interactive, designed to engage residents in the challenges and opportunities facing the delivery of governance, public safety, transportation, code enforcement, planning and development, public recreation, utilities, beautification, and business attraction and retention services. They will also provide residents with opportunities to identify hopes for the City, areas for improvement, and critical concerns. Stantec team members will leave the project kickoff meeting with an initial refinement of the hopes, concerns, and issues the City's Vision will need to address.

PUBLIC ENGAGEMENT: SESSIONS BY WARD

Refinement of the Vision to a neighborhood level will begin with two work sessions in each ward. Our team will gather in a central location identified and provided for by the City and set up our project team headquarters for a week. What follows will be an energetic series of workshops designed to gather input from the community through the outreach and "in-reach" methods highlighted earlier. This type of concentrated effort will allow for the maximum information gathering to occur during season. This will also allow Stantec to maximize the efficiency of our project team while immersing ourselves in the City of Bradenton. Both day and evening events will be held and the project team headquarters will be available for "drop-in" meetings throughout the course of the event. During these events, "Vision in a Box" kits will be made available, allowing participants to become agents of the process and gain more information at the block level.

These work sessions will provide the project team with neighborhood-level perspectives on redevelopment, history, and culture and will imbue the Vision with a fine-grained understanding of the City's uniqueness and the built environment.

We prefer not to think of this event as a meeting but more of a celebration, kick-starting the opportunity for each citizen and business owner to join the project team in shaping the future of the City of Bradenton through the creation of the Community Vision.

Neighborhood adjacent to Tropicana ↓



Multiple techniques will be used for "getting the word out" for each meeting including online and social media postings, local news articles, and announcements in HOA newsletters, to name a few.

PUBLIC ENGAGEMENT: FOCUS GROUPS

Focus groups will be used to solve particularly difficult issues in creating the Vision for the City. After the kickoff meeting and engagements in each ward, Stantec will work with the PSC to identify up to four issues that require a deeper dive by the community. Focus groups will be selected from public participants and City staff to work through these issues. Each focus group will be facilitated by a member of the Stantec team and a City staff member. These groups will complete their recommendation in one extended work session, held at the headquarters or a location of the City's choosing.

PUBLIC ENGAGEMENT: ONLINE

The Stantec team will establish an attractive, easy-to-use interactive website to provide information about the study itself (its purpose, schedule, background information, etc.). It can include key questions aimed at measuring community opinion, provide announcements of upcoming meetings and meeting minutes, offer ongoing information about the study at each phase, and give opportunity for comments. The website can be done independently or as a page on the City's current website. This site will be bilingual or multilingual, as appropriate, and will meet all required ADA standards. In addition, our team has used Twitter feeds and various crowdsourcing tools to provide information and elicit opinions as appropriate. Our experience with programs and providers such as Mindmixer and MetroQuest will be instrumental in establishing the right tools to generate the most effective outcome. **Importantly, the online presence will host a survey that will reach a statistically significant part of the Bradenton community.** Survey questions will be developed using the information gathered at the project kickoff meeting and ward work sessions. The team would work closely with the PSC to identify outreach tools that are most appropriate for the purposes and needs of this study.

PUBLIC ENGAGEMENT: TAKING IT TO THE STREETS

Our team recognizes that many people are not able to attend meetings for various reasons. We have found it effective, therefore, to take our message out to the community. This can be done by reaching out to the community at its major gatherings and events (e.g., a farmers market or open school event). This type of unstructured information gathering can prove beneficial in providing a "pulse check" against information gathered through more structured means. Not to mention, it can be a lot of fun.



Vision Plan Meeting, Naples, Florida



Public Meeting, Fort Myers, Florida



Opa-locka Public Engagement Efforts, Opa-locka, Florida

Fortunately, the public outreach portion of this scope will coincide with Florida's best weather and a season of great events, and Stantec plans on being at as many as will have us! **Our team will work with the PSC to identify parades, holiday celebrations, farmers markets, and street fairs where we will engage interested City residents in a fun and lighthearted way to find out what they LOVE about living in Bradenton as well as what they would like to see more of as the community grows.** Their responses will be videotaped (with their permission of course) and subsequently documented in writing for use in the overall visioning effort. This will allow members of our team to interact with City residents on their terms in an informal setting as well as distribute information that may contribute to a higher level of participation for the online survey or workshops, depending on the overall project schedule.

Analysis

Stantec will analyze the survey responses, the results of the in-person community outreach, and any focus group findings as they relate to governance, public safety, traffic, code enforcement, planning and development, public recreational opportunities, utilities, beautification, and business attraction and retention. Through our coordinated engagement process, we will be able to provide the City with identified issues at the neighborhood, interest group, and community-wide level. Working through the PSC, this analysis will be translated into clear and understandable issues to ultimately be addressed through a Vision.

Presentation of Findings

It is a happy coincidence that the project is scheduled to end in May when the findings of the visioning process can be presented to the City Council concurrently with the anniversary of the City's incorporation. We will work with City staff to prepare a presentation of our findings for the City Council, with a focus on how the community currently sees and would like to see the direction of governance, public safety, traffic, code enforcement, planning and development, recreation, utilities, beautification, business attraction and retention, and any other major issues identified during the process. This can also include a summary of the public outreach process, detailing the number of people and communities reached, the methods used to reach them, and the effectiveness of those methods. In the spirit of the visioning process, this can be a fun and interactive City Council meeting or it can be more formal and informational. We will work with City staff to create the presentation of findings best suited to the nature of the findings and the City's moment in history.

Stantec will also prepare a playbook for next steps in the City's formalization of a Vision along with potential timelines, costs, and relative importance and order.

It is a happy coincidence that the project is scheduled to end in May when the findings of the visioning process can be presented to the City Council concurrently with the anniversary of the City's incorporation.



Rogers Neighborhood, new affordable housing area →

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Old Main Street,
downtown Bradenton
←

Schedule/Timeline

8.2.6 Schedule/Timeline *Provide a graphical representation of the proposed schedule/timeline indicating major milestones and deliverables.*

Stantec will assist the City of Bradenton in meeting the schedule established for the visioning project outlined in your RFP. A proposed schedule is provided below and can be revised following contract award.

SCHEDULE/TIMELINE

Task	2023					2024				
	Aug 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024
Project Orientation (Aug–Sept) • One-on-one with officials • Steering Committee discussions • Issue identification • City Council meeting • Community kickoff										
Public Engagement (Oct–Feb) • Community kickoff • Ward meetings • Focus groups • Online survey • Ad hoc moments										
Analysis (Mar–Apr) • Results summary										
Presentation of Findings (May) • City Council meeting										

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Manatee Performing
Arts Center street signs
←

Compensation

8.2.7 Compensation *Provide proposed compensation using the method or methods checked below.*

☒ *Provide a not-to-exceed cost proposal for performing all the work described in the Scope of Work broken down by project component. Include hourly rates for any additional work outside of scope.*

PROPOSED COMPENSATION	
TASK	**FEE**
Project Orientation	$45,000
Public Outreach	$50,000
Analysis	$25,000
Presentation of Results	$8,000
TOTAL	$128,000

RATE SCHEDULE	
POSITION	**RATE**
Principal / Community Engagement Lead	$220
Project Manager / Senior Planner	$200
Urban Planner	$175
Project Planner	$160
Graphic Designer / GIS	$140

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Bradenton
City Hall
→



Electronic Forms

8.1 Electronic Forms
The forms listed below are provided in Appendix A to this RFP. Failure to complete and submit any of the forms listed with a submittal may cause a Proposer to be declared nonresponsive.

APPENDIX A

Page **1** of **1**

Form#1 – Response Form

City of Bradenton
Response Form

Company Name: Stantec Consulting Services Inc.

Date Submitted June 29, 2023

PROJECT IDENTIFICATION: # RFP 23-010EJ

NAME: City of Bradenton, Visioning Consultant Services

COMPANY NAME: Stantec Consulting Services Inc.

NAME & TITLE: (TYPED OR PRINTED) Matt Lewis, Senior Associate, Planner

BUSINESS ADDRESS: (PHYSICAL) 777 S Harbour Island Boulevard , Suite 600, Tampa, Florida33602-5729

CORPORATE OR MAILING ADDRESS: ☐ SAME AS PHYSICAL 10220 - 103 Avenue NW, Suite 400, Edmonton, AB T5J 0K4 CA

ADDRESS MUST MATCH SUNBIZ

E-MAIL ADDRESS: matt.lewis@stantec.com

PHONE NUMBER: (727) 432-8218 FAX NUMBER: N/A

In submitting this proposal, Proposer makes all representations required by the Instructions to Offeror and further warrants and represents that: Proposer has examined copies of all the solicitation documents and of the following addenda:

No.	1	Dated: June 22, 2023	No.		Dated:
No.		Dated:	No.		Dated:
No.		Dated:	No.		Dated:

City of Bradenton, Bradenton, Florida

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this solicitation packet as Principal, and that this solicitation offer is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications or scope of work for said service for the prices as listed on the city provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number: 11-2167170

(1) Employer Identification Number -or- (2) Social Security Number:

*** The City of Bradenton collects your social security number for tax reporting purposes only*

ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.

Where Proposer is a Corporation, add:

Stantec Consulting Services Inc.
Company Name (Name printed or typed)

Corporate Seal

Attest:

Authorized Proposer:

Diane Chadwick
Proposer: (Name printed or typed)

Authorized Signature and Proposer Title

Secretary

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. Please refer to website: *www.sunbiz.org*

APPENDIX A

Form#1A – Statement of No Response

Bidder/Proposers Name _____

STATEMENT OF NO RESPONSE

If you do not intend to submit a bid or proposal on this requirement, please complete and return this form by the bid or proposal opening deadline to the:

City of Bradenton Purchasing Division
1300 6th Street West
Bradenton FL 34205 |
This form may be emailed to person listed on Page 2

Failure to respond, either by submitting a bid or proposal or by submitting this "Statement of No Response" form eliminates your firm's being able to participate in the protest of this bid or proposal in accordance with the **City of Bradenton Code of Ordinances 2-237.**

N/A

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Invitation for Bid or Request for Proposal

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Form# 2 – Interest in Competitive Bid

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding to the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

N/A

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:
2. The person submitting the bid is: Name Position
3. The business entity with which the person submitting the bid is associated is:
4. My relationship to the person or business entity submitting the bid is as follows:
5. The nature of the business intended to the transacted in the event that this bid is awarded is as follows: a. The realty, goods and/or services to be supplied specifically include: _____ b. The realty, goods and/or services will be supplied for the following period of time: _____ c. Will the contract be subject to renewal without further competitive bidding? ____ Yes ____ No if so, how often? _____
6. Additional comments:
7. Signature Date Signed Date Filed
FILING INSTRUCTIONS If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.
NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $5,000.00.

Form# 3 – Non-collusive Affidavit

NON-COLLUSIVE AFFIDAVIT
(Prime Contractor/Vendor)

State of Florida

County of Manatee

Diane Chadwick, being first duly sworn, deposes and says that they are

Principal, the party making the fore-going solicitation
(*Partner or officer of the firm, etc.*)

is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or to fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the City of Bradenton of any person interested in the proposed contract; and that all statements in said solicitation are true.

(Contractor/Vendor, *if the Contractor/vendor is an individual; Partner, if the Contractor/vendor is a partnership; Officer, if the Contractor/vendor is a corporation*)

Stantec Consulting Services Inc.
(*Company Name*)

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☒online, this June 29, 2023 by Diane Chadwick of Stantec, a _____corporation, on behalf of the corporation. He/She is personally known to me or has produced N/A as identification.

(*Signature of person taking acknowledgment*)

Grace Morales
(*Name of notary typed, printed or stamped*)

(*Title or rank*)

GRACE MORALES
Notary Public - State of Florida
Commission # GG 918389
My Comm. Expires Nov 27, 2023
Bonded through National Notary Assn.

(*Serial number, if any*)

Form# 4 – Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to **City of Bradenton**
(*Print name of the public entity*)

by Diane Chadwick, Principal
(*Print individual's name and title*)

for Stantec Consulting Services Inc.
(*Print name of entity submitting sworn statement*)

whose business address is 777 S Harbour Island Boulevard, Suite 600, Tampa, Florida 33602-5729

(If applicable) its Federal Employer Identification Number (FEIN) is 11-2167170

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime: or:

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a join venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

Form# 4 – Public Entity Crimes

6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (*Please indicate which statement applies*.)**

X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(*Signature*)

June 29, 2023
(*Date*)

STATE OF Florida
COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 29 day of , June , by Diane Chadwick .

GRACE MORALES
Notary Public - State of Florida
Commission # GG 918389
My Comm. Expires Nov 27, 2023
Bonded through National Notary Assn.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

X Personally Known OR _____ Produced Identification
Type of Identification Produced _____

There are no unsatisfied judgments or arbitration awards outstanding against Stantec. Stantec does have some legal proceedings, lawsuits, or claims pending. These are a normal part of professional services industries. All have been reported to Stantec's insurers who are in the process of adjusting/managing them. None will have a material effect on the financial position of the company or its ability to undertake this assignment. Perhaps of greater comfort to our clients is the fact that Stantec seeks to deal with client concerns and claims promptly and fairly through its Risk Management group. As a public company, Stantec has substantial assets and maintains a high professional liability insurance limit. Stantec's claims history has resulted in relatively low insurance premiums when compared with firms of similar size and character.

APPENDIX A

Form# 4A- Negligence or Breach of Contract Disclosure Form

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1.	Your Company Name					
2.	Type of Incident	Place an X in the appropriate block.	Alleged Negligence		Breach of Contract	
3.	Date of Incident					
4.	Who Took Action Against Your Company? (Include name, state, and City.)	N/A				
5.	What was the initial circumstance for this action?					
6.	What was the final outcome of this action?					

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE" on the page and return it with the company name completed.

Page Number: [ ] of [ ]

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

Alternate Reporting: If you have too many lawsuits report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the plaintiff (Do not include litigation with your company as the plaintiff), Date of filing, initial reason for circumstances, final outcome. Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" of you use this alternate method

APPENDIX A

Form# 5 – Drug-Free Workplace

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Stantec Consulting Services Inc. / Diane Chadwick

CONTRACTOR VENDOR NAME

AUTHORIZED SIGNATURE

APPENDIX A

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Stantec Consulting Services Inc.

Respondent's Authorized Representative Name and Title: Matt Lewis, Senior Associate, Planner

Address: 777 S Harbour Island Boulevard, Suite 600

City: Tampa State: Florida Zip: 33602-5729

Phone Number: (727) 432-8218 Respondent FEIN: 11-2167170

Email Address: matt.lewis@stantec.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: Diane Chadwick,

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

Print Name and Title: Diane Chadwick, Principal



Sunbiz.org Division of Corporations an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
STANTEC CONSULTING SERVICES INC.

Filing Information

Document Number	F01000005948
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Date Filed	11/14/2001
State	NY
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/27/2007
Event Effective Date	12/31/2007

Principal Address

410 17TH STREET
SUITE 1400
DENVER, CO 80202

Changed: 04/16/2023

Mailing Address

10220 - 103 AVENUE NW
SUITE 400
EDMONTON, AB T5J 0K4 CA

Changed: 04/06/2019

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 02/14/2013

Address Changed: 02/14/2013

Officer/Director Detail

Name & Address

Title Director, VP, Asst. Secretary

STONE, JEFFREY P
61 COMMERCIAL STREET
SUITE 100
ROCHESTER, NY 14614

Title Director, COO, Executive Vice President

LERNER, STUART E
475 FIFTH AVENUE
12TH FLOOR
NEW YORK, NY 10017

Title President

JOHNSTON, GORDON A
10220 - 103 AVENUE NW
SUITE 400
EDMONTON, AB T5J 0K4 CA

Title Secretary

HEISLER, CHRISTOPHER O
10220 - 103 AVENUE NW
SUITE 400
EDMONTON, AB T5J 0K4 CA

Title Treasurer

JANG, THERESA
10220 - 103 AVENUE NW
SUITE 400
EDMONTON, AB T5J 0K4 CA

Title Executive Vice President

KENNEDY, MICHAEL A
6920 PROFESSIONAL PARKWAY EAST
SARASOTA, FL 34240

Title Senior Principal

BURNETT, ANDREW
ONE BISCAYNE TOWER
2 SOUTH BISCAYNE BLVD
SUITE 1670
MIAMI, FL 33131

Annual Reports

Report Year	Filed Date
2021	04/16/2021
2022	04/29/2022

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Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, we always design with community in mind.

We care about the communities we serve — because they're our communities too. This allows us to assess what's needed and connect our expertise, to appreciate nuances and envision what's never been considered, to bring together diverse perspectives so we can collaborate toward a shared success.

We're designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. Balancing these priorities results in projects that advance the quality of life in communities across the globe.

Stantec trades on the TSX and the NYSE under the symbol STN. Visit us at stantec.com or find us on social media.



AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Erin Jones, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Matrix Consulting Group, LTD. - Organizational and Operational Assessment Services

SUGGESTED ACTION: Approve the Agreement for Mayor's signature.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This Contract, RFP 23-009EJ, is made and entered into by and between THE CITY OF BRADENTON, a Florida municipality, herein after referred to as the "City" and Matrix Consulting Group, LTD., to provide organizational and operational assessment services to the Public Works and Planning & Community Development Departments.

FINANCIAL IMPACT:
To be utilized and funded through the Planning and Community Development and Public Works budgets.

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

SUGGESTED MOTION:
Motion to approve Contract RFP 23-009EJ Organizational and Operational Assessment Services with Matrix Consulting Group, LTD.

ATTACHMENTS:
Matrix Consulting Group Contract

CONTRACT FOR ORGANIZATIONAL AND OPERATIONAL ASSESSMENT

THIS CONTRACT is made and entered into as of the _____ day of _____, 2023, by and between **THE CITY OF BRADENTON**, a Florida municipality, hereinafter referred to as the "City" and **Matrix Consulting Group, LTD.**, a California corporation authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City issued Request for Proposals #23-009EJ (the "RFP") to procure a qualified proposer to provide consulting services to conduct an organizational and operational assessment of the City's Public Works & Utilities Department and Planning & Development Department;

WHEREAS, Contractor was the successful proposer;

WHEREAS, the Parties desire to enter into a contract in accordance with the terms of the RFP; and

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:

A. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all necessary labor, services, materials, equipment, tools, consumables, and skills in accordance with the RFP, all addenda to the RFP, Contractor's response thereto, attached hereto and incorporated herein as Exhibit "A" and Contractor's Fee Comparison Proposal, attached hereto and incorporated herein as Exhibit "B" (collectively the "Scope of Work").

B. TERM

This Contract shall commence immediately upon execution by both the City and the Contractor. The term shall be for a period of one (1) year, with the option to renew for four (4) additional one (1) year periods, upon written mutual consent of the Parties.

C. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

1. The City shall pay the Contractor the total sum of One Hundred Thousand Eight Hundred Fort Dollars and Zero Cents ($100,840.00) (the "Contract Sum"). For services rendered hereunder and completed in accordance with the terms and conditions of the Agreement for an initial one (1) year term.

2. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

D. ADDITIONAL SERVICES

1. 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.

2. If the City requires the Contractor to perform additional services and if such services are not required as a result of error, omission or negligence of Contractor, then in such event the Contractor shall be entitled to additional compensation. 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. Any additional service or work performed before a written amendment to this Contract shall not be compensated by the City.

E. METHOD OF PAYMENT

Contractor shall submit an invoice monthly to the City for hourly work completed to date. The City shall pay invoices within thirty (30) days of receipt. Total payments shall be limited to the Contract Sum.

F. CONTRACTOR'S INSURANCE

Before performing any work pursuant to this Contract, Contractor shall procure and maintain, during the life of this Contract unless otherwise specified, insurance as specified in the RFP.

G. RESPONSIBILITIES OF THE CONTRACTOR

1. Contractor acknowledges that it is familiar with the requirements and specifications of the RFP, including any addenda, and that it will perform the services as required.

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

3. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of 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. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the City of Bradenton's Procurement Policies and Procedures if the contractor does not abide by the terms of this Section.

4. 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.

5. 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, upon prior written notice to the Contractor. Such records shall be retained for a minimum of three (3) years after completion of the services.

H. TIMELY PERFORMANCE OF CONTRACTOR

1. The timely performance and completion of the required services is of the essence and vitally important to the interest of the City.

2. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the information presented in the RFP. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified to and capable of performing their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

3. 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 in this Agreement, 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.

I. OBLIGATIONS OF CITY

1. City shall cooperate fully with Contractor in the performance of Contractor's obligations under this Contract.

2. City shall timely produce and complete accurate information necessary for the effectuation of the organizational review and operational review of the City's Public Works & Utility Department and the Planning & Community Development Department, at the request of Contractor. City further agrees to provide Contractor with notice of any material changes in City's organization and/or operations, or in any other material information provided under this Contract

J. TERMINATION

The City reserves the right to terminate the Contract in accordance with the terms of the RFP.

K. MISCELLANEOUS

1. This Contract and attachments constitute the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract.

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

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

4. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the City.

5. 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. 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 valid and binding on each party.

6. 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.

7. 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 of any cause of action arising out of the performance of this Contract.

8. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.

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

10. 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 Owner: 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 Contractor: Matrix Consulting Group, LTD.
Attn: Richard Brady, President
1650 S. Amphlett Blvd. Suite 213
San Mateo, CA, 94402
650-858-0507
Email: RBRADY@MATRIXCG.NET

IN WITNESS WHEREOF, the parties have executed the Contract as of the date last below written.

WITNESS:

Print Name: AARON BAGGARLY

Signed By:

Date: JULY 12, 2023

CONTRACTOR:

Print Name: RICHARD P. BRADY

Signed By:

Title: PRESIDENT

Date: 7-12-23

CITY OF BRADENTON

BY: _____
GENE BROWN
Mayor

DATE: _____

ATTEST:

BY: _____
TAMARA MELTON
City Clerk

Approved as to form:

BY: _____
SCOTT E. RUDACILLE
City Attorney

3921270v1

EXHIBIT A

RFP #23-009EJ, Addenda, and Contractor's Response



Request for Proposals (RFP)

RFP 23-009EJ

Organizational and Operational Assessment

Issued by the City of Bradenton Purchasing Department

Proposal submittals to be received by

May 2, 2023 by 2:30pm

<u>Pricing will be scored in this proposal</u>

EXHIBIT A

Date: March 24, 2023

Notice to Contractor/Vendors/Proposers

Request for Proposals (RFP)

The City of Bradenton, a political subdivision of Florida, will receive proposals from qualified individuals, corporations, partnerships and other legal entities authorized to do business in the State of Florida to provide

Organizational and Operational Assessment

The Due Date and Time for submission of Proposals in response to this RFP is **May 2, 2023 by 2:30pm.** Proposals must be submitted via Demandstar*. Submittals shall be clearly marked:

RFP No. 23-009EJ Organizational and Operational Assessment

Bid documents and technical specifications for this project are available from DemandStar* at (800) 711-1712 - www.demandstar.com . Vendors who obtain specifications and plans from sources other than DemandStar are cautioned that the bid package may be incomplete. The City may not accept incomplete bids. The City's official bidders list is obtained from DemandStar.

The deadline to submit all questions, inquiries, or requests concerning interpretations, clarification or additional information pertaining to the Request for Proposals is **April 20, 2023 by 5:00pm.**

Respondents are encouraged to communicate any questions regarding this RFP by the deadline stated above. Questions should be sent in writing via email to Erin.Jones@bradentonfl.gov Questions and answers will be communicated to all respondents by issuing an addendum posted to https://www.demandstar.com The City reserves the right to modify this schedule at any time.

Sincerely,

Erin Jones

Purchasing Manager

RFP # 23-009EJ

RFP TITLE: Organizational and Operational Assessment

1.0 PURPOSE

City of Bradenton, will receive proposals on the date indicated in DemandStar for the purpose of selecting a qualified Proposer to provide consulting services to conduct an organizational and operational assessment of the City's Public Works & Utilities Department and Planning & Development Department for an initial term of one (1) year with four (4) optional renewals. Proposers are required to comply with Part II, Scope of services.

2.0 PROPOSER

2.1 For the purpose of this RFP, the term "Proposer" is defined as the legal entity submitting a proposal.

2.2 Proposers intending to submit a bid as a joint venture with another company must provide documentation attesting to the formation of that joint venture with their submittal. For purposes of this solicitation, all vendors who make up the joint venture will be considered together as the Proposer**.**

3.0 QUALIFICATIONS

3.1 The Proposer must demonstrate experience providing consulting services for organizational assessment within the past seven (7) years.

3.2 Preferred Qualifications

3.2.1 At least one of the Proposer's key personnel listed in the proposal has one of the following:

3.2.1.1. Master's Degree in Public Administration

3.2.1.2. Management Consultant Certification

4.0 RFP SCHDEDULE

An anticipated schedule is provided below. This schedule is subject to change at any time. All public meeting will be posted on DemandStar and the City's web-page under the Government Calendar. Short-listed proposer should be prepared to attend presentation and/or interview either in person or virtually, at the City's discretion.

Evaluation Meeting	05/18/2023
Presentations by Short-Listed Proposers	05/31/2023
Notice of Recommended Award	06/02/2023
Contract Award	July 2023

5.0 PRE-PROPOSAL CONFERENCE

5.1 All conferences will take place at the time, date and location specified in DemandStar.

☒ No pre-proposal meeting is scheduled

5.2 Failure by a Proposer to attend a mandatory pre-proposal conference or site visit will result in their proposal being considered non-responsive.

5.3 When applicable, Proposers are advised to visit each location to familiarize themselves with all work areas. Failure to do so will in no manner relieve the Proposer from furnishing materials or services that may be required to carry out and complete the contract in accordance with the intent of the specifications listed here.

5.4 Questions asked at a pre-proposal conference will be formally answered via an addendum. Proposers shall not rely on oral communication.

6.0 SUBMITTAL INSTRUCTIONS

6.1 Proposal must be submitted electronically in DemandStar* eBidding no later than the bid end date specified in DemandStar. DemandStar will not accept any submittals past the due date and time. Proposals submitted by any other method will not be accepted. The City assumes no responsibility for any Proposals received after the bid end date. Late submittals will not be accepted.

6.2 Proposals submitted cannot be viewed by anyone other than the Proposer until the official bid opening occurs. Submitted proposals will be made public in accordance with Florida Public Record laws found in Chapter 119.071(b)2, Florida Statutes.

7.0 SUBMITTAL FORMS

7.1 **Electronic Forms** - The forms listed below are provided in Appendix A to this RFP. Failure to complete and submit any of the forms listed below with a submittal may cause a Proposer to be declared non-responsive.

7.1.1 **Response Form**

7.1.2 **Interest in Competitive Bid Form**

7.1.3 **Non-Collusive Form**

7.1.4 **Public Entity Crimes Form**

7.1.5 **Negligence or Breach of Contract Form**

7.1.6 **Drug Free Workplace Form**

7.1.7 **Certification Regarding Scrutinized Companies**

7.2 **Documents –** In addition to the forms listed above proposals must include the documents below. Failure to provide any of the below documents with a submittal my cause a Proposer to be deemed non-responsive.

7.2.1 **Letter of Interest –** Provide a single page Letter of Interest

7.2.2 **Resumes** of Key Personnel assigned roles in the proposed project. Indicate the role(s) each person will serve and ensure resumes demonstrate related experience or projects.

7.2.3 **Experience**

Provide a brief history of the firm, including number of years in business, pertinent capabilities and evidence and resources necessary to successfully provide the services requested.

7.2.4 **Customer List**

Provide a complete list of customers who have been provided services, in the last seven (7) years, similar to the scope of services described in this RFP. At a minimum, customer list should include customer name, brief description of services provided, contract start and end dates, dollar value of contract, name, email, and telephone number of a contact person who can verify information.

7.2.5 **Project Approach**

Provide a detailed project approach, including the proposed strategy for providing the services requested. Anticipated resources, including staffing levels, technology and equipment should be provided**.**

7.2.6 **Schedule/Timeline**

Prove a graphical representation of the proposed schedule/timeline indicating major milestones and deliverables**.**

7.2.7 **Compensation**

Provide proposed compensation using the method or methods check below:

☒ Provide a total cost associated with the scope of services. Total costs should be provided for each year, including renewals. Compensation methods shall include hourly rated and detail all expenses costs for all anticipated services.

8.0 EVALUATION

8.1 All timely responses meeting the criteria set forth in this RFP shall be considered by the City.

8.2 Prior to scoring the proposals, the Evaluation Committee will determine if presentations are required. The number of Proposers to be short-listed for presentations will be determined prior to scoring.

8.3 Proposals will be evaluated in accordance with the scoring and evaluation criteria listed in Section 9.0 of this solicitations.

8.3.1 If presentations are not requested, the Committee will recommend the highest scoring Proposer for award.

8.3.2 If presentations are requested, the Committee will rank the short-listed Proposers, at the second evaluation meeting, and recommend the first ranked Proposer for award.

9.0 SCORING AND EVALUTION CRITERIA

9.1 Proposals will be evaluated based on price, quality and service, using the evaluation criteria below. Only whole numbers are to be used by the Evaluation Committee when scoring proposals.

CRITERIA	DESCRIPTION	DOCUMENT SECTION	MAXIMUM POINTS
QUALIFICATIONS, CAPABILITIES, AND DEMONSTRATED EXPERIENCE	Experience and qualifications of the Proposer. Experience and qualifications of the professional personnel assigned to the Project Team. Past performance providing similar scopes of services.	7.2.1 7.2.2 7.2.3 7.2.4	35
PROJECT APPROACH	Completeness and clarity of the Proposer's approach to providing the proposed scope. Ability of the proposed approach to accomplish the City's objectives.	7.2.5 7.2.6	35
COMPENSATION	Proposed Fees	7.2.7	30
MAXIMUM TOTAL POINTS			**100**

10.0 AWARD

10.1 It is the intent of the City to award up to two (2) contracts to the Proposers who, in the sole opinion of the City are most qualified to perform the scope of services required.

10.2 The successful Proposal shall be required to submit proof of licenses or certifications as required by the City.

11.0 CHANGES IN PROJECT TEAM

Any changes in the project team of a short-listed firm should be brought to the attention of the City as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted for an original project team member, must be submitted, prior to oral presentations, to the Procurement Analyst identified of the Solicitation Summary.

1. OVERVIEW

The selected Consultant shall perform a comprehensive organizational and operational analysis of the City's Public Works & Utility Department and the Planning & Community Development Department. All current positions are provided in Attachment A – Public Works & Utility Department Current Positions and Attachment B – Planning & Community Development Department Current Positions, attached to and incorporated herein. The Consultant shall perform, but not limited to, the following services.

2. SCOPE OF WORK

2.1 Organizational Review

2.1.1 Conduct an examination of the City of Bradenton's organizational structure and functions.

2.1.2 Review the current organizational structure of the department and identify gaps and/or duplications of services, as well as efficiencies to be gained.

2.1.3 Evaluate current organization and management structure including job designs and staffing levels.

2.1.4 Identify current supervisory ratios and based on industry best practices and organizational needs, develop recommendations for appropriate supervisory ratios.

2.1.5 Asses the system and resources allocated to the department, with regard to the operational requirements and objectives that have been assigned to the department.

2.2 Operational Review

2.2.1 Review City of Bradenton's operational functions and workflow process for each area.

2.2.2 Review City of Bradenton's operating procedures and systems, and allocated resources, to determine the most cost-effective and strategic way to structure the department and its divisions to meet current and future needs.

2.2.3 Consider other stakeholder partnerships that exist or could be created within other City departments, the community or in the private sector.

2.2.4 Compare the overall department organizational structure including a detailed review of the department's operating procedures and systems, and allocated resources for similar departments in other local governments comparable to the City of Bradenton.

3. DELIVERABLES

3.1 Recommend appropriate levels of supervision/management to ensure ongoing delivery of the City of Bradenton's services.

3.2 Identify staffing requirements, both current and future.

3.3 Identify best practices and performance measures that should be adopted.

3.4 Identify opportunities for intergovernmental collaboration and communication.

3.5 Conduct a comparative survey for Planning and Building Services' fees.

3.6 Evaluate the efficiency of all department operations relating to staffing, workload

distribution, supervisory structure, allocation of resources, scheduling and productivity.

3.7 Provide assessment of organizational structure and functional area responsibilities with regards to it compatibility of delivering responsive and efficient services.

3.8 Report on the feasibility to consolidate operations within the City of Bradenton or to transfer any operation to other City Departments.

3.9 Provide a summary of recommendations regarding improvement opportunities, increased effectiveness of the operation, modifications to the process or changes in job design or structure.

3.10 Upon completion of analysis the Consultant shall provide a draft report for review by the City. Final report shall include, for each item and objective, a series of prioritized options and recommendations in measured levels or importance.

1. SUBJECT TO THESE TERMS

All Offers submitted are subject to the terms and conditions specified herein (the "Terms and Conditions"). Offers which do not comply with these conditions are subject to rejection. These Terms and Conditions are subject to the order of precedents set forth in Section 3 below.

2. DEFINITIONS

2.1. *City* shall mean City of Bradenton

2.2. *Offer* shall mean the response submitted by an offeror to the City's solicitations

2.3. *Offeror* shall mean the legal entity or individual submitting an Offer to the City in response to a solicitation. Offeror may also be referred to in solicitation documents as bidder, consultant, firm proposer, vendor or contractor.

2.4. *Solicitation* shall mean a document or documents released by the City of Bradenton for the purpose of obtaining goods or services. Solicitation shall be considered the same as an Invitation to Bid (ITB), Request for Proposal (RFP) or any other title designated by the City to solicit goods or services.

2.5. *Evaluation Committee* shall mean those individuals approved by the City Administrator, or designee, to evaluate Offers.

3. ORDER OF PRECEDENTS

3.1 If a conflict arises between these "Terms and Conditions", the following ORDER OF PRECEDENTS will apply:

3.1.1 Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services"

3.1.2 City of Bradenton Procurement Code and Ordinances

3.1.3 Special Conditions and Supplemental Instructions

3.1.4 Detailed Scope of Work

3.1.5 These Terms and Conditions

4. AVAILABILITY OF DOCUMENTS

4.1. All documentation related to the Solicitation shall be available through DemandStar at www.demandstar.com.

4.2. It is solely the responsibility of each Offeror to ensure they have obtained current copies of all documents issued by the City in relation to any Solicitation.

4.3. Only documents obtained directly from DemandStar (www.demandstar.com) are official versions. Offerors who rely on any other sources for such documents, do so at their own risk.

5. CLARIFICATION & ADDENDA

5.1. Any inquires, suggestions or requests concerning interpretations, clarification or additional information pertaining to the Solicitation shall be made in writing, submitted and received by the City's Purchasing Division at least eight (8) calendar days prior to the date when Offers are due.

5.2. The posting of an addendum in DemandStar is the only official method whereby interpretations, clarifications or additional information will be provided. It shall be the responsibility of each Offeror, to visit DemandStar and determine if addend were issued and to make sure any such addenda are a

part of the Offer.

5.3. The City shall not be responsible for oral interpretations or representations made by City employees, representatives or third parties. Any questions raised at a pre-solicitation meeting will be formally answered in an addendum and posted on DemandStar.

5.4. By submitting an Offer, Offerors acknowledge receipt of any and all issues addenda, and agree to the provisions of each.

6. GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in the Solicitation prior to delivery, it shall be the responsibility of the Offeror to immediately notify the Purchasing Division in writing, indicating in such notice the specific regulation requiring an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the resulting contract at no further expense to the City

7. PUBLIC MEETINGS

Notice of any public meeting pertaining to the Solicitation shall be posted on the City calendar.

8. RESPONSIVENESS TO SOLICITATION REQUIREMENTS

8.1. To be responsive, an Offeror shall submit an Offer that conforms in all material respects to the requirements set forth in the Solicitation.

8.2. Failure to submit the required forms and information in the manner specified may result in the Offer being found non-responsive, at the sole discretion of the City.

8.3. Offerors are required to submit pricing on forms supplied by the City. Offers, may be deemed non-responsive if required forms are not used and duly sign by an authorized representative of the Offeror.

8.4. The City objects to and shall not consider any additional terms or conditions submitted by an Offeror, including any appearing in documents attached as part of the Offer, that are inconsistent with these Terms and Conditions. In submitting an Offer, Offeror agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the Terms and Conditions, including those specifying information that must be submitted with an Offer, shall be ground for rejecting an Offer.

9. QUALITY GUARANTEE

9.1. Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by any resulting contract shall be new and of the most suitable grade for the purpose intended.

9.2. If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this solicitation, the Offeror shall pick up the product of the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgement, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the Offeror shall refund the City any money which has been paid for same.

10. RESPONSIBILITY

10.1. To be responsible an Offeror shall have the demonstrated capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will ensure good faith performance. The City reserves the right to make such investigations as it deems necessary to determine the ability of any Offeror to deliver the goods or services requested in accordance with the Solicitation documents to City's satisfactions within the prescribed time.

10.2. The Offeror shall provide information the City deems necessary to make this determination. Such information may include, but not limited to: project references, current financial statements, projected project schedule(s), verification of availability of equipment and personnel, evidence of authority to conduct business in the jurisdiction where services are being provided, and past performance records.

10.3. The City may review any scope of work with an Offeror before accepting the offer. Before award of a resulting contract, the Offeror shall furnish to the City an analysis of its prices, if requested to do so.

11. PROPOSAL DELIVERY AND SUBMISSION REQUIREMENTS

11.1. All documentation related to the Solicitation shall be available through DemandStar at www.demandstar.com.

11.2. Trade Secrets – To the extent Offeror desires to maintain the confidentiality of materials deemed "trade secrets" pursuant to Florida law, such material must be segregated from the portions of the Offer that are not being declared as "trade secrets." In addition, Offeror shall cite, for each trade secret being claimed on each relevant page, the Florida Statute which supports the designation. Further, Offeror shall offer a brief written explanation as to why information claimed as trade secret fits the cited statute number.

11.3. RFP Opening

11.3.1. To the extent required by law, the opening of the Offers shall be publicly opened on the date and at the time specified on the Solicitation. It is the Offeror's responsibility to assure that the Offer is delivered at the proper time and place for the opening. Offers, which for any reason are not so delivered, will not be considered. Offers by fax or telephone are not acceptable. An Offer may not be altered after the opening of the Offers.

11.3.2. All Offer documents shall be submitted in writing, signed by the Offeror or the Offeror's duly authorized agent, and shall be submitted as instructed on page one prior to the date and time scheduled for the opening of Offers.

11.3.3. The Purchasing Manager, or designee, shall publicly open, in the presence of a witness, all Offers at the time and place specified in the Solicitation.

11.4. An Offeror may withdraw an Offer any time prior to the opening of the Solicitation. After Solicitations are closed, but prior to award of the contract by the City Council or City Administrator, the City Administrator, or designee, may allow the withdrawal of an Offer because of the mistake of the Offeror in the preparation of the Offer. In such circumstance, the decision of the City Administrator, or designee, to allow the Offer withdrawal, although discretionary, shall be based upon a finding that the Offeror, by clear and convincing evidence, has met each the following four conditions:

11.4.1. The Offeror acted in good faith in submitting the Offer,

11.4.2. The mistake in the preparation of the Offer was of such magnitude that to enforce compliance by the Offeror would cause a severe hardship on the Offeror,

11.4.3. The mistake was not the result of gross negligence or willful inattention by the Offeror; and

11.4.4. The mistake was discovered and was communicated to the City prior to the City Council or City Administrator formally awarding the resulting contract.

12. SOLICITATION EXPENSES

Offeror shall bear all costs and expenses incurred in developing, preparing, and submitting an Offer. This includes any expense related to demonstrations or the providing of sample materials or items requested by the City.

13. IRREVOCABLE OFFER

As indicated above, any Offer may be withdrawn until the date and time set for opening of the Offers. All withdrawals must be requested in writing via email or letter. Any Offer not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one-hundred and twenty (120) days, unless specifically provided by the Solicitation, in which event that time period will prevail.

14. TIE BREAKING

14.1. ITB Tie Breaking Procedures

14.1.1. When two or more Offers for goods or services are determined to be equal with respect to price, quality and service, the Offer received from the business that certifies it has implemented a drug-free workplace program pursuant to Section 287.087; Florida Statutes, shall be given preference in the award process. If all of the tied Offerors have certified that they are drug-free workplaces, award shall be determined by coin toss conducted by the Purchasing Manager before at least one witness.

14.2. RFP Tie Breaking Procedures

14.2.1. In the event of any tie (in the ranking criteria) the following may take effect:

14.2.2. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

14.2.3. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings and both Offerors have certified it has implemented a drug-work place program pursuant to Section 287.087; Florida Statutes, award shall be determined by a coin toss conducted by the Purchasing Manager before at least one witness.

15. INSURANCE

Before performing any services, awarded Offeror shall procure and maintain, during the life of the resulting contract, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the City and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII."

The City, its officers, agents, and employees, shall be named as additional insureds on all policies required (excluding worker's compensation). No changes may be made to these specifications without specific prior written approval of the City. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

Workers' Compensation/Employers Liability:

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Agreement which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

Commercial General Liability.

The limits are to be applicable only to services performed under the Agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida shall be specifically named as additional insured on the Commercial General Liability Policy.

Business Auto Policy

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

ADDITIONAL OR OPTIONAL INSURANCE (Depends on project requirements.)

Umbrella Liability

N/A unless being used to meet underlying coverage requirements.

Liquor Liability

All awarded Offerors serving alcohol as part of the scope of the Solicitation will be required to obtain Liquor Liability insurance.

Miscellaneous Insurance

All other types of insurance as required by the scope of work or specifications.

Professional Liability

If applicable, in the minimum amount of $1,000,000.

Hazardous Material

If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out a resulting contract, no further work is to be performed in the area of the hazardous materials until the Project Manager and City's Risk Management Department has been consulted as to the potential need to procure and maintain any or all of the following coverage through a change order to the project.

Contractor/vendor's Pollution Liability

For sudden and gradual occurrences in the amount no less than $1,000,000 per claim and $2,000,000 in the aggregate arising out of work performed under a resulting contract including, but not limited to, all hazardous materials identified under a resulting contract.

Asbestos Liability

For sudden and gradual occurrences in the amount no less than $1,000,000 per claim and $2,000,000 in the aggregate arising out of work performed under a resulting contract.

Disposal

When applicable, the awarded Offeror shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than $1,000,000 per claim and $2,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than $1,000,000 per claim and $2,000,000 in the aggregate.

Hazardous Waste Transportation

When applicable, the awarded Offeror shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance and Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than $2,000,000 annual aggregate and provide valid EPA identification number.

The Certificates of Insurance (COI) shall clearly state the hazardous materials exposure work being performed under this Agreement.

Builder's Risk

When applicable, special form coverage shall include, but not be limited to:

a. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to a resulting contract;

b. Theft coverage;

c. Waiver of Occupancy clause endorsement;

d. Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;

e. Maximum deductible clause of $50,000 each claim.

Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Agreement. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Agreement, including any warranty periods.

Complete Policies:

The entire and complete insurance policies required herein shall be provided to the City on request. If the initial insurance expires prior to the completion of services by the awarded Offeror, renewal certificates of insurance and required copies of policies shall be furnished by the awarded Offeror and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the City in connection with any claim against the awarded Offeror for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the awarded Offeror or its sureties to the City, or to any workers, suppliers, material men or employees in relation to the resulting contract.

By way of its execution of the resulting contract, awarded Offeror:

a. Represents that awarded Offeror maintains, and will maintain during the term of the resulting contract, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the City; and
b. Agrees that insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of the awarded Offeror to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting contract, which may result in immediate termination.

Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

a. The certificate holder shall be:
   The City of Bradenton, A political subdivision of the State of Florida
   101 Old Main Street
   Bradenton, FL 34205-7865
   Reference: RFP 23-009EJ

b. Certificate shall be mailed to:
   The City of Bradenton
   101 Main Street
   Bradenton, FL 34205

   Attn: Erin Jones

16. SUNBIZ

All Offerors shall be registered under the State of Florida to perform the services required in the Solicitation. Registration Certificate to be provided by the Florida Department of State, Division of Corporations, establishing an Offeror as eligible to conduct business in the State of Florida. Please refer to website: www.sunbiz.org.

17. RESERVED RIGHTS

17.1 The City reserves the right to accept or reject any or all Offers, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request clarifications or additional information from Offerors.

17.2 The City reserves the right to accept all or any part of the Offer and to increase or decrease quantities to meet additional or reduced requirements of the City.

17.3 Any sole Offer received by the submission date may or may not be rejected by the City Administrator or designee. In the event the City rejects the sole Offer, it may elect to negotiate with any responsible provider.

17.4 The City Administrator or designee, reserves the right to cancel a Solicitation at any time and to cancel any recommended award or recommended contract at any time prior to execution.

17.5 Offerors are advised that any person, firm, or other party to whom they propose to award a subcontract must meet all minimum qualifications as stated in the Specifications.

17.6 Unless otherwise stated in the Solicitation, any resulting contract resulting from the Solicitation are non-exclusive. The City reserves the right, in its sole opinion, to purchase goods or services listed in the Solicitation through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City's Procurement Code. The City reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

17.7 The City reserves the right to correct formula errors on forms provided by the City for use by the Offeror.

17.8 After award of the Solicitation, the City reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At contract renewal time(s) or in the event of significant industry wide market changes, the City may negotiate justified adjustments such as price, terms, etc., to this contract when the City, in its sole judgment, considers such adjustments to be in the best interest of the City. The City may or may not require the prospective Offeror to participate in negotiations and to submit additional technical information or other revisions to their Offer as may result from the negotiations.

17.9 If a resulting contract is terminated, the City reserves the right to go to the next lowest responsive Offeror with the balance of the resulting contract, unless otherwise stated in the Solicitation.

17.10 The City reserves the right to refuse to award to any Offeror based upon prior contractual relationships between that Offeror, or a substantially related person or entity, and the City. This shall include, but is not limited to, situations in which the Offeror or, a substantially related person or entity, has had its contractual relationship with the City terminated or issued notice of default within three (3) years of the date of the issuance of the Solicitation.

17.11 Any awarded Offeror or subcontractor that will have access to City facilities or property may be required to be screened to a level that may include but is not limited to; fingerprints, statewide criminal and juvenile records check. There may be fees associated with these procedures. These costs are the responsibility of the Consultant or subcontractor.

18. <u>CONTACT WITH CITY STAFF</u>

18.1 After the issuance of the Solicitation, prospective Offerors or any agent, representative or person

acting at the required of such Offer shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent, or employee of the City, including members of the Evaluation Committee, other than the Purchasing Manager or Purchasing Analyst named in the Solicitation. Failure to comply with this provision may result in the disqualification of the Offer, at the option of the City.

18.2 This prohibition begins with the issuance of any solicitation and ends upon issuance of a purchase order or execution of a resulting contract, whichever comes first, or upon cancellation of the solicitation. Violation of this prohibition may result in the Offeror being considered non-responsible.

18.3 Notwithstanding the forgoing, during the negotiation period, Offeror may communicate with those members of the City staff, consultants, or third parties designated by the City.

19. COLLUSION

19.1 By submitting an Offer to a Solicitation, the Offeror certifies that it has not divulged to, discussed or compared its offer with other Offerors and has not colluded with any other Offeror or parties to the Offer whatsoever.

19.2 An offer may be disqualified if an offeror submits more than one Offer or if there is evidence of collusion.

20. RESULTING CONTRACT

20.1 Any resulting contract may, at the sole discretion of the City, contain provisions that differ from the terms of the Solicitation.

20.2 The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

20.3 In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City Manager may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

21. APPLICABLE LAWS

21.1 Prior to entering into a resulting contract with the City, an Offeror must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with Offer, but is not required.

21.2 Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all Offers received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting an Offer hereto and the City, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any Offeror shall not constitute a cognizable defense against the legal effect thereof. This includes and revisions or as amended thereof. Any involvement with the City shall be in accordance with but not limited to:

21.2.1 City Administrative Regulation andOrdinances
City of Bradenton Procurement Ordinance 2-237

21.2.2 Florida State Statues

21.2.1 Chapter 287, Florida Statutes, Procurement of Personal Property and Services.

21.2.2 Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed Offers received by the City. **Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the**

Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after Offer opening whichever is earlier.

21.3 It shall be the responsibility of the Offeror to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply. The Offer shall have and must provide all applicable insurance, permits, licenses, etc. which may be required by federal, state, or local law as requested by the City. The awarded Offeror shall be required to submit proof of all licenses and/or certifications required by the City upon request.

22. CONTRACT FORMS

22.1 Any agreement, contract, or Purchase Order resulting from the acceptance of an offer shall be on forms either supplied by or approved by the City.

22.2 Any amendments to the resulting contract shall require the formal written approval of both parties.

23. TAXES

The City does not pay Federal Excise and State Taxes on direct purchases of tangible personal property or services. The exemption number will be provided to the contract holder upon issuance of a purchase order. This exemption does not apply to tangible personal property purchased by awarded Offeror for their use in the performance of a resulting contract based on the Solicitation. Nothing herein shall affect the Offeror's normal tax liability. The City reserves the right, at the City's sole option, to issue Direct Purchase Orders for applicable supplies and equipment to be utilized in this project or service.

24. ERRORS AND OMMISSIONS

24.1 In the event of multiplication/addition error(s), the unit rate shall prevail. Written prices shall prevail over figures where applicable. All Offers shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

24.2 Approval by City of the awarded Offeror's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the awarded Offeror for the accuracy and competency of the awarded Offeror's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the City of the awarded Offeror's work product shall not be deemed to be an assumption of acceptance of drawings, specifications or other documents prepared by the awarded Offeror for the project. After acceptance of the final plans by the City, the awarded Offeror agrees, prior to and during the construction of the project, to perform such awarded Offeror services, at no additional cost to the City, as may be required by the City to correct errors or omissions on the plans prepared by the awarded Offeror r pertaining to the project.

25. TRUTH-IN-NEGOTIATION COVENANTS

Florida Statute 287.055 requires for any lump-sum or cost plus a fixed fee professional service contract over the threshold amount provided in Florida Statute 287.017 for category four, that the agency (City) shall require the firm receiving the award to execute a Truth-In-Negotiation certificate stating the wage rates and other factual unit costs supporting the compensations are accurate, complete, and current at the time of contracting. Any professional service contract, under which such a certificate is required, shall contain a provision that the original contract price and any additional costs thereto shall be adjusted to exclude any significant service by which the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

26. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit an Offer to provide any good or services to a public entity; may not submit an Offer with a public entity for the construction or repair of a public building or public work; may not submit an Offer to lease real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

27. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

27.1 In accordance with Florida State Civil Rights Act of 1992.

27.2 An entity or affiliate who has been placed on the **State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com.)** may not submit an Offer to provide goods or services to a public entity, may not submit an Offer with a public entity for the construction or repair of a public building or public work, may not submit an Offer on leases of real property to a public entity, may not award or perform work as a contractor, vendor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

27.3 The general purposes of the Florida Civil Rights Act of 1992 are to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.

27.4 It is the policy of the City to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on- the-job training.

28. ROYALTIES AND PATENTS

The Offeror shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Offerors shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the City harmless from loss on account thereof, including costs and attorney's fees.

29. PURCHASING COOPERATIVE

It is the intent of the Solicitation to include requirements and to obtain Offers on behalf of the City of Bradenton and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from the Solicitation. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. The City will not be financially responsible for the purchases of other entities from this solicitation.

30. SHIPPING/DELIVERY

The price shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified, shall be **FOB-Destination**.

31. FUNDING

31.1 The Solicitation is subject to the appropriation of funds in an amount sufficient to allow continuation of the City's performance in accordance with the terms and conditions of this Solicitation. The City shall provide prompt written notice to the awarded Offeror that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of the Solicitation, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the Solicitation.

31.2 For any Solicitation involving the Department of Transportation, the City ***will not reveal engineering estimates or budget amounts for a project*** unless required by grant funding or unless it is in the best interest of the City. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

32. SUBCONTRACTING

32.1 Offeror shall obtain prior written approval of subcontractors and the work they will perform as stated in the scope of work. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the Offeror.

32.2 Offeror shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. Offeror shall be solely responsible for the means, methods, techniques, sequences and procedures. All work performed for Offeror by a subcontractor or supplier will be pursuant to an appropriate agreement between Offeror and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of the contract documents for the benefit of City. Offeror shall be fully responsible to the for all acts and omissions of the subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work just as Offeror is responsible for Offer's own acts and omissions.

33. TRAVEL EXPENSE

Travel expenses shall not be reimbursed by the City, unless specifically authorized in the Solicitation.

34. PUBLIC RECORDS

Offeror acknowledges that all information contained within its offer is a public record, as defined in Chapter 119, "Public Records", of the Florida Statutes. No information should be labeled confidential unless exempted under said laws. The awarded Offeror may be subject to the provisions of Chapter 119, Florida Statutes, and resulting contract will contain required provisions from Chapter 119.0701.

35. CHANGES (IF APPLICABLE)

35.1 Increases in the scope of work that require a change in time and/or pricing will be submitted as follows:

35.1.1 The City may authorize minor variations from the requirements of the contract documents which do not involve an adjustment in the contract/task order price or the contract/task order time and are consistent with the overall intent of the contract/task order documents.

35.1.2 Continuing services contract that are being completed through a task order will require

supplemental agreements. This will include the submittal of an explanation of the additional scope and cost. This will include clarification of the scope of work and schedule. Adjustments to price or time of the task order will be submitted in a proposal format. This additional scope must be similar in nature to the original task order. The total cost of the task ordercannot exceed $200,000.00. Further, construction cost cannot exceed $2,000,000.

35.1.3 Project specific contracts will require a supplement or amendment to the contract that must be approved by the City Council.

35.2 The City reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the City. Compensation for changes in quantities shall be at the rates for the specific item of workwith no additional charges allowed for the change in quantity. All rates for services of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit pricing.

35.3 A change in quantities whether greater than or lower than the original contract quantity shall be treated as if the new quantity was part of the original quantity of work with respect to unitvalue. Upon approval of changed quantities the quantities shall be adjusted on the task order or contract to reflect the new total quantity of each item. Each proposal for change order shall list both the reduction in quantity of deleted scope and increased quantity of addedscope.

35.4 Changes in contract/task order time must be justified to included but not limited to:

35.4.1 Owner changes toscope.

35.4.2 Additional scope discovered during BODR or preliminary design.

35.4.3 Failure on the City's behalf to review scope or plans in a timely manner.

35.4.4 Delays by others, such as utility companies, may not necessarily be compensated by theCity and the contractor may need to seek compensation from the third party for the delay.

36. INVOICING

All invoices must contain the purchase order number, required identification information, and reflect the contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the awarded Offeror for correction and resubmission. The awarded Offeror shall not perform any service or provide products until they have been issued an approved purchase order.

37. TIME EXTENSION AND CONTINUATION OF WORK

37.1 Time Extension

37.1.1 The City may extend a resulting contract up to one hundred eighty (180) days beyond the expiration date of the resulting contract. The rates in effect on the last day of the resulting contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

37.2 Continuation ofWork

37.2.1 Any work that commences prior to and will extend beyond the expiration date of the resulting contract period shall, unless terminated by mutual written agreement between the City and the awarded Offeror, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

38. RIGHT TO AUDIT

The awarded Offeror shall maintain such financial records and other records as may be prescribed by the City of Bradenton or by applicable federal and state laws, rules, and regulations. The Offeror shall retain these records for a period of five (5) years after final payment, or until they are audited by the City of Bradenton, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five (5) year period for examination, transcription, and audit by the City of Bradenton, its designees or other authorized bodies.

39. E – VERIFY

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. The Offeror hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Offeror further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the resulting contract. The Offeror 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 the resulting contract. If the Offeror has a contract terminated by a public employer for any such violation during the term of the resulting contract, it shall provide immediate notice thereof to the City.

40. CONTRACT ADMINISTRATION AND SITE REVIEW

40.1 The Offeror shall carefully examine the site of the work and the Solicitation documents for the work contemplated, and it will be assumed that the Offeror has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the Solicitation documents. The Offeror shall inform themselves fully of the conditions under which the work is to be performed in relation to construction, services, commodities and labor conditions. Failure to do so will not relieve an awarded Offeror of their obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work or deliver the requested product or service for the consideration set forth in their Offer. Resulting contracts may have more than one department or entity participating. Each participant will issue its individual purchase order and will be billed separately.

40.2 Ownership of Documents

All plans, specifications, repots, and any other documents developed under any contract resulting from this solicitation shall become the property of the City of Bradenton and may not be re-used by the Offeror without the City's permission. This includes any electronic versions, such as CAD or other computer aided drafting programs.

40.3. Notice to Proceed (NTP) and Pre-Construction/Kickoff Meetings

40.3.1. **Single Project**

All single (one time bid or RFP) projects will have a Notice to Proceed (NTP) issued by the Purchasing Division before a purchase order can be issued. The NTP letter will be dated the same date as the pre-construction or kickoff meeting. The date of the NTP letter and the Date in which work is to start can be no more than 30 days, unless otherwise approved by the Purchasing Manager, or designee.

40.3.2. **Continuing Services**

A continuing service contract with a task order $50,000.00 or less will use the purchase

order as the NTP. The date of the purchase order will be the project start date. The number of days to complete the project or the project final completion date must be annotated on the purchase order. For a task order over $50,000.00 a formal NTP must be issued by the Purchasing Division.

40.4. Work Progress and Delays

The City Administrator shall be entitled at all times to be advised in writing, at their request, as to the status of work being done by the successful Offeror and the details thereof. In the event the successful Offeror cannot satisfy the deadline specified in the project schedule, then it shall notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event the cause of the delay is due to delay by City or regulatory agencies as to the approval of any plans or permits submitted by the successful proposer, when such delay will result in an overall delay of the project completion date, the City Administrator shall grant to the successful Offeror, in writing, an extension of the agreement time equal to the as aforementioned delays. The City Administrator shall be solely responsible for determining whether any extension of time should be awarded to the successful proposer.

41. TERMINATION OF CONTRACT

The City reserves the right to terminate any contract, at any time, with or without cause.

41.1 Termination for Default

Awarded Offeror acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth in the resulting contract, are material inducements to City entering into the resulting contract. Should awarded Offeror fail to perform any of the conditions, covenants and requirements of its part to be kept, the City Administrator, or designee, shall give written notice thereof to awarded Offeror specifying those acts to things which must occur in order to cure said default. Provided, however, if awarded Offeror makes a good faith effort by taking steps to substantially cure the default, the City Administrator, or designee may grant awarded Offeror additional time to cure such default as he/she deems warranted in his/her sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the City Administrator, or designee, may terminate the resulting contract, by written notice of termination, said notice specifying the time and date of termination.

41.2. Termination for Convenience

The performance of work under the resulting contract may be terminated by the City Administrator, or designee, in whole or in part whenever the City Administrator, or designee, determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the awarded Offeror of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the resulting contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the awarded Offeror shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

41.3 Payment and Ownership of Documents upon Termination

In the event of termination of the resulting contract, the awarded Offeror shall cease work and shall deliver to the City all documents including reports and all other data, materials prepared or obtained, by the vendor in connection with the project, including all documents bearing the professional

certification. The awarded Offeror shall reimburse the City for any stored items that the City has previously purchased. City shall upon delivery of the aforesaid documents, pay the awarded Offeror as full payment for its services hereunder, a sum of money equal to the percentage of the work done by awarded Offeror and accepted as satisfactory by the City.

41.4 Waiver

Failure of the City to take any action with respect to any breach of any term, covenant or condition contained in the agreement, or any instance of default thereunder by the awarded Offeror, should not be deemed to be a waiver of any default or breach by the City.

42. INDEMNIFICATION

42.1 For all awarded contracts other than for construction services and design professional services as defined in Section 725.06(2) and Section 725.08(1), Florida Statute respectively, the following indemnification requirements apply:

The awarded Offeror 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 awarded Offeror arising out of or in any way connected with the awarded Offeror or subcontractor's performance or failure to perform under the terms of any resulting contract results from the Solicitation.

42.2 For construction services, the following indemnification requirements apply:

Pursuant to Section 725.06(2), Florida Statutes, the awarded Offeror shall indemnify and hold harmless the City from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees to the extend caused by the negligence, recklessness or intentional wrongful misconduct of the awarded Offeror and persons employed or utilized by the awarded Offeror in the performance of a resulting contract.

42.3 For design professional services, as defined by Section 725.08(1), Florida Statutes, the following indemnification requirements apply:

Pursuant to Section 725.08(1), Florida Statutes the awarded Offeror shall indemnify and hold harmless the City from liabilities, damages, losses, and costs including but not limited to, reasonable attorney's fees, to the extend caused by the negligence, recklessness, or intentionally wrongful conduct of the awarded Offeror and other persons employed or utilized by the awarded Offeror in the performance of a resulting contract.

43. PRICES, TERMS, AND PAYMENTS

43.1 Mistakes

Offerors are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk in case of mistake in extension; the unit price will govern.

43.2 Invoicing and Payment

Offers shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods or services, less deductions if any, as provided. Invoices shall contain the contract number, purchase order and the awarded Offeror's Federal Employer Identification Number. An original copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

43.3 Payments Based on Percentage Markup

Contracts or task orders that are awarded and which include or provide for a percentage markup on goods or services purchased will require the awarded Offeror to submit the wholesale invoice with the invoice and which include or provide a list of goods or services purchased in order to verify the correct markup percentage was applied.

43.4 Additional Quantities-Lump Sum and Unit Pricing Contracts

The City and awarded Offeror may add additional work items to the contract at any time, provided a fair and reasonable not to exceed, lump sum or unit cost can be agreed upon by both parties unless otherwise specified in the specifications or scope of work.

43.5 Additional Scope of Work

The City may unilaterally require, by written order, changes altering, adding to, or deducting from the resulting contract specifications, provided that such changes are within the general scope of the contract. The City may make an equitable adjustment in the resulting contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the awarded Offeror, which shall not be unreasonably withheld. If unusual quantity requirements arise, the City may solicit separate solicitations to satisfy them.

43.6 Additional Terms and Conditions

Additional Terms and Conditions may be listed in the items in the Solicitation otherwise no additional terms and conditions included with the Offer shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are applicable to the Solicitation. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general special conditions in the Solicitation are the only conditions applicable to the Solicitation and the Offeror's authorized signature affixed to the Solicitation form attest to this.

43.7 Advertising

In submitting an Offer, Offeror agrees not to use the results there from as a part of any commercial advertising.

43.8 Assignment

Any purchase order issued pursuant to the Solicitation invitation and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.

44. INSPECTION, ACCEPTANCE AND TITLE

44.1 Inspections and acceptance will be at destination unless otherwise provided. Title and risk of loss damage to all items shall be the responsibility of the awarded Offeror until accepted by the City, unless loss or damage results from negligence by the ordering agency. The awarded Offeror shall be responsible for filing, processing and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the City will:

44.1.1 Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

44.1.2 Report damage (visible and concealed) to carrier and awarded Offeror, confirming such reports in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.

44.1.3 Retain the item and its shipping container, including inner packing material, until the carrier

and disposition given by the awarded Offeror performinspection.

44.1.4 Provide the awarded Offeror with a copy of the carrier's Bill of Lading and damage inspection report.

44.1.5 The awarded Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without the prior written consent of the City Administrator, or designee.

44.1.6 All remedies therein before and therein conferred on the City shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

45. COMPLETION OF WORK OR PROJECT

The awarded Offeror will complete all work or services for the contract price and within the contract time of number of calendar days specified per approved work order/purchase order for all work (except warranty items) in accordance with the contract documents. The number of completion days may be specified in the scope of work, specifications or the Solicitation form. For continuing services contract all task orders will be complete within thirty (30) days of the date the purchase order is approved or by the date and/or number days specified in the task order scope. The estimated completion days or date may also be documented on the purchase order.

46. SCRUTINIZED COMPANIES

46.1 Section 287.135, Florida Statutes prohibits a company from submitting an Offer on, or entering into or renewing a resulting contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuantto Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from submitting an Offer, or entering into or renewing a resulting contract for goods or services of $1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

46.2 At the time a company submits an Offer or before the company enters into or renews a resulting contract with an agency or governmental entity for goods or services of $1,000,000.00 ormore, the company must certify that the company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List or is engaged in business operations in Cuba or Syria.

47. GOVERNING LAW AND VENUE.

The Solicitation and resulting contract shall be governed by the laws of the State of Florida. Venue for any dispute shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

48. SECURITY VENDOR ADDENDUM.

If a Solicitation seeks Offers of goods or services that will involve the use of, or access to, City data and information, the awarded Offeror shall be required to comply with the City's Information Security Vendor Addendum, which shall be provided to the awarded Offeror.

Forms Sections

Section I - Electronic Forms

Section II - Samples, Examples, and Help

Section I Forms – Electronic Forms

These forms are required and should be submitted with all proposals. If it is determined that forms in this section are not applicable to your company then you should return the form with your proposal and mark N/A across the form in large letters. There is no need to return the Terms and Conditions with your RFP package.

Form# 1 – Response Form (2 pages)

This is a required form that must be returned with your RFP package. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations – http://www.sunbiz.org. All signatures must be by an authorized company representative.

Form# 1A – Non-submittal

Use only if you have chosen not to submit a response.

Form# 2 – Form 3A Interest in Competitive Bid for Public Business (1 page)

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

Form# 3 – Non-Collusive Form (1 page)

Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form # 4 – Public Entity Crimes (2 pages)

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public

entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form# 4A – Negligence or Breach of Contract Disclosure Form (1 page)

Required Form. The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation write "None" on the form. If you have too many lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put "See Attached Listing" in the blocks where you would normally have put none.

Form# 5 – Drug Free Workplace Certification (1 page)

Self explanatory. Required Form. The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFP package. If your company has a Program, sign and return the form.

Form# 5A – Scrutinized Companies Certification (1 page)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form#1 – Response Form

City of Bradenton
RFP Response Form

Company Name: _____

Date Submitted _____

PROJECT IDENTIFICATION: RFP# _____

NAME: _____

COMPANY NAME: _____

NAME & TITLE:
(TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

_____

CORPORATE OR MAILING
ADDRESS: ☐ SAME AS PHYSICAL _____

ADDRESS MUST MATCH SUNBIZ _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

In submitting this proposal, Proposer makes all representations required by the Instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the RFP Documents and of the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

City of Bradenton, Bradenton, Florida

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this Request for Proposal (RFP) as Principal, and that this RFP is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications or scope of work for said service for the prices as listed on the city provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number: _____

(1) Employer Identification Number -or- (2) Social Security Number:

** *The City of Bradenton collects your social security number for tax reporting purposes only*

ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.

Where Proposer is a Corporation, add:

_____
Company Name: (Name printed or typed)

(Seal)

_____
Attest:

Authorized Proposer:

_____
Proposer: (Name printed or typed)

_____
Authorized Signature and Proposer Title

_____
Secretary

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. Please refer to website: *www.sunbiz.org*

Bidder/Proposers Name _____

STATEMENT OF NO RESPONSE

If you do not intend to submit a bid or proposal on this requirement, please complete and return this form by the bid or proposal opening deadline to the:

City of Bradenton Purchasing Division
1300 6th Street West
Bradenton FL 34205 |
This form may be emailed to person listed on Page 2

Failure to respond, either by submitting a bid or proposal, or by submitting this "Statement of No Response" form eliminates your firm for being able to participate in the protest of this bid or proposal in accordance with the **City of Bradenton Code of Ordinance 2-237.**

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Invitation for Bid or Request for Proposal

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Form# 2 – Interest in Competitive Bid

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:
2. The person submitting the bid is: Name Position
3. The business entity with which the person submitting the bid is associated is:
4. My relationship to the person or business entity submitting the bid is as follows:
5. The nature of the business intended to the transacted in the event that this bid is awarded is as follows: a. The realty, goods and/or services to be supplied specifically include: _____ b. The realty, goods and/or services will be supplied for the following period of time: _____ c. Will the contract be subject to renewal without further competitive bidding? ____ Yes ____ No if so, how often? _____
6. Additional comments:
7. Signature Date Signed Date Filed
FILING INSTRUCTIONS If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.
NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $5,000.00.

Form# 3 – Non-collusive Affidavit

NON-COLLUSIVE AFFIDAVIT

(Prime Contractor/Vendor)

State of _____

County of _____

_____, being first duly sworn, deposes and says that they are

_____, the party making the fore-going solicitation
(*Partner or officer of the firm, etc.*)

is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or to fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the City of Bradenton of any person interested in the proposed contract; and that all statements in said solicitation are true.

_____
(Contractor/Vendor, *if the Contractor/vendor is an individual; Partner, if the Contractor/vendor is a partnership; Officer, if the Contractor/vendor is a corporation*)

_____
(*Company Name*)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online, this _____ by _____ of _____ , a _____corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

_____
(*Signature of person taking acknowledgment*)

_____
(*Name of notary typed, printed or stamped*)

_____
(*Title or rank*)

_____

(*Serial number, if any*)

Form# 4 – Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to **City of Bradenton**
(*Print name of the public entity*)

by _____
(*Print individual's name and title*)

for _____
(*Print name of entity submitting sworn statement*)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime: or:

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a join venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

Form# 4 – Public Entity Crimes

6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (*Please indicate which statement applies*.)**

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(*Signature*)

_____
(*Date*)

STATE OF_____
COUNTY OF_____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of , _____, by _____.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

_____ Personally Known OR _____ Produced Identification
Type of Identification Produced _____

Form# 4A- Negligence or Breach of Contract Disclosure Form

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1.	Your Company Name					
2.	Type of Incident	**Place an X in the appropriate block.**	Alleged Negligence		Breach of Contract	
3.	Date of Incident					
4.	Who Took Action Against Your Company? (Include name, state, and City.)					
5.	What was the initial circumstance for this action?					
6.	What was the final outcome of this action?					

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE" on the page and return it with the company name completed.

Page Number: [ ] of [ ]

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

Alternate Reporting: If you have too many lawsuits report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the plaintiff (Do not include litigation with your company as the plaintiff), Date of filing, initial reason for circumstances, final outcome. Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" of you use this alternate method

Form# 5 – Drug-Free Workplace

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____	_____
CONTRACTOR VENDOR NAME	AUTHORIZED SIGNATURE

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: _____

Respondent's Authorized Representative Name and Title:_____

_____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN: _____

Email Address:_____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:_____

Print Name and Title:_____

Section II - Samples, Examples, and Help

Form# 19 - RFP Withdrawal Request

Self explanatory.

Sample# 1 - Sunbiz.com Registration

Self explanatory.

Sample# 2 - Proposer Checklist

Self explanatory.

Form# 19 – RFP Withdrawal Request

RFP WITHDRAWAL REQUEST

Date: _____

RFP Number and Title:

I _____, an authorized signer for
Print Authorized Signer's Name Here

_____
Print Contract/Vendor's Name Here

wish to withdraw my paper RFP on the project listed above. Upon withdrawal I authorize my representative, _____ to take possession of our RFP.
Type Name of Authorized Representative

Attached is a copy of proper identification (government issued identification) for the purpose of claiming the RFP. I understand that if no one is present to take possession of the withdrawn RFP, the RFP will be disposed of in a proper manner, by the City, twenty-four (24) hours after the RFP opening date and time.

_____
Authorized Signature

EXHIBIT A

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number	655555
FEI/EIN Number	5111111111
Date Filed	09/22/1980
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/25/2006
Event Effective Date	NONE

Principal Address

555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Mailing Address

555 N Main Street
MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

President, First
555 AVENUE
Anytown, USA 99999

Title V
President, Second
555 AVENUE
Anytown, USA 99999

Contractor/vendor Checklist.

Below is a checklist to help you remember everything your company needs to complete this solicitation. This checklist is only a guide. The proposer is still responsible for meeting any requirements that may be omitted on this list, whether by accident or design. All items on this list **may not** be applicable.

QUESTIONS	CHECK MARK-CONFIRMATION
Has the delivery date, time, and address been noted?	☐
Have you checked your proposal for proper organization, tabs are correct?	☐
If service, product, commodity, or equipment deviates from the specifications or scope of work, have you listed the deviations and page number where they are located?	☐
Are you in compliance with the page limitations?	☐
Confirmation of one original and five copies of proposal (include electronic copy) and that they are labeled as such.	☐
Have you made sure your corporate address matches your Sunbiz information?	☐
Disclosure of confidential & proprietary information not subject to public disclosure and specific reference to state statute authorizing said exemption	☐
If descriptive literature has been requested, has it been attached to the RFP proposal?	☐
Has the RFP been signed, including the executive summary letter?	☐
Confirmation of providing special documentation requested specific to project	☐
Are you registered on DemandStar to received addendums?	☐
Form #1 - Has the RFP been completely filled out *on* the RFP form?	☐
Confirmation of receipt of all addenda, as applies (See form #1)	☐
Form #2- Competitive Bid (This is a mandatory State Form)	☐
Form #3 - Non collusive affidavit	☐
Form #4 - Sworn statement public entity crimes	☐
Form #4A - Have you completed form #4A or an equal spreadsheet?	☐
Form #5 - Confirmation of drug free policy	☐
Form #5A - Scrutinized Companies Certification (This is a mandatory State form)	☐
Form #20-23 Diversity Procurement Program forms	☐
Form #8 - Contractor/Vendor References	☐
Form #9 - Has all your references been sent a form #9 to return to the City?	☐
Form #10 - Have you completed the requested identification data on the front of the RFP envelope (see form #10) and the RFP form page of the RFP documents?	☐
Florida Office of Supplier Diversity Certificates for MBE and WBE	☐
Sample #1 - Copy: company state registration certificate authorized to do business in Florida (Sunbiz.com)	☐
Have all areas of the RFP forms and related documents been signed off by an authorized agent of the company and / or witnessed/ notarized where applicable?	☐
Has the RFP been submitted in a sealed envelope/box?	☐

City of Bradenton
Survey Form (optional)

Solicitation #:_____ Title:_____

1. How did you hear about this solicitation? (circle all that apply)
    a. E-gov (City Email System)
    b. Florida Purchasing Group (Bidnet)
    c. DemandStar (Onvia)
    d. Newspaper Advertisement
    e. Other: Please Specify:_____

2. How did you receive the solicitation package? (circle all that apply)
    a. Florida Purchasing Group (Bidnet)
    b. DemandStar (Onvia)
    c. It was emailed to me.
    d. I stopped by the Purchasing Division and picked up a copy.
    e. Other: Please Specify:_____

3. How easy was the solicitation package to understand?
    a. Very easy to understand.
    b. Somewhat easy to understand.
    c. About average.
    d. Somewhat difficult.
    e. Very difficult.

4. How would you rate the Purchasing Divisions Service in comparison to other City services?
    a. Much higher.
    b. Somewhat higher.
    c. Same
    d. Somewhat lower.
    e. Much lower.

5. How satisfied are you with the following:

Items	**Very Unsatisfied**	**Unsatisfied**	**Neutral**	**Satisfied**	**Very Satisfied**
Vendor Service Experience					
Timely Communications					
Professionalism					
Knowledge					
Quality of Service					
Understanding of Vendors needs					
Overall experience					

6. Please help us to improve our solicitation process. What did you like best about your experience with the City of Bradenton solicitation?

_____

_____

_____

_____

_____

7. Please help us to improve our solicitation process. What did you like least about your experience with the City of Bradenton solicitation?

_____

_____

_____

_____

_____

8. Would you like a follow-up phone call about your survey comments? (circle one)
   a. Yes
   b. No

9. If yes, please provide:
   a. Company Name:_____
   b. Contact Name:_____
   c. Phone Number:_____
   d. Email:_____

Thank you for your participation in the City of Bradenton Purchasing Division's solicitation process. We welcome your feedback. You may return this survey with your solicitation or if you wish to remain anonymous you may return it to:

City of Bradenton
Attn: Purchasing Survey
101 Old Main Street
Bradenton FL 34205

Drainage Division			
Crew Chief	Heavy Equipment Operator	Heavy Equipment Operator	Light Equipment Operator
Maintenance Worker	Maintenance Worker	Maintenance Worker	Maintenance Worker
Superintendent	Supervisor		
Electrical Maintenance			
Assistant Superintendent Electrical Facility Maintenance	Crew Chief	Electrician I	Electrician I
Electrician I	Electrician I	Electrician II	Electrician II
Electrician Trainee	Electrician/PLC Technician	Superintendent II	
Engineering Division			
Administrative Assistant	CADD Technician 2	Camera Truck Assistant	Camera Truck Operator
City Surveyor	Construction Project Representative	Construction Project Representative	Engineering Plans Reviewer
Engineering Trainee	Environmental Compliance Engineer 2	Environmental Protection Engineer 2	Field Technician
GIS Analyst	Infrastructure Engineer 2	Infrastructure Engineer 2	Part-time Digital Media Marketing & Public Information Specialist
Right-of-Way Specialist			
Executive Public Works			
Administrative Services Fiscal Analyst	Administrative Services Fiscal Analyst	Administrative Services Fiscal Analyst	Assistant Director Public Works & Utilities
Clean City Coordinator	Construction Project Administrator	Executive Assistant	Finance Manager Public Works
Public Works & Utilities Director	Public Works Manager	Utilities Section Manager	
Facilities Maintenance			
Crew Chief	Facilities Maintenance Worker A	Facilities Maintenance Worker A	Facilities Maintenance Worker B
Supervisor			
Fleet Division			
Auto Mechanic A	Auto Mechanic A	Auto Mechanic A	Auto Mechanic A
Auto Mechanic A	Auto Mechanic A	Auto Mechanic B	Auto Mechanic B
Auto Mechanic B	Auto Mechanic B	Clerical Assistant 2	Parts/Inventory Clerk

Superintendent	Supervisor		
Landscape and Grounds Division			
Clean City Maintenance Tech	Clean City Maintenance Tech	Crew Chief	Crew Chief
Crew Chief	Crew Chief	Heavy Equipment Operator	Irrigation Technician
Maintenance Worker	Maintenance Worker	Maintenance Worker	Maintenance Worker
Maintenance Worker	Maintenance Worker	Maintenance Worker	Maintenance Worker
Mechanic B	Superintendent	Supervisor	Supervisor
Mechanical Division			
FOG Special Prevention Maintenance	Maintenance Crew Chief	Superintendent II	Supervisor
UT Maintenance Mechanic B	UT Maintenance Mechanic B	UT Maintenance Mechanic C	UT Maintenance Mechanic C
UT Maintenance Mechanic C	Utilities Maintenance Mechanical Trainee	Utilities Maintenance Mechanical Trainee	Utilities Maintenance Mechanical Trainee
Sanitation			
Administration Specialist	Administration Specialist	Sanitation Supervisor	Solid Waste Driver 2
Solid Waste Driver 2	Solid Waste Driver 2	Solid Waste Driver 2	Solid Waste Driver 2
Solid Waste Driver 2	Solid Waste Driver 2	Solid Waste Driver 2	Solid Waste Driver 2
Solid Waste Driver 2	Solid Waste Driver 2	Solid Waste Driver 2	Solid Waste Driver 2
Solid Waste Driver 2	Solid Waste Driver 3	Solid Waste Driver 3	Solid Waste Driver 3
Solid Waste Driver 3	Solid Waste Driver 3	Solid Waste Driver 3	Solid Waste Driver 3
Solid Waste Worker	Solid Waste Worker	Solid Waste Worker	Solid Waste Worker
Solid Waste Worker	Solid Waste Worker	Solid Waste Worker	Solid Waste Worker
Solid Waste Worker	Solid Waste Account Representative		
Sanitation - Commercial			
Executive Assistant	Sanitation Superintendent	Sanitation Supervisor	Sanitation Supervisor
Solid Waste Driver 2	Solid Waste Driver 2	Solid Waste Driver 2	Solid Waste Driver 2
Solid Waste Driver 3	Solid Waste Driver 3	Solid Waste Driver 3	Solid Waste Driver 3
Solid Waste Worker	Solid Waste Auto Mechanic	Solid Waste Maintenance Mechanic	
Sanitation - Recycling			
Solid Waste Drive 2	Solid Waste Drive 3		

Sewer Collection Division			
Collections Operator A	Collections Operator B	Collections Operator C	Crew Chief
Crew Chief	Crew Chief	Crew Chief	Distribution/Collections Trainee
Distribution/Collections Trainee	Supervisor		
Streets Division			
Crew Chief	Crew Chief	Heavy Equipment Operator	Light Equipment Operator
Light Equipment Operator	Light Equipment Operator	Maintenance Worker	Maintenance Worker
Maintenance Worker	Maintenance Worker	Sign Shop Technician	Sign Shop Technician
Supervisor			
Water Distribution Division			
Administrative Assistant	Administrative Assistant	Crew Chief	Crew Chief
Crew Chief	Distribution/Collections Trainee	Distribution/Collections Trainee	Distribution/Collections Trainee
Distribution/Collections Trainee	Distribution/Collections Trainee	Distribution/Collections Trainee	Distribution/Collections Trainee
Heavy Equipment Operator	Light Equipment Operator	Light Equipment Operator	Meter Backflow Technician
Superintendent II	Supervisor	Supervisor	
Water Reclamation Division			
Chief Operator	Compliance Coordinator	Operator A	Operator A
Operator A	Operator B	Operator C	Operator C
Operator C	Operator Trainee	Operator Trainee	Operator Trainee
Operator Trainee	Operator Trainee	Operator Trainee	Superintendent II
Water Treatment Division			
Chief Operator	Operator A	Operator A	Operator A
Operator A	Operator C	Operator C	Operator C
Operator C	Operator C	Operator C	Operator Trainee
Operator Trainee	Operator Trainee	Operator Trainee	Superintendent II
Water Quality Supervisor			

Building Division			
Building Official	Construction Review/Permitting Supervisor	Construction Review Specialist	GIS Technician/Address Coordinator
Inspection/Plans Exterior Building	Inspection/Plans Exterior Building	Inspection/Plans Exterior Building	Inspector/Plans Examiner Building
Permit Specialist	Permit Specialist	Permit Specialist	Part-time Building Inspector
Records Permit Clerk	Senior Building Inspector		
Code Enforcement			
Code Enforcement Coordinator	Code Enforcement Officer	Code Enforcement Officer	Code Enforcement Officer
Compliance Manager	Senior Code Enforcement Officer		
Planning & Development			
Assistant Director of Planning & Community Development	City Planner	Development Services & Zoning Manager	Director of Planning & Community Development
Planning & Community Development Administrative Assistant	Planning & Zoning Technician – Full-time	Senior Planner	

Notice to Proposers **April 4, 2023**

RFQ # 23-009EJ

Organizational and Operational Assessment

ADDENDUM #1

The City has received the following questions or changes relative to the solicitation listed above and as is required are providing the response(s) to all those prospective vendors/contractors/proposers who have expressed an interest in this solicitation. This information is to be considered part of the solicitation documents. Proposer are further instructed to note receipt of the addendum in the solicitation submission form. Questions or changes are as follows:

Question 1:	Please clarify the City's rationale related to awarding two contracts. For example, does the City intend to award separate contracts for each of the two City departments in scope? Please reference RFP Section 10.0 Award, which states "10.1 It is the intent of the City to award up to two (2) contracts to the Proposers who, in the sole opinion of the City are most qualified to perform the scope of services required."
Answer 1:	The City may either award 1 contract or may award separate contracts for each department.
Question 2:	In addition to Attachments A and B, please describe the organizational and operational information that the City will make available to the awarded contractors about the two in-scope departments. For example, does the City have organizational charts, up-to-date job descriptions, process and procedures manuals, and other related information that the City will provide to the selected contractor(s)?
Answer 2:	The City will provide organizational charts, job descriptions, and any other pertinent documents to the awarded Proposer.
Question 3:	Are the City and its stakeholders open to virtual meetings using web conferencing technology? Or should interviews and key discussions be held onsite at City offices?
Answer 3:	The City is open to virtual meetings

Question 4:	Is the City able to share its budget range for this scope of work?
Answer 4:	Estimated to be $75,000 to $100,000 for the initial term.
Question 5:	How many employees are in the two Departments that are included in the study
Answer 5:	Planning & Development: 27 positions, 24 active employees Public Works: 227 positions, 189 active employees
Question 6:	Is there a preferred timeline for completing the study?
Answer 6:	Within the initial term.

Approved by City:

Erin Jones

Erin Jones, Purchasing Manager

City of Bradenton

Purchasing Department

101 Old Main Street

Bradenton, Florida 34205

Telephone: 941-714-9467

Notice to Proposers **April 12, 2023**

RFQ # 23-009EJ

Organizational and Operational Assessment

ADDENDUM #2

The City has received the following questions or changes relative to the solicitation listed above and as is required are providing the response(s) to all those prospective vendors/contractors/proposers who have expressed an interest in this solicitation. This information is to be considered part of the solicitation documents. Proposer are further instructed to note receipt of the addendum in the solicitation submission form. Questions or changes are as follows:

Question 1:	Page 3 of 49, Section 3.2 Preferred Qualifications "At least one of the Proposer's Key Personnel listed in the proposal has one of the following: master's degree in public administration or management Consultant Certification." a. Will the proposer's proposal be deemed non-responsive if these two criteria are not exactly met? b. Will the City of Bradenton consider experience, education, and other certifications in combination that could be considered equal to or better than one or both of the two listed preferred qualifications? a. i.e., Bachelor's degree and serving for over 30 years in Public Administration in Leadership roles over potable water, wastewater, and stormwater. b. 20 plus years of providing relevant management consulting services.
Answer 1:	a. No, minimum qualifications the proposers must meet is listed in Part I, Section 3.2. b. Items listed in Part I, Section 3.2 are only preferred and not required.
Question 2:	Will the City provide additional weighting or preference to local firms and local relevant individual and team experience?
Answer 2:	No
Question 3:	Does the City provide points or preference to local SBE, MBE, and WBE firms?

Answer 3:	No
Question 4:	Compensation – will assignment or assignments be lump sum based on a specific and mutually agreed upon scope of work or time and materials compensation based on negotiated hourly labor rates per category and other direct project reimbursable costs?
Answer 4:	Please refer to Part I, Section 7.2.7 for proposed compensation method.
Question 5:	Page 5 of 49, Section 7.2.4 Customer List Will the City consider client references for both the firm and the firm's key team members (i.e., project manager, technical lead)?
Answer 5:	Yes
Question 6:	Page 8 of 49, Part II Scope of Services Will the City consider additional or modified scope of services if the proposer, based on experience, can show added value to the City?
Answer 6:	Yes
Question 7:	Page 12 of 49, Section 10.2 If the City requests a private firm to submit confidential financial and proprietary information, can this be submitted in a sealed envelope and protected from public view?
Answer 7:	Any proprietary information should be identified as such and a redacted copy provided.
Question 8:	Can the City supply a sample or draft agreement that will be used to contract with the firm(s) selected by the City for this RFP?
Answer 8:	Yes, please see the attached sample contract.
Question 9:	Page 23 of 49, Section 40.3.2 refers to Continuing Services Contract. a. Will proposer(s) selected for this RFP be authorized under a project specific contract or a continuing contract with task order authorizations?
Answer 9:	This RFP does not qualify as a continuing service contract. Anticipated contract will be a term contract
Question 10:	Is there a page limit for the proposal or for individual sections?
Answer 10:	No
Question 11:	Are there formatting requirements for the proposal such as size and type of font?

Answer 11:	No
Question 12:	Appendix A - Contractor/Vendor Checklist mentions Form #9 and the need to have references complete the form and return it to the City. Can you please provide a copy of Form #9? How many references are you requiring?
Answer 12:	Form 9 is not required. Not all items on the checklist are required.
Question 13:	Can you please verify what forms are required to include with our proposal?
Answer 13:	Please refer to Part I, Section 7.1 for the required forms
Question 14:	Item 7.2.4 Customer List - The City is asking for a complete list of customers from the last 7 years. Our list is expansive, with over 50 projects similar to the scope of services described in the RFP. Do you want project summaries and contact information for all customers on the list?
Answer 14:	Yes, as described in 7.2.4 please provide a brief description.

Approved by City:

Erin Jones

Erin Jones, Purchasing Manager

City of Bradenton

Purchasing Department

101 Old Main Street

Bradenton, Florida 34205

Telephone: 941-714-9467

CONTRACT FOR ORGANIZATIONAL AND OPERATIONAL ASSESSMENT

THIS CONTRACT is made and entered into as of the _____ day of _____, 2023, by and between THE CITY OF BRADENTON, a Florida municipality, hereinafter referred to as the "City" and _____, a _____, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City issued RFP #23-009EJ (the "RFP") to procure a qualified proposer to provide consulting services to conduct an organization and operation assessment of the City's Public Works & Utilities Department and Planning & Development Department;

WHEREAS, Contractor was the successful proposer;

WHEREAS, the Parties desire to enter into a contract in accordance with the terms of the RFP; and

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:

A. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all necessary labor, services, materials, equipment, tools, consumables, and skills in accordance with the RFP, all addenda to the RFP, and Contractor's response thereto, attached hereto and incorporated herein as Exhibit "A" (the "Scope of Work").

B. TERM

This Contract shall commence immediately upon execution by both the City and the Contractor. The term shall be for a period of _____, with the option to renew for _____ (___) additional _____ (____) year periods, upon written mutual consent of the Parties.

C. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

1. The City shall pay the Contractor the total sum of _____ Dollars and 00/100 ($_____.00) (the "Contract Sum"). Payable as follows: _____.

2. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

SAMPLE

D. ADDITIONAL SERVICES

1. 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.

2. If the City requires the Contractor to perform additional services and if such services are not required as a result of error, omission or negligence of Contractor, then in such event the Contractor shall be entitled to additional compensation. 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. Any additional service or work performed before a written amendment to this Contract shall not be compensated by the City.

E. METHOD OF PAYMENT

Contractor shall submit an invoice to the City for the Scope of Work. Unless otherwise agreed, the City shall pay the Contractor in accordance with Florida's Prompt Payment Act.

F. CONTRACTOR'S INSURANCE

Before performing any work pursuant to this Contract, Contractor shall procure and maintain, during the life of this Contract unless otherwise specified, insurance as specified in the RFP.

G. RESPONSIBILITIES OF THE CONTRACTOR

1. Contractor acknowledges that it is familiar with the requirements and specifications of the RFP, including any addenda, and that it will perform the services as required.

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

3. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of 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. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the City of Bradenton's Procurement Policies and Procedures if the contractor does not abide by the terms of this Section.

4. 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.

5. 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, upon prior written notice to the Contractor. Such records shall be retained for a minimum of three (3) years after completion of the services.

H. TIMELY PERFORMANCE OF CONTRACTOR

1. The timely performance and completion of the required services is of the essence and vitally important to the interest of the City.

2. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the information presented in the RFP. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified to and capable of performing their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

3. 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 in this Agreement, 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.

I. OBLIGATIONS OF CITY

1. City shall cooperate fully with Contractor in the performance of Contractor's obligations under this Contract.

2. City shall timely produce and complete accurate information necessary for the effectuation of the organizational review and operational review of the City's Public Works & Utility Department and the Planning & Community Development Department, at the request of Contractor. City further agrees to provide Contractor with notice of any material changes in City's organization and/or operations, or in any other material information provided under this Contract

J. TERMINATION

The City reserves the right to terminate the Contract in accordance with the terms of the RFP.

K. MISCELLANEOUS

1. This Contract and attachments constitute the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written

with respect to the subject matter. No Amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract.

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

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

4. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the City.

5. 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. 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 valid and binding on each party.

6. 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.

7. 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 of any cause of action arising out of the performance of this Contract.

8. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.

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

10. 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 Owner: City of Bradenton
Attn: _____
_____
Bradenton, Florida _____

With a copy to: Blalock Walters, P.A
Attn: Scott E. Rudacille, Esquire

802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

To Contractor: _____
_____
_____
_____
Email: _____

With a copy to: _____
_____
_____
_____
Email: _____

IN WITNESS WHEREOF, the parties have executed the Contract as of the date last below written.

WITNESS:

Print Name: _____

Signed By: _____

Date: _____

CONTRACTOR:

Print Name: _____

Signed By: _____

Title: _____

Date: _____

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

RFP #23-009EJ, Addenda, and Contractor's Response

Notice to Proposers **April 21, 2023**

RFQ # 23-009EJ

Organizational and Operational Assessment

ADDENDUM #3

The City has received the following questions or changes relative to the solicitation listed above and as is required are providing the response(s) to all those prospective vendors/contractors/proposers who have expressed an interest in this solicitation. This information is to be considered part of the solicitation documents. Proposer are further instructed to note receipt of the addendum in the solicitation submission form. Questions or changes are as follows:

Question 1:	We did not notice a requirement in the RFP for the proposer to submit a team org chart. Can we submit a team org chart in Section 7.2.2 ahead of the resumes?
Answer 1:	Not required but may do so
Question 2:	Is Appendix A (page 43 of 49) for proposer's internal use only and does not need to be included with the proposer's submittal?
Answer 2:	Correct, for proposer's internal use only
Question 3:	Pages 46 – 49, Attachment A and B: Do these attachments represent all budgeted positions or only currently filled positions?
Answer 3:	Current positions. Please see addendum #1 for filled vs total positions.
Question 4:	Has the City conducted an organizational assessment of these two departments within the last 5 years?
Answer 4:	No
Question 5:	Page 5 of 49, Section 7.2.7 Compensation and Page 8 of 49 Part II. a. Does the City desire the proposer to submit a total fee for the base scope of work (2.1/2.2) that includes both Public Works/Utilities and Planning/Community Development? And a schedule of fee by task submitted following award? b. For the deliverables listed under Part II Item 3, does the City require that items 3.1 through 3.8 be delivered in a series of separate memos or will be sections or chapters included in the draft report, item 3.9. c. Has any of the scope items 3.1 – 3.8 been completed internally by the City or by an external consultant within the last 5 years? d. Does the same scope of work, Section 2.1/2.2 and Section 3 Deliverables, apply to both Public Works/Utilities and Planning/Community Development Departments?

Answer 5:	a. Yes b. Please provide in the report c. No d. Yes
Question 6:	The RFP / Addendum references initial term. Does the City anticipate follow-up work later in the contract term period? If so, can the City please provide more details.
Answer 6:	Potentially in the future
Question 7:	What CMMS software does the City use?
Answer 7:	CMMS software not currently utilized
Question 8:	What software does the Planning and Development use for submittal tracking?
Answer 8:	Currently MUNIS but will be transitioning to Accela next year.
Question 9:	Will the City consider extending the proposal due date to May 5th to allow time for the respondents to update their proposal for Addendum being issued next week?
Answer 9:	No
Question 10:	Does the city have a projection of future growth to use while assessing future needs of the departments?
Answer 10:	Not at this time
Question 11:	Have similar assessments of other City departments been completed in the past? If so, are those assessments available to view?
Answer 11:	Other assessments have not been conducted.

Approved by City:

Erin Jones

Erin Jones, Purchasing Manager

City of Bradenton

Purchasing Department

101 Old Main Street

Bradenton, Florida 34205

Telephone: 941-714-9467

Proposal to Conduct an Organizational and Operational Assessment

BRADENTON, FLORIDA

May 2, 2023

matrix consulting group

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matrix consulting group

May 2, 2023

Erin Jones, Purchasing Manager
City of Bradenton
101 12th Street
Bradenton, FL 34205

Dear Ms. Jones:

The Matrix Consulting Group is pleased to submit our proposal to conduct an organizational and operational assessment of the City's Public Works & Utilities Department and Planning & Development Department. Our qualifications stand apart from other consulting firms for the following reasons:

- **Extensive experience in analyzing both operational areas:** We have dedicated practices for the organizational and operational assessments of Public Works and Utilities and for Planning and Development service areas. Having completed over 100 and 150 studies dedicated to these functions respectively.
- **Client focus :** The Matrix Consulting Group prides itself on a project approach that develops recommendations to meet the unique circumstances of each client. We employ best practices assessments to identify improvement opportunities, and tailor recommendations to ensure they fit the needs and expectations for each community. This approach has resulted in high levels of implementation of our recommendation and marked improvements in service delivery for our clients.
- **Project team qualifications :** We are proposing a highlyqualified consulting team that has worked together on similar projects. The majority of the senior team members have previously served in executive positions in local government including as public works and planning and development officials. This combination of consulting experience and prior management experience is unequaled in the industry. We have also teamed with Green Street Associates and Lantic Solutions to provide additional Florida-based expertise.

I am the firm's president, authorized to negotiate on the firm's behalf and bind it contractually. I can be reached at the address and phone number listed below, or via email at rbrady@matrixcg.net.

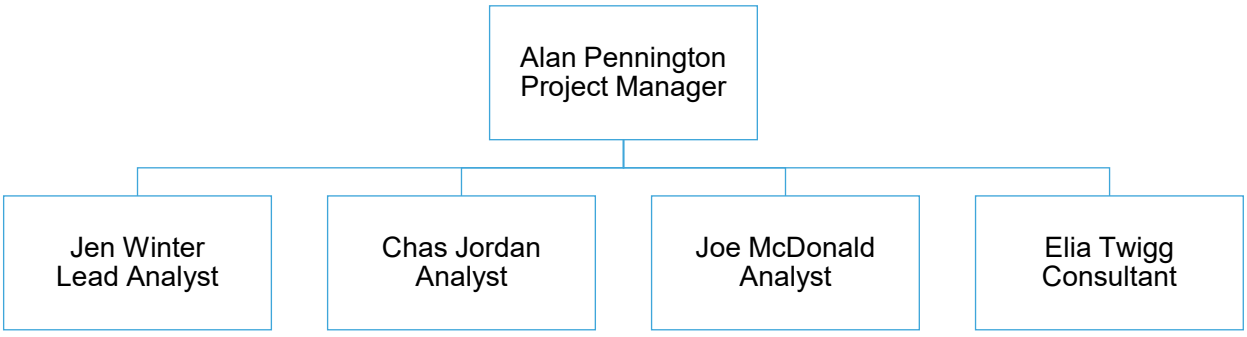
Richard Brady, President
Matrix Consulting Group

1 Project Teams and Resumes

We have proposed a very qualified and experienced project team for this engagement including our most senior consultants and individuals with significant experience conducting similar engagements. We propose a separate Public Works and Planning and Development Team. The project will be managed by Alan Pennington, who leads our General Consulting Practice. The respective teams will be led by Senior Managers with the firms who have significant public sector and consulting experience in Public Works and Planning and Development. Each team includes highly experienced consultants who have conducted dozens of relevant organizational and operational assessments.

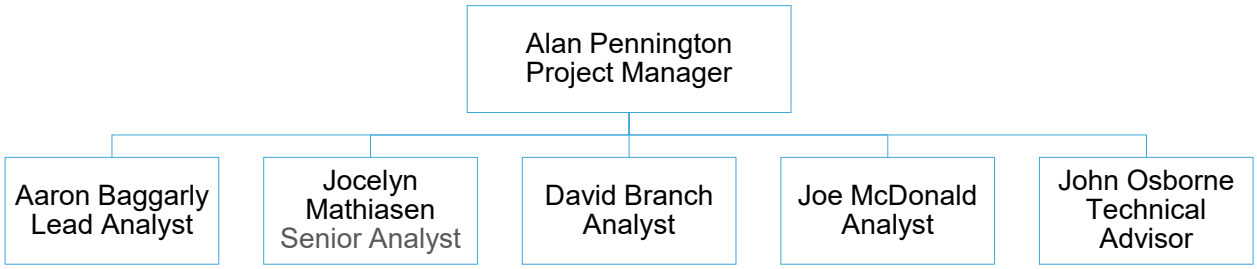
1. Public Works Project Team

All team memb ers are employees of Matrix Consulting Group apart from Elia Twigg, a consultant from Lantic Solutions . Elia is currently partnered with the Matrix Consulting Group on similar studies in San Bernardino County and West Sacramento, California.



2. Planning and Development Project Team

The team members proposed for this engagement have broad experience in analyzing local government operations and specialize in planning and development assessments. All members are employees of the Matrix Consulting Group apart from John Osborne of Green Street Associates.



3. Resumes

Resumes are provided on the following pages for our project team members.

ALAN PENNINGTON

SENIOR VICE PRESIDENT, MATRIX CONSULTING GROUP

Alan Pennington leads our General Consulting Practice which includes Community Development and development review assessments. He has conducted over 400 studies including over 100 focused on improving development review processes. Alan's extensive experience evaluating community development operations has included the following areas of focus:

- Development process redesign and streamlining including process diagramming,
- Establishment of achievable turnaround times for plan reviews and inspections,
- Staffing and organizational structure evaluations, and
- Customer and stakeholder outreach on service needs and perceptions of existing services.

Experience Highlights

Dallas, TX: Alan was the project manager on this engagement of the City's development review operations. This study evaluated a development processes, staffing and organizational structure, technology utilization, and service levels. Key recommendations included:

Relevant Clients:

CA	Cupertino
CA	Downey
CA	Menlo Park
CA	Milpitas
CA	Napa County
CA	Redlands
CA	Riverside
CA	San Jose
CA	Ventura
CO	Westminster
FL	Kissimmee
FL	Manatee County
FL	Miami Beach
GA	DeKalb County
GA	Gwinnett County
HI	Maui County
MA	Boston
OR	Marion County
SC	Greenville
TX	Dallas
TX	Ft. Worth
VA	Hanover County
WA	Des Moines
WI	Waukesha County

- Enhancements to the City's permitting systems to streamline processes and to provide better online access to customers.
- Identified the staffing needs and organizational structure to meet current workload and desired service levels.
- Identified key service gaps through discussion with customer stakeholders and developed recommendations to address verified issues.

Milpitas, CA: Alan served as Project Manager on this study of the development review process which included evaluation of processes, service levels, staffing, organizational structure and technology through a SWOT and analytical analysis. Key outcome included:

- Modified procedures to streamline application processing.
- Staffing modifications to align resources with wor kloads,
- Modification of fee structures to align with new processes and ensure appropriate cost recovery.

Project Role: Alan will serve as the project manager and be heavil involved in all aspects of the project.

Years of Experience: 28

Education:

BA, University of Maine, Public Management.

MPA, University of Maine,

Professional Association:

International Code Council (ICC)

Government Finance Office's Association (GFOA)

International City-County Management Association (ICMA)

AARON BAGGARLY, AICP

SENIOR MANAGER, MATRIX CONSULTING GROUP

Aaron Baggarly is the lead analyst on development review, permitting, and inspection related engagements. Aaron most recently worked for the City of Stillwater, OK as the Planning Manager and oversaw the City's planning and development activities, and prior to that work ed for another planning firm. Relevant highlights include:

- Completed over 120 studies for local government entities.
- Analysis focuses on process studies for planning, building, and code enforcement activities, organizational review, and proces evaluation and reengineering.
- Performed data and workload analysis, needs assessments, visioning, organizational and staffing assessments, public engagement, and best management practices evaluation.
- Serves on his local Board of Adjustment.

Experience Highlights

Clearwater, FL: Aaron led the firm's efforts on this engagement and provided recommendations in the following key areas:

Relevant Clients:

CA	Downey
CA	Menlo Park
CA	Milpitas
CA	Mountain View
CA	Napa County
CA	Riverside
CA	Ventura
FL	Miami Beach
FL	Toho Water Auth.
GA	East Point
HI	Maui County
IL	Tinley Park
MA	Boston
NC	Rowan County
NY	Mamaroneck
OR	Forest Grove
TX	Dallas
TX	Fort Worth
TX	Flower Mound
TX	Prosper
VA	Blacksburg

- Centralize floodplain administration in Planning and Development and establish a full-time position.
- Create and provide internal and customer training on the use of the City's permitting platform.
- Revise the planning application process to be more streamline and require complete applications at submittal.
- Conducted a workload and staffing analysis for all development positions.

Knoxville, TN: Aaron served as the lead on this project that evaluated the City's development review, permitting, and inspection processes. Key project outcomes included:

- Process mapped 35 development processes and evaluated them to identify operational and technology efficiencies.
- Conducted a comprehensive technology assessment to streamline the process and enhance cross-departmental collaboration.
- Identified staffing resource needs for each Department.

Project Role: Serve as the lead analyst for Planning & Development.

WA Everett
WA Sammamish
WI Waukesha County

Years of Experience: 16

Education:

BS, Appalachian State University, Community and Regional Planning, Minor in GIS.

Professional Association:

American Institute of Certified Planners (AICP)

American Planning Association

JEN WINTER, P.E.

SENIOR MANAGER, MATRIX CONSULTING GROUP

Jen Winter leads our Public Works and Infrastructure practice area. She leads all public works studies including asset management, engineering, streets, traffic and transportation, public utilities, and related services. Prior to joining Matrix Jen served within local government as the Public Works Director for the City of Cedar Rapids Iowa. She has also previously served as the Regional Director for an engineering consulting firm. Her local government experience includes:

- Strategic planning, organizational and staffing assessments, data and workload analysis, needs assessments, public engagement, and best management practices evaluation and implementation.

Relevant Clients:

CA Dublin
CA Gilroy
CA Marin County
CA SDCWA
CA Santa Barbara
CA San Bernardino Co.
CA Santa Maria
CA Vacaville
CA West Sacramento
FL Dunedin
FL Naples Airport
NC Fayetteville

- Process studies within public works and development activities, o rganizational review, and process evaluation and reengineering.
- Asset management strategies critical to the planning and measurement of infrastructure.
- Extensive training in and experience implementing organizational health initiatives.

Experience Highlights

Fayetteville, NC: Jen was the lead analyst on the City's comprehensive review of the Public Services Department including solid waste, water and sewer, engineering, and streets. Key recommendations included:

- Implementation of operational best practices including developing an asset management program.
- Organizational and staffing improvements including the reorganization of the Engineering Division.

Vacaville, CA: Jen was the Project Manager on the City's comprehensive review of the Public Work s Department including Engineering, Facilities, Streets, and Utilities. Key recommendatior included:

- Implementation of operational best practices including developing an asset management program.
- Organizational and staffing improvements including the reorganization of the Engineering Division.

Project Role: Jen will serve as the lead for Public Works and Utilities operations.

NE Sarpy County
PA SARAA
TN Knoxville
WA Snohomish County

Years of Experience: 25

Education:

BS, Iowa State University, Civil Engineering

Professional Association:

American Public Works Association (APWA)

APWA Center for Sustainability (Past Chair)

APWA Iowa Chapter Board Member

CHAS JORDAN, P.W.E., F.M.P., S.C., LEED G.A., ENV SP

MANAGER, MATRIX CONSULTING GROUP

Chas Jordan recently joined our firm and will be a consultant and analyst on projects dealing with public works, facilities, fleet management, utilities, parks and recreation and administrative functions.

Prior to joining Matrix, Chas served as an Assistant Public Wo rks Director and Facilities Manager as well as a Public Works Administrative Manager in Florida. He has also previously served as Project Manager for a solid waste management consulting firm His local government and consulting experience includes:

- Strategic planning, organizational and staffing assessments, needs assessments, and best management practices evaluation and implementation.
- Process studies within public activities, organizational review, and process evaluation and reengineering.
- Technology im plementation to improve workflow and management, integration strategies and employee training.
- Management and soft skills development and training.
- Financial analysis, rate setting, and long-term capital planning.
- Fleet asset management and equipment replacement.
- Facilities capital project management and long-term planning.

Experience Highlights

Largo, FL: Chas served as an analyst, manager and assistant department head. He managed the capital and financial aspects of the Public Works, Fire Rescue, Environ mental Services, and other departments as well as serving as a major project manager for multiple major building projects.

- Served as Accreditation Manager for the Public Works and Fire Rescue Departments.
- Facilitated and authored the Public Works Departm ents strategic plan for over ten years, earning a Model Practice designation.
- Developed standard operating procedures and departmental policies for multiple city departments.

Project Role: Chas will serve as an analyst for the Public Works and Utilities functions.

Relevant Clients:

CA	OCTA
CA	San Diego Co. Water Authority
CA	San Bernardino
FL	Miami Beach
FL	Toho Water Auth.
TN	Knoxville

Years of Experience:

18

Education:

MPA, University of North Florida – Public Administration

BA, University of North Florida - Political Science and Public Administration

Professional Associations:

American Public Works Association (APWA)

- APWA Leadership and Management Committee (Past Chair)
- APWA Florida Chapter Past President
- Florida Chapter Member of the Year Award Winner
- Public Works Executive Designation

Solid Waste Association of North America (SWANA)

JOCELYN MATHIASEN

MANAGER, MATRIX CONSULTING GROUP

Jocelyn Mathiasen is an experienced consultant that focuses on local government permitting and operational experience.

As department director, she led the reform of the Department of Permitting and Land Use for the City of Milford, Connecticut, transforming the agency into one focused on customer service and efficiency. Consolidated planning, wetlands, floodplain management, and building review processes to reduce duplicatior of time and effort, cross -trained clerical staff, and developed improved educational materials and website information to reduce confusion on the part of applicants. Implemented on -line permitting for all projects.

Her experience encompasses local and regional development anc permitting agencies. Emphasis focused on increased efficiency and collaboration between different departments and government entities.

Experience Highlights

Miami Beach, FL:Jocelyn was the lead analyst on this engagemer that focused on improved operational efficiencies, review of permitting times and processes, and a review of the development code/ordinances to identify chokepoints in the process for efficient and timely development. Key recommendations included

- Modified the building permit review process to reduce the number of resubmittals and number of review entities.
- Technology and legislation improvements to help meet adopte review timelines.
- Modifications to the application requirements and clear identification of the decision -making authority.

Downey, CA: Jocelyn was an analyst on this engagement that analyzed the City's Community Development operations and staffing needs. Key findings included:

- Opportunities to leverage technology to improve the customer experience and educational outreach.
- Dedicated and cross -trained permit technicians to process development applications.
- Convert key contracted positions to city employees (e.g., Chief Building Official and Building Permit Tech, etc.).

Project Role: Jocelyn will serve as an analyst for planning and development functions.

Relevant Clients:

CA	Downey
CA	Los Angeles
CA	Redlands
CA	Riverside
CO	Westminster
FL	Kissimmee
FL	Miami Beach
FL	Toho Water Auth.
FL	Fort Myers
GA	Dekalb County
GA	East Point
IL	Niles
MA	Boston
NC	Rowan County
TX	Flower Mound
TX	Fort Worth
VA	Blacksburg
VA	Virginia Beach
VT	Burlington
WA	Bellingham
WI	Waukesha County

Years of Experience:25

Education:

Master of Public Policy from Harvard University, BA in Government from Oberlin College

Professional Association:

International Code Council

American Planning Association

DAVID BRANCH

MANAGER, MATRIX CONSULTING GROUP

David Branch has served as an analyst and project lead on a wide range of government studies covering a variety of county and municipal functions such as building, planning, housing, code enforcement, human resources, finance and purchasing, public works and utilities. David has extensive experience conducting organizational, operational, and staffing assessments during his 10 years with our firm. Relevant experience highlights include:

- Completed over 120 studies for local government entities, including numerous department and agency -wide assessments.
- Analysis focuses on workload and staffing, organizational structure, asset management, and process improvement using recognized best pra ctices and quantitative metrics and modeling and developing implementation solutions to guide clients.

Experience Highlights

El Segundo, CA: David was the lead analyst for this study of the City's Community Development Department. The study analyzed staffing needs and organizational structure, workload and performance metrics, operational issues, and opportunities to deploy technology. Key recommendations included:

- Development of plan review processing performance benchmarks and the use of a perform ance measurement dashboard for internal use and the public.
- Process flow adjustments to consolidate the plan review process, involve Planning more consistently, and centralize the applicant point of contact.
- Implementation of permitting and land manage ment software along with a digital applicant portal and cashiering integration.
- Identification of staffing resources needed to meet desired processing times.

Project Role: David will serve as an analyst for Planning and Development operations.

Relevant Clients:

AZ	Buckeye
CA	El Segundo
CA	Fresno
CA	Milpitas
CA	Redlands
CA	Riverside
CO	Aurora
CO	Westminster
FL	Coral Gables
FL	Fort Myers
FL	Kissimmee
GA	DeKalb County
IL	Tinley Park
IL	Chatham
NC	Rowan County
NY	Albany
OR	Tigard
TX	Dallas
TX	Flower Mound

Years of Experience: 10

Education:

BS, University of Southerr California; Policy, Management, and Planning.

M.Ed., University of Missouri – St. Louis, Secondary Education

Professional Association:

American Public Works Association (APWA)

JOE MCDONALD

CONSULTANT, MATRIX CONSULTING GROUP

Joe McDonald has served as an analyst on a wide variety of engagements, ranging from community development departments to municipal airports. Joe assists in developing client surveys, documenting current and future workflows, and assists senior staff in conducting interviews, performing data analysis, and preparing client deliverables.

Experience Highlights

Clearwater (FL): The Matrix Consulting Group was engaged by the City of Clearwater, FL to perform a business process study

Relevant Clients:

CA	Rocklin
CA	San Bernardino Co
CA	San Dimas
CO	Greeley
FL	Clearwater
FL	Dunedin
FL	Naples
IA	Cedar Rapids
NV	Henderson
TN	Knoxville
WA	Snohomish Co.
WV	WVU

of its Planning and Development Department. On this project, Joe:

- Administered and analyzed the results of both a community and an employee survey. Assisted in moderating focus groups with individuals that were well-acquainted with the City's development processes (developers, lawyers, etc.).
- Worked with City staff to develop workflow diagrams that represent the Department's key processes (permit applications, zoning approvals, etc.). Information from these diagrams were leveraged by the project team to make recommendations on how to best optimize development processes.

Rocklin (CA): As part of the assessment of the Community Development and Public Services Department organizational assessment, Joe supported senior project team members in the following areas:

- Facilitated the process mapping workshops to document development review, permitting, and inspection processes.
- Responsible for the customer survey outreach and analysis. Identified key strengths and challenges with the current operational approaches.
- Conducted a comparative survey with eight peer communities to understand their organizational structure, staffing approaches, and technology utilization.

Project Role: Joe will support both teams with data analyst, interviews, and stakeholder facilitation.

Years of Experience: 2

Education:

BA – Professional and Technical Communications, University of South Florida

Professional Association:

Florida City County Managers Association (FCCMA)

Engaging Local Government Leaders (ELGL)

Society for Technical Communications (STC)

JOHN OSBORNE, AICP

PRINCIPAL, GREEN STREET ASSOCIATES

John Osborne has over 26 years of experience in both local government and as a consultant focused on the processing and review of land development applications.

John most recently worked for Manatee County Government in as Deputy County Administrator and Planning Director and oversaw planning and development activities, and prior to that worked for another planning firm. Relevant highlights include:

- Past and current work with local governments updating land development regulations to improve performance and efficiency.
- Represent private sector clients throughout southwest Florida for land development entitlements.

Experience Highlights

Holmes Beach, FL: John led the firm's efforts on this engagement and identified improvement opportunities in the following key areas:

- Update portions of land development regulations to include review processes of specific updates.
- Geographic Information Systems support, development of field data tool, and update of various city layers.
- Review of land development and permit applications.

Manatee County, FL: Project focused on improving customer service, communication, process, and identification of dig ital technology needs. Helping implement the following:

- Led updates of development review processes to include updates to land development regulations focusing on economic development and redevelopment incentives.
- Analysis of planning, building, and code enforcement activities, organizational review, and process reengineering.
- Implemented digital site plan review and submittal system as transition to full online permitting software system.
- Analyze data and trends to develop long -term strategic goal s and plans for infrastructure and service delivery of departments.

Project Role: John will serve as an analyst for planning and development operations.

Relevant Clients:

FL Holmes Beach
FL DeSoto County

Years of Experience: 26

Years with Firm: 2

Education:

BA, University of South Florida, Geography, Minor in GIS.
MS, American Military University, Environmental Policy and Management.

Professional Association:

American Institute of Certified Planners (AICP)

American Planning Association

Florida Planning & Zoning Association

Growth & Infrastructure Consortium

Publications:

"He Practices What He Preaches," *Planning Magazine*, (May 2004)

"Complete Streets" FL Section Institute for Traffic Engineers (ITE), *FLITE Magazine*, (May 2014).

"A Business Approach to Growth Management in Manatee County, Florida, *Practicing Planner* Vol. 12, No. 3, 2014.

ELIA TWIGG, PE

PRINCIPAL OWNER, LANTIC SOLUTIONS

Elia Twigg is an accomplished licensed engineer, author and speaker with 20 years of experience in engineering, construction, and management. Highly motivated, self-starter, determined individual always striving to make continuous improvement through developing efficient processes and systems.

Experience Highlights

Lantic Solutions: Principal Engineer/Owner - Design septic systems (conventional, drip irrigation, etc.), drainage plans for single family and commercial properties, and small site plans and work with contractors to have more efficiencies in their offices.

Consor Engineers, LLC:

- Sr. Project Engineer - directed complex construction engineering administration and inspection projects and developed policies, methods, practices, and procedures.
- Local Agency Manager - managed and expanded relations with local governmental agencies.
- Other - developed in-house training for project managers and for emergency response duties, developed the process for implementing an emerging leader training program.

City of Palm Bay:

- Project Manager - Managed the City's major Public Works capital projects and managed consultants.
- Division Manager over Operations - Managed the operations for the division to include traffic operations, procurement, cost estimating, maintenance, construction, scheduling, budgeting.
- Right-of-Way Services Manager

Project Role: Elia will be an analyst for public works and utilities.

Years of Experience: 20

Education:

University of Florida

Master of Engineering in Civil Engineering

University of Florida
Bachelor of Science in Civil Engineering

Licenses and Certifications:

Florida Professional Engineering License

Advanced MOT

Stormwater Erosion and Sedimentation Control Inspector

Publications:

Co-Author of Executive Soft Skills Pocket Guide sold in the APWA bookstore

Author of several APWA Reporter Magazine articles with subjects pertaining to leadership and management topics

2 Experience

The Matrix Consulting Group is a management consulting firm dedicated to providing quality analytical assistance to local governments. Our company was formed in 2002 to focus solely on providing high-quality management consulting services to the public sector. Key information about our firm is provided in the following points:

- We were incorporated in California on January 1, 2003, and have been in business for 20 years. We are also registered to conduct business in the State of Florida.
- We are comprised of 25 full time and five part-time staff.
- We have a dedicated Public Works practice area that is based out of Fort Myers and Tampa. This team includes former Public Work executives and career consultants. We have completed over 100 dedicated studies for public work departments.
- We have a dedicated development review, permitting, and inspection practice area that includes former planning, permitting, and development executives. We have completed over 150 dedicated development review related studies. Additionally, we have evaluated and updated over 200 development fee schedules.
- Our most significant area of expertise is the provision of organizational and management assessments. As a firm, we have conducted over 100 organization-wide assessments which include the evaluation of public works and planning and development operations.

The Matrix Consulting Group is well-versed in the various aspects of public works and planning and development operations and processes, as well as the staffing and technology needs which accompany them. We take a holistic approach to evaluating operations, processes, policies, organizational structure and resource needs both to meet the current and projected workload. Our approach provides our clients with a comprehensive assessment of their organizations and implementable recommendations that are tailored to meet their unique needs.

3 Customer List

The Matrix Consulting Group has significant experience conducting organizational and operational assessments for Public Works and Planning and Development Departments over the past seven years. Due to our significant experience and staff changes with many clients, we are unable to provide contact information for all past clients. We have provided project abstracts and contact information for three projects each, contact information for our most recent clients, and project listing for similar projects since 2016.

1. References

The following provides project abstracts and references for three similar public works and development organizational and operational assessments completed by the proposed project teams.

Public Works

Fayetteville, NC	Organizational and Operational Review of the Public Services Department
Project Contact:	Sheila Thomas-Ambat, Public Services Director
Phone Number:	910-433-1329
Email:	SheilaThomasAmbat@fayettevillenc.gov
Project Dates:	2021-2022
Contract Amount / Final Cost	$136,500

Project Summary: Matrix Consulting was retained by the City of Fayetteville to conduct a comprehensive assessment of the Public Services Department including Engineering, Traffic Services, Storm Water Services, Streets, and Solid Waste. The goals of the study included an organizational efficiency and staffing analysis to help deploy strategies to utilize staff resources in the most effective manner, determine appropriate staffing levels for the Department, and recommend organizational structure changes to enhance Department service levels.

Recommendations included a reorganization of multiple divisions including Engineering, Traffic Services, and Streets to better align teams and delivery of services. Matrix also recommended implementation of an asset management program and the

use of technology for field staff to be able to assign and record work order information from the field.

Vacaville, CA	Organizational and Operational Review of the Public Works Department
Project Contact:	Brian McLean, Public Works Director
Phone Number:	707-449-5175
Email:	Brian.McLean@cityofvacaville.com
Project Dates:	2021-2022
Contract Amount / Final Cost	$66,500

Project Summary: In this study, the project team conducted an analysis of the Public Works Department which included Engineering, Construction, Facilities, Fleet, Parks, Streets, Transit, and Utilities divisions. The analysis included an organizational and operational assessment with particular focus on organizational structure and staffing.

Recommendations included a reorganization of the departmental leadership team as well as additional organizational structure changes to some of the divisions. The study also addressed use of technology, administrative systems and procedures, and asset management. The study also recommended consolidating and documenting the policies and operating procedures of the Department into an electronic manual accessible online by all staff.

Gilroy, CA	Organizational and Operational Review of the Public Works Department
Project Contact:	Jimmy Forbis, City Administrator
Phone Number:	408-846-0202
Email:	Jimmy.Forbis@cityofgilroy.org
Address:	7351 Rosanna Street, Gilroy CA 95020
Project Dates:	2022
Contract Amount / Final Cost	$65,000

Project Summary: In this study, the project team conducted an analysis of the Public Works Department which included Engineering, Transportation, Environmental Compliance, Park Maintenance, Street Maintenance, Urban Forestry, and Water and

Wastewater Maintenance and Operation. The study aimed to promote an environment of continuous improvement and efficient and effective use of staff.

Recommendations were given in operations, work practices, staffing and workload. Key recommendations included several organizational changes such as the creation of a sewer maintenance team separate from street maintenance and the relocation of park reservations out of maintenance operations. Recommendations also included development of an asset management program with enhanced utilization of the software solution in place, implementation of technology to for development review and permitting, and development of work calendars and work schedules utilizing the software solution already in place.

Planning and Development

Clearwater, FL	Business Process Study of the Development Process
Project Contact:	Gina Clayton, Planning and Development Director
Phone Number:	727-562-4587
Email:	gina.clayton@myclearwater.com
Project Dates:	May 2022 – January 2023
Project Fee:	$94,930

Project Summary: This study was a review of the City's development review, permitting and inspection processes and included staff in Planning and Development, Engineering, Transportation, Fire, and Utilities. Key tasks included the diagramming of existing processes, identification of opportunities to streamline processes, review of current organizational structure, staffing, and technology utilization. This engagement also included an extensive customer and stakeholder outreach.

Clearwater has adopted robust processing times for development review (planning) and building permit applications and have leveraged the use of their permitting system to help facilitate an efficient and collaborative review process. Recommendations made as part of this project included: update the permitting software system to be more user friendly (internal and external), cross train Development Services Technicians, implement succession planning, improve staff's knowledge of the overall development process, hire an internal permitting software business analyst, consolidate floodplain administration through the creation of a new Floodplain Administrator, and create an online one stop shop for development.

Miami Beach, FL	Development Services Assessment
Project Manager:	Natasha Diaz, Assistant Building Director
Phone Number:	305-673-7000 ext 26335
Email:	NatashaDiaz@miamibeachfl.gov
Project Dates:	November 2018 – May 2019
Contract Amount / Final Cost	$74,900

Project Summary: The firm was engaged by the City to conduct review of the following areas: timeliness of service delivery, decisiveness and authority levels, processes utilized, charter requirements versus delegated authority, a best practices review, internal controls and customer outreach. Current challenges included duplication of review authority between various departments, application of the adopted ordinance, communication challenges, meeting performance goals, and understanding of individual and collective roles in the review process. Also, challenges existed related to historic designation and redevelopment of quasi-historical properties. The combination of these challenges resulted in a cumbersome and lengthy application and review time.

Key recommendations focused on: updating of policies and procedures to align with state statues, establishment of performance standards, reduction in processing time through cross-training of reviewers, process redesign to eliminate manual scanning of documents for review through implementation of electronic submittals, increasing the number of administrative approvals, require completeness checks on all submittals, implementation of a Development Review Committee, reallocation of various variance approvals from the Land Use Board to the Board of Adjustment, modification and simplification of zoning to reduce multiple overlays, and modification of the existing land development ordinance to create a simplified and consist review process.

Knoxville, TN	Evaluation of the Development Review Process
Project Manager:	Cheryl Ball, Deputy Policy Officer
Phone Number:	865-310-0379
Email:	CBall@knoxvilletn.gov
Project Dates:	May – November 2022
Project Fee:	$124,900

Project Summary: The Matrix Consulting Group was tasked with reviewing the City's development review, permitting, and inspection processes. The provision of development services is provided by a combination of three City departments, a regional planning agency, a public utility agency, and the County Health Department. As part of this assessment the project team reviewed: technology system and integration, communication/collaboration, customer information and outreach, processes, the adopted development code, performance goals, and staffing needs.

Key findings and recommendations included: There was a clear lack of integration between review disciplines and the need for greater technology access, utilization, and integration, clarity in roles and responsibilities of reviewers, enhanced communication and collaboration, and increased centralized oversight of the development process. Several recommendations focused on updating the development code to streamline the process, modify the code the remove ambiguity, and to align current practices with the code. Also, the project team made several organizational structure recommendations that including creating a standalone City Planning Department, place all four development departments under a single Development Officer, modify the requirements for Fire Inspectors, and increase staffing in Engineering, Planning, and Building Plans Reviewers/Inspectors to meet performance goals and workload levels.

2. Project Listing

The following table provides a summary of Public Works Department and Planning and Development Department organizational and operational assessments. We have provided project contact information for projects since 2020, if the project manager is still with the organization.

Client	Project Description	Cost	Dates	Contact Info
Anderson County, SC	Public Works Study	$42,000	2016	
Blacksburg, VA	Development Review Process Analysis	$59,000	2018	
Boston, MA	Inspectional Services Department Operational and Staffing Assessment	$125,000	2017 - 2018	
Boulder, CO	Asset Management Study	$61,000	2019	
Cedar Hill, TX	Public Works Study	$36,000	2017	
Clearwater, FL	Evaluation of the Development Review, Permitting,and Inspection Processes	$94,940	2022 - 2023	Gina Clayton 727.562.4587 gina.clayton@myclearwater.com
Colton CA	Public Works & Utilities Study	$24,500	2016	
Dallas, TX	Evaluation of the Staffing, Technology, and Organizational for the Development Services Department / Implementation Assistance	$135,000	2021 – 2022 / Ongoing	Andrew Espinizo 214.671.9148 andrew.espinoza@dallascityhall.com
Dublin, CA	Public Works Study	$51,500	2021	Andrew Russell 925.833.6630 Andrew.russel@dublin.ca.gov

Client	Project Description	Cost	Dates	Contact Info
Everett, WA	Public Works Operations Organizational Assessment (Included Building and Planning)	$125,000	2018 - 2019	
Fayetteville, NC	Public Works Organizational and Operational Assessment	$136,500	2021	Sheila Thomas-Ambat 910.433.1329 SheilaThomasAmbat@FayettevilleNC.gov
Flower Mound, TX	Assessment of the Town's Development Review and Inspection Services	$34,900	2020	JP Walton 972.874.6081 Jp.walton@flower-mound.com
Forest Grove, OR	Community Development and Engineering Development Review Assessment	$39,000	2020 - 2021	Bryan Pohl 503.992.3227 BPohl@forestgrove-or.gov
Fort Myers, FL	Review of the Development Process	$49,000	2018	
Fort Worth, TX	Staffing Assessment of Code Compliance	$95,000	2019	Brandon Bennett 817.392.1234 Brandon.bennett@fortworthtexas.gov
Gallup, NM	Public Works Study	$49,750	2019	
Greeley, CO	Organizational Study of the Community Development and Economic Development Departments	$72,000	2022	Paul Fetherston 970.350.9730 Paul.Fetherston@greeleygov.com
Haverhill, MA	Highway Division Study	$29,800	2019	
Haverhill, MA	Facilities Management Study	$24,900	2019	
Joliet, IL	Water and Wastewater Study	$54,700	2016	
Knoxville, TN	Development Review Process Evaluation	$124,900	2022	Cheryl Ball 865.310.0379 cball@knoxvilletn.gov
Lake County, IL	Phase 2 DOT Study	$39,000	2017	
Lake County, IL	Facilities Management Study	$94,900	2019	
Littleton, CO	Building and Grounds Study	$35,000	2019	

Client	Project Description	Cost	Dates	Contact Info
LA County ISD, CA	Custodial Study	$99,000	2018	
Los Angeles, CA	Street Lighting Study	$75,000	2019	
Mamaroneck, NY	Review of the Development Process	$40,000	2018 - 2019	
Menlo Park, CA	Community Development and Public Works Organizational Assessment	$103,000	2018 - 2019	Justin Murphy 650.330.6725 jicmurphy@menlopark.gov
Metropolitan Council, MN	Facilities Study	$144,900	2020	
Miami Beach, FL	Review of the Development Services Operations, Processes, and Staffing Assessment	$74,900	2018 - 2019	Natasha Diaz 305.673.7000 ext26335 natashadiaz@miamibeachfl.gov
Milpitas, CA	Development Review Staffing, and Fee Assessment	$215,000	2018 - 2019	
Mountain View, CA	Development Review Process and Operational Assessment	$84,000	2021	Aarti Shrivastava 650.903.6456 Aarti.Shrivastava@mountainview.gov
Napa County, CA	Planning Department Operational Review	$64,500	2017 - 2018	
Oklahoma City, OK	Streets Maintenance	$57,000	2020	
Pittsburgh, PA	Public Works Study	$25,000	2017	
Prosper, TX	Assessment of the Development Review Process	$36,000	2021 - 2022	Hulon Webb, Jr 972.569.1065 HWebb@prospertx.gov
Richland, WA	Development Services Audit	$74,500	2022 - 2023	Joe Schiessl 509.942.7558 JSchiessl@ci.richard.wa.us
Riverside, CA	Community Development Organizational Audit	$84,500	2020 - 2021	

Client	Project Description	Cost	Dates	Contact Info
Rocklin, CA	Community Development and Public Services Organizational Evaluation	$49,900	2022 - 2023	Elizabeth Sorg 916.625.5582 elizabeth.sorg@rocklin.ca.us
Rowan County, NC	Centralized Permitting Evaluation	$72,000	2019 - 2020	Randy Cress 704.216.8114 Randy.cress@rowancountync.gov
Sammamish, WA	Development Fee Schedule and Staffing Analysis	$39,000	2021	Sara Estiri 425.295.0543 sestiri@sammamish.us
San Mateo County, CA	Public Works Study	$89,600	2016	
Snohomish County, WA	Roads Study	$58,700	2022	James Parker 425.388.7541 James.Parker@SnoCo.org
Toho Water Authority, FL	Update to the Development Review Process and Operational Assessment	$25,000	2018	
Torrington, CT	Public Works Study	$32,800	2016	
Vacaville, CA	Public Works Study	$66,500	2021	Brian McLean 707.449.5175 Brian.McLean@cityofvacaville.com
Vancouver, WA	Traffic Engineering Study	$34,500	2016	
Waukesha County, WI	Permitting Process Evaluation	$25,000	2018	
Windsor, CT	Public Works Study	$49,500	2016	

4 Project Approach

This section of our proposal includes an overview of our project management approach, followed by a detailed task plan.

1. Our Philosophy and Approach

The Matrix Consulting Group takes a clearly defined, client-centered project approach to each study we conduct. Key elements of our philosophy and approach to providing consulting services include the following:

- A principal of the firm is involved in every project, providing oversight, quality control and management assistance for all of our studies. For this study Alan Pennington, Senior Vice President will serve in this capacity as project manager. Moreover, our lead analysts on for each department, Jen Winter, P.E. and Aaron Baggarly, AICP are senior managers in our public works and community development practices.
- We are objective and data driven. We do not base our recommendations on opinions or simple comparative measures. We ensure that our analysis is based on a comprehensive understanding of our client's unique service level goals, workloads, risks, regulations, and operating environment.
- Our projects are approached with a firm grounding in analytical methodology. Our clients receive detailed analysis of their specific issues. All impacts are identified and analyzed in detail to ensure that recommendations can be implemented, and our clients can understand the reason for change.
- Our projects are characterized by extensive interaction between consultants and clients, including both executive management and policy makers, as well as supervisory and line-level staff. We will specifically speak to those individuals who are involved in the respective operations and processes to learn more about their roles and to obtain feedback regarding our analysis, findings, and potential solutions.
- We prioritize formal project management techniques to ensure clear communication, timely task completion, and a thorough analysis of issues. We take pride in delivering our work on time, on budget, and at a level of quality which exceeds expectations.

These five pillars guide our work and have resulted in successful projects and satisfied clients.

2. Project Management and Controls

We believe very strongly in the science of our craft. As a result, we utilize formal project management techniques in our studies. These techniques include:

- All project work activities are defined in advance and tied to each project team member, deliverables, the schedule, and the budget.
- The project manager briefs each project team member on their roles and expectations. This is accomplished in writing and in person.
- The project manager and lead analysts develop general and project specific data collection plans and interview guides for all staff.
- Project team and client expectations and results are managed on a bi-weekly basis by developing and utilizing formal project schedules and reporting tools.
- The project manager designs and personally reviews all interim and final products before they are delivered to the client.
- We have frequent client review meetings to discuss the quality and direction of the project through interim deliverables.

These project management approaches have resulted in all of our projects being delivered at a high level of quality, on time and on budget.

3. Project Task Plan

The following task plan outlines our proposed project task plan to conduct a comprehensive organizational and operational review of the Public Works / Utilities, and Planning and Development Departments. We propose to conduct this study simultaneously and with the same work plan. Exceptions are noted in the task plan when the task or subtask may only apply to one department.

For each task, there is an associated deliverable to be reviewed by the City's project team. We propose separate deliverables for each Department, including draft and final reports.

Task 1 | Project Kickoff

In this task, the project team will hold a virtual project initiation and kickoff meeting with the City's project steering committee and appropriate departmental and divisional personnel. During this kickoff, the City will share the study goals, desired scope of service objectives, and potential comparative jurisdictions. As a result of this project initiation, the project team will finalize the project schedule, data collection instrument, updated

project task plan (if necessary), and determine who the p rimary point of contact is for each department. Then we will begin scheduling initial staff interviews.

> Task Deliverable – **The project team will develop a kickoff meeting agenda and provide a project schedule, data collection list, and updated work plan (if necessary) to the City's project coordinator (s) and schedule initial interviews with staff.**

Task 2 | Develop an Existing Condition Assessment.

To evaluate the department operations, processes, and work practices, we need to develop an in -depth understanding of the key issues impacting and shaping service requirements both internally and externally. To develop this perspective, we will conduct interviews with staff, City management and other staff/officials who are involved in various activities of the two departments .

These interviews will focus on understanding and documenting the following areas:

- Adequacy of service levels and gaps in existing levels of service.
- Goals and objectives for the delivery of services for each division.
- Document technical skill set, training, and certifications of staff.
- Adequacy of management systems and technology and the extent to which managers utilize this information to make meaningful service decisions.
- Outsourcing ph ilosophy of the department, the services that are currently outsourced/contracted and additional candidates for alternative service delivery to meet peak workload demands.
- Identification of relevant workload for staff in each functional area.
- Understand the current technology systems and utilization for each team.

Next, we will develop a detailed description of the services provided by each operational entity. Our focus will be on how services are delivered, staffed, and managed, as well as the costs associated with the delivery of those services. The development of this detailed description will be based on interviews as well as on the collection of operating information and data, including the following:

- The current organization of each division and team:
  - The structure and functions of each division and unit.
  - The staffing levels of each division.
  - Supervisor to staff ratios of each division.
  - The basic job responsibilities of staff.

- Documentation of all key operations:
  - Service scope and content.
  - How staff are scheduled and deployed.
  - Workload data and base service levels.
  - The extent of any contracted services by type, size, and cost.
- Documentation of management systems to support divisional operations:
  - Organizational business processes and procedures; and
  - Performance monitoring systems.
- Document current performance targets related to major services areas.
- Document the current coordination mechanisms and procedures in place to coordinate service delivery among different departments and divisions.
- Document how operations, processes, and workload has changed recently.

Once initial data collection activities have been completed, the project team will prepare a summary descriptive profile that presents our understanding of the current organization, staffing, and operations for both departments.

> Task Deliverable – **An existing conditions profile summarizing the current staffing levels, roles, supervisor ratios, workload, and technology profile for each functional area within the respective department.**

Task 3 Assess Internal and External Stakeholder Satisfaction With Services Provided.

To ensure that the project team has a good understanding of the customer's perspective of services provided by Public Works and Planning and Development, the project team will complete internal and external outreach. For internal customers the project team will interview various individuals who interact on a regular basis with the two d epartments. This outreach will include a combination of individual and team interviews with other City staff who received services, particularly from Public Works (e.g. , fleet maintenance, landscaping and grounds, capital project engineering, etc.).

The Planning and Development Department provides a significant number of services to the public and development community. For their operations , we will conduct both a stakeholder survey and online focus group meeting with prior customers. These efforts will be designed to understand the key concerns that are impacti ng satisfaction levels with the development review, permitting, and inspection process . This effort will also be utilized to identify suggestions from customers for improvement opportunities.

The online survey would be distributed to prior customers from the last three years. The survey would cover various issues including:

- Clarity and understanding of the City's development processes and requirements.
- Consistency of the process, reviews, timeliness, and approach of the City.
- Level and quality of services provided by the City.
- Overall commitment of the organization to exceptional customer service.
- Areas of inefficiency or difficulty in processing applications, requesting inspections, or resolution issues with the City.
- Services, service levelsor technologies desired by customers.

In addition to the online survey, the project team would conduct threeonline focus groups with prior customers to elicit more detailed and specific information. While focus groups take more time and effort than customer satisfaction surveys, the interactivity of a focus group typically provides clearer feedback and enables the project team to follow-up on issues identified in the survey. Each focus group would consist of individuals who have recently conducted business with the City and would be selected from prior recent clients who have interacted with the Planning and Development Department.

Task Deliverable – **Summary of internal and external customer feedback from interviews, surveys, and focus group meetings identifying key trends and issues.**

Task 4 | Best Practices and Comparative Assessment

In this task, our project team will utilize a best management practices assessment and a comparative survey to evaluate staffing, organizational structure, supervisor ratios, productivity, processes, policies, use of technology, management planning, as well as many other dimensions of organizational performance for development review functions. To accomplish this, we would undertake the following:

Best Practice Assessment: Evaluate the services provided by the departments in regard to organization composition, roles/responsibilities, technology, staffing approaches, and operational activities in the context of best management practices in the profession. When conducting the best management practices assessment, each operational area would be assessed against a unique set of management practices. We will evaluate the programs and practices of the various divisions in areas such as staffing, management and strategic planning, process, training, communication, timelines, technology, and funding sources.

The best practice assessment will include the identification of areas where the City currently

meets or exceeds the best practice. More importantly, the analysis will ide ntify areas where current gaps and shortcomings exist and therefore present opportunities for improvement of existing operations. The best practice assessment will begin to clearly identify major operational issues and will include preliminary analysis of workload and process data.

Comparative Assessment: In this task, the project team will conduct a comparative assessment up to five other similar municipal organization. We would compare the service delivery model, organizational structure, supervisor ratios, performance timelines, technology utilization, and other organizational characteristics to current Bradenton operations. The comparative survey would provide insight regarding how the City compares to other city organizations and identify areas for further inquiry for potential modification to enhance efficiency and effectiveness of service delivery utilization.

A summary of th e findings from these two efforts will be developed as an interim deliverable and shared with the City's project work group. The results of this task will provide a strong understanding of current strengths of the organization and a listing of potential improvement opportunities for further evaluation in later tasks.

Task Deliverable – **An evaluation of department practices compared to industry best practices and comparable jurisdictions and a summary of issues identified from th is assessment.**

Task 5 | Conduct Organizational and Operational Assessment.

This task involves an evaluation of workload, staff utilization, work practices, technology use, service levels, staffing levels, and organizational structure. We will address these issues by employing several different approaches, such as those outlined below:

- Evaluate the adequacy of major work practices utilized by each division. This analysis will include the review of divisional workload. Additional analysis will focus on the identification of op portunities to streamline internal processes and assignments as well as work practices to increase productivity and/or enhance their effectiveness. Also, we will identify the degree to which key projects or work tasks are not being accomplished due to lac k of staff and assess the extent to which tasks could be absorbed through streamlining of work process, if at all. Analysis will also focus on defining specific roles of various staff each division and updating corresponding job duties if needed. Process diagrams will be revised if significant process reengineering is recommended .
- Evaluate customer service including internal and external customers . The project team will analyze the level of service provided to both internal and external

customers. The project team will address coordination between divisions for the various business processes and approach used for public outreach and education.

- Evaluate current technology systems. This task will focus on understanding and assessing current technology systems utilized by the City. The project team will evaluate the current software suites to evaluate how effectively all functionalities of the software have been implemented, degree to which GIS is implemented and utilized, how mobile and handheld devices are used in the field, and the degree to which current systems result in efficient information -sharing and elimination of duplicative input. We will also evaluate how proposed changes to the use of technology may impact efficiencies and operations and identify any current issues related to accessibility and training related to the use of technology.
- Identify impediments for current processes and identify process improvements. The project team will evaluate current processes, laws and regulations to identify issues that are driving any inefficiencies in staffing or processes or other issues that impact the efficiency of the various plan review and inspection processes. This task may result in alternative process approaches that will streamline current work approaches. Analysis will also include identification of processes that may require potential policy/ordinance changes that may be required for implementation. Finally, the project team will assess the impact of technology and organizational changes on the various work processes.
- Evaluate staff resources. In this analysis, we will evaluate the existing and projected workload to identify the staffing resources needed to complete these work tasks in respect to desired service levels. This will include a review of both internal and contracted staffing resources and to process both consistent and peak workload times. Staffing resources will be identified by position.
- Assess how each division and department is organized. The project team will evaluate the overall plan of organization forthe department and each primary work group. We will utilize a number of principles in the evaluation of organizational structure including:
  - Does the approach to organizing development foster accountability and are supervisor spans of control appropriate and consistent?
  - Does the current organizational structure provide adequate communication and coordination and enhance shared knowledge?
  - Do the plans of organization enable staff to provide better public service.

- Is there consistency among organizational structure, employee classification, and roles and responsibilities between divisions and departments?

The result of this analysis will be a proposed organizational structure for each division and department to meet service demands.

In conjunction with earlier interviews, data collection and the best practice assessment described in previous tasks, the project team will, at this juncture, be able to evaluate the efficiency of performance of current tasks and determine which of these should continue to be performed by internal staff, and those that should either be outsourced or discontinued, and the policy or process changes needed to increase consistency or increase the efficiency and effectiveness of the services provided. A comprehensive operational and organizational structure analysis will be provided at the conclusion of this task.

> Task Deliverable – **A summary of the analysis and key findings in work practices, policies and procedures, service levels, customer service, operations, technology, organizational structure, staffing allocation resources, and employment practices.**

Task 6 | Prepare a Draft and Final Report.

Once the work tasks noted above have been completed, our analysis, findings, and conclusions will be documented and reviewed with the City project team. The draft and final reports will contain the following elements:

- An executive summary that includes the recommendations with implementation plans for each showing the priority, lead entity for recommendation implementation, timeframe, and any cost/savings.
- Final analysis of the stakeholder survey and focus group meeting feedback (Planning and Development Department analysis only).
- Final comparative and best practice assessments.
- Detailed analysis of historic workload trends, performance metrics, and impediments to the current process. Recommendations to improve the current approach to work practices and identify improvement opportunity relating to philosophies and commitments, staffing required given these commitments, managerial and operational practices for improved service delivery.

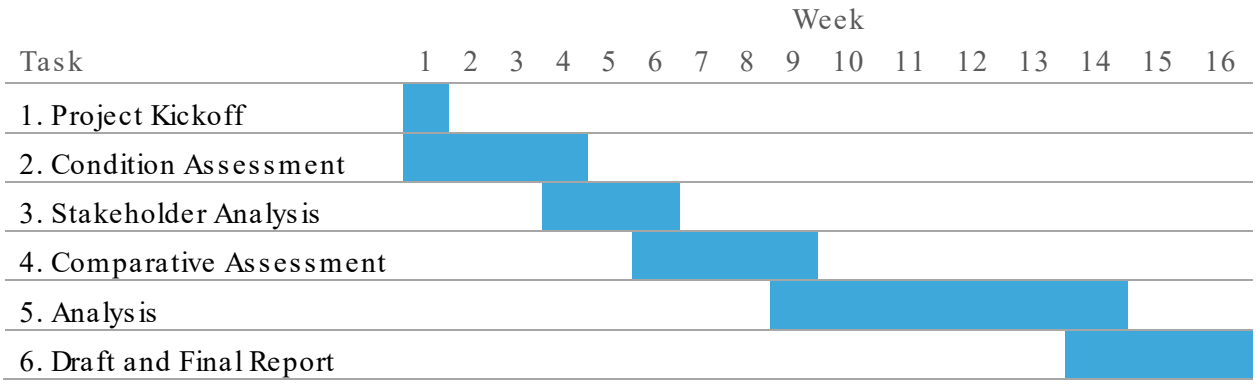
Once staff and the internal Project Steering Committee have reviewed the draft final report and implementation timeframe and provided input, we would develop the final

report and deliver to the City Project Team. We will be available to make a presentation of our findings and recommendations to the City Manager and/or City Council.

> Task Deliverable – **The product of this task would be the draft and final reports including an implementation plan, and presentation to the appropriate governing bodies.**

5 Schedule/Timeline

We have proposed a work plan that would complete each study over a sixteen (16) week schedule. Both studies, if awarded to the firm, would be conducted concurrently. The following graphic outlines the proposed project schedule.



Deliverables associated with each task will be provided at the conclusion of the task. The draft report will be provided during Week 15.

6 Compensation

We propose to conduct the organizational and operational assessment for both the Public Works and Planning and Development Departments for a not-to-exceed price of **$97,240.** The allocation of hours and costs by task is shown in the following table:

Task	Project Manager	Senior Manager	Manager	Cons.	Subs	Total Hours	Total Fee
1. Project Kickoff	2	4	0	0	0	6	**$1,400**
2. Condition Assessment	4	48	48	16	48	164	**$30,080**
3. Stakeholder Analysis	2	16	0	16	0	34	**$5,800**
4. Comparisons	4	24	16	0	24	68	**$13,240**
5. Analysis	8	48	48	0	48	152	**$29,280**
6. Draft and Final Report	8	24	16	0	24	72	**$14,440**
Total Hours	**28**	**164**	**128**	**32**	**144**	**496**	
Hourly Rate	$300	$200	$175	$125	$185		
Total Professional Fees	**$8,400**	**$32,800**	**$22,400**	**$4,000**	**$26,640**		**$94,240**
Travel Expenses							$3,000
Total Project Cost							**$97,240**

If the studies were to be awarded separately, the not-to-exceed price for the Public Works Department study would be $64,400. The not-to-exceed price for the Planning and Development Department would be $52,940. These separate prices are shown in the following two tables:

Public Works

Task	Project Manager	Senior Manager	Manager	Cons.	Subs	Total Hours	Total Fee
1. Project Kickoff	2	2	0	0	0	**4**	**$1,000**
2. Condition Assessment	2	32	28	16	28	**106**	**$18,800**
3. Stakeholder Analysis	2	8	0	0	8	**18**	**$3,600**
4. Comparisons	2	16	8	16	8	**50**	**$8,600**
5. Analysis	8	28	24	0	24	**84**	**$16,400**
6. Draft and Final Report	8	24	16	8	24	**80**	**$15,200**
Total Hours	**24**	**110**	**76**	**40**	**92**	**342**	
Hourly Rate	**$300**	**$200**	**$175**	**$125**	**$175**		
Total Professional Fees	**$7,200**	**$22,000**	**$13,300**	**$5,000**	**$16,100**		**$63,600**
Travel Expenses							$800
Total Project Cost							**$64,400**

Planning and Development

Task	Project Manager	Senior Manager	Manager	Cons.	Subs	Total Hours	Total Fee
1. Project Kickoff	2	2	0	0	0	4	**$1,000**
2. Condition Assessment	2	16	16	4	16	54	**$10,060**
3. Stakeholder Analysis	2	8	0	16	0	26	**$4,200**
4. Comparisons	4	8	16	16	8	52	**$9,080**
5. Analysis	8	20	16	0	16	60	**$12,160**
6. Draft and Final Report	8	24	16	0	24	72	**$14,440**
Total Hours	**26**	**78**	**64**	**36**	**64**	**268**	
Hourly Rate	**$300**	**$200**	**$175**	**$125**	**$185**		
Total Professional Fees	**$8,400**	**$32,800**	**$22,400**	**$4,000**	**$26,640**		**$50,940**
Travel Expenses							$2,000
Total Project Cost							**$52,940**

Form#1 – Response Form

City of Bradenton
RFP Response Form

Company Name: Matrix Consulting Group, Ltd.

Date Submitted May 2, 2023

PROJECT IDENTIFICATION: RFP# RFQ # 23-009EJ

NAME: Organizational and Operational Assessment

COMPANY NAME: Matrix Consulting Group, Ltd.

NAME & TITLE: (TYPED OR PRINTED) Richard Brady, President

BUSINESS ADDRESS: (PHYSICAL) 1650 S. Amphlett Blvd. Suite 213
San Mateo, CA 94402

CORPORATE OR MAILING ADDRESS: ☒ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ

E-MAIL ADDRESS: rbrady@matrixcg.net

PHONE NUMBER: (650) 858-0507 FAX NUMBER: (650) 397-4050

In submitting this proposal, Proposer makes all representations required by the Instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the RFP Documents and of the following addenda:

No.	1	Dated:	April 4, 2023	No.		Dated:	
No.	2	Dated:	April 12, 2023	No.		Dated:	
No.	3	Dated:	April 21, 2023	No.		Dated:	

City of Bradenton, Bradenton, Florida

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this Request for Proposal (RFP) as Principal, and that this RFP is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications or scope of work for said service for the prices as listed on the city provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number: 05-0545979

(1) Employer Identification Number -or- (2) Social Security Number:

** *The City of Bradenton collects your social security number for tax reporting purposes only*

ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.

Where Proposer is a Corporation, add:

Matrix Consulting Group, Ltd.
Company Name: (Name printed or typed)

(Seal)

Attest:

Authorized Proposer:

Richard Brady
Proposer: (Name printed or typed)

President
Authorized Signature and Proposer Title

Courtney Ramos
Secretary

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. Please refer to website: *www.sunbiz.org*

Form# 2 – Interest in Competitive Bid

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
Brady Richard Paul	President
MAILING ADDRESS 1650 S. Amphlett Blvd. Suite 213	AGENCY
CITY ZIP COUNTY San Mateo, CA 94402 San Mateo	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:

2. The person submitting the bid is: Name Position

3. The business entity with which the person submitting the bid is associated is:

4. My relationship to the person or business entity submitting the bid is as follows:

5. The nature of the business intended to the transacted in the event that this bid is awarded is as follows:
   a. The realty, goods and/or services to be supplied specifically include: _____
   b. The realty, goods and/or services will be supplied for the following period of time: _____
   c. Will the contract be subject to renewal without further competitive bidding? ____ Yes ____ No if so, how often? _____

6. Additional comments:

7. Signature Date Signed Date Filed

FILING INSTRUCTIONS

If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $5,000.00.

Form# 4A- Negligence or Breach of Contract Disclosure Form

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1.	Your Company Name	Matrix Consulting Group, Ltd.				
2.	Type of Incident	**Place an X in the appropriate block.**	Alleged Negligence		Breach of Contract	
3.	Date of Incident	N/A				
4.	Who Took Action Against Your Company? (Include name, state, and City.)					
5.	What was the initial circumstance for this action?					
6.	What was the final outcome of this action?					

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE" on the page and return it with the company name completed.

Page Number: [ ] of [ ]

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

Alternate Reporting: If you have too many lawsuits report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the plaintiff (Do not include litigation with your company as the plaintiff), Date of filing, initial reason for circumstances, final outcome. Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" of you use this alternate method

Form# 5 – Drug-Free Workplace

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Matrix Consulting Group, Ltd.	Richard Brady, President
CONTRACTOR VENDOR NAME	AUTHORIZED SIGNATURE

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Matrix Consulting Group, Ltd.

Respondent's Authorized Representative Name and Title: Richard Brady, President

Address: 1650 S. Amphlett Blvd. Suite 213

City: San Mateo State: California Zip: 94402

Phone Number: (650) 858-0507 Respondent FEIN: 05-0545979

Email Address: rbrady@matrixcg.net

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: Richard Brady,

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

Print Name and Title: Richard Brady, President

Form# 3 – Non-collusive Affidavit

NON-COLLUSIVE AFFIDAVIT
(Prime Contractor/Vendor)

State of California

County of San Mateo

Richard Brady, being first duly sworn, deposes and says that they are

President, the party making the fore-going solicitation
(*Partner or officer of the firm, etc.*)

is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or to fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the City of Bradenton of any person interested in the proposed contract; and that all statements in said solicitation are true.

Richard Brady
(Contractor/Vendor, *if the Contractor/vendor is an individual;*
Partner, if the Contractor/vendor is a partnership;
Officer, if the Contractor/vendor is a corporation)

Matrix Consulting Group, Ltd.
(*Company Name*)

STATE OF California

COUNTY OF San Mateo

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online, this 4/28/23 by RICHARD BRADY of MATRIX CONSULTING GROUP, a CA corporation, on behalf of the corporation. He/She is personally known to me or has produced CADL as identification.

(*Signature of person taking acknowledgment*)

Michelle A. Melkun
(*Name of notary typed, printed or stamped*)

Notary Public
(*Title or rank*)

MICHELLE ANNE MELKUN
Notary Public - California
San Mateo County
Commission # 2429562
My Comm. Expires Dec 7, 2026

(*Serial number, if any*)

Form# 4 – Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to City of Bradenton
(*Print name of the public entity*)

by Richard Brady, President
(*Print individual's name and title*)

for Matrix Consulting Group, Ltd.
(*Print name of entity submitting sworn statement*)

whose business address is 1650 S. Amphlett Blvd. Ste. 213 San Mateo, CA 94402

(If applicable) its Federal Employer Identification Number (FEIN) is 05-0545979

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime: or:

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a join venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

Form# 4 – Public Entity Crimes

6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (*Please indicate which statement applies.*)**

__X__ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

R Brady
_____
(Signature)

4/28/23
_____
(Date)

STATE OF California
COUNTY OF San Mateo

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 28th day of, APRIL 2023, by RICHARD BRADY.

_____
(Signature of Notary Public - State of Florida)

MICHELLE ANNE MELKUN
Notary Public - California
San Mateo County
Commission # 2429562
My Comm. Expires Dec 7, 2026

MICHELLE A. MELKUN
(Print, Type, or Stamp Commissioned Name of Notary Public)

X Personally Known OR _____ Produced Identification
Type of Identification Produced CA DL

EXHIBIT A



Detail by FEI/EIN Number

Foreign Profit Corporation
MATRIX C G INC.

Cross Reference Name

MATRIX CONSULTING GROUP, LTD

Filing Information

Document Number	F06000005103
FEI/EIN Number	05-0545979
Date Filed	08/02/2006
State	CA
Status	ACTIVE

Principal Address

1650 S. Amphlett Boulevard
Suite 213
San Mateo, CA 94402

Changed: 06/15/2020

Mailing Address

1650 S. Amphlett Boulevard
Suite 213
San Mateo, CA 94402

Changed: 04/25/2021

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 08/15/2018

Address Changed: 08/15/2018

Officer/Director Detail

EXHIBIT A

Name & Address

Title PRES, CFO, Director

BRADY, RICHARD P
1650 S. Amphlett Boulevard
Suite 213
San Mateo, CA 94402

Title Director

PENNINGTON, ALAN
101 SOUTHPOINTE DRIVE
EDWARDSVILLE, IL 62025

Title Director, Secretary

Ramos, Courtney
1650 S. Amphlett Boulevard
Suite 213
San Mateo, CA 94402

Title Director

Brady, Ian
1650 S. Amphlett Boulevard
Suite 213
San Mateo, CA 94402

Annual Reports

Report Year	Filed Date
2021	04/25/2021
2022	04/24/2022
2023	01/17/2023

Document Images

01/17/2023 -- ANNUAL REPORT	View image in PDF format
04/24/2022 -- ANNUAL REPORT	View image in PDF format
04/25/2021 -- ANNUAL REPORT	View image in PDF format
05/01/2020 -- ANNUAL REPORT	View image in PDF format
01/11/2019 -- ANNUAL REPORT	View image in PDF format
08/15/2018 -- Reg. Agent Change	View image in PDF format
01/13/2018 -- ANNUAL REPORT	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format

EXHIBIT A

01/22/2016 -- ANNUAL REPORT	View image in PDF format
06/24/2015 -- ANNUAL REPORT	View image in PDF format
04/17/2014 -- ANNUAL REPORT	View image in PDF format
03/28/2013 -- ANNUAL REPORT	View image in PDF format
08/16/2012 -- ANNUAL REPORT	View image in PDF format
01/14/2011 -- ANNUAL REPORT	View image in PDF format
01/24/2010 -- ANNUAL REPORT	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
04/25/2008 -- ANNUAL REPORT	View image in PDF format
04/27/2007 -- ANNUAL REPORT	View image in PDF format
08/02/2006 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

EXHIBIT B

Bradenton Planning Building Fee Comparison Proposal

matrix consulting group

Erin Jones
Purchasing Manager
City of Bradenton
101 Old Main St. W.
Bradenton, FL 34205-7865

Dear Ms. Jones,

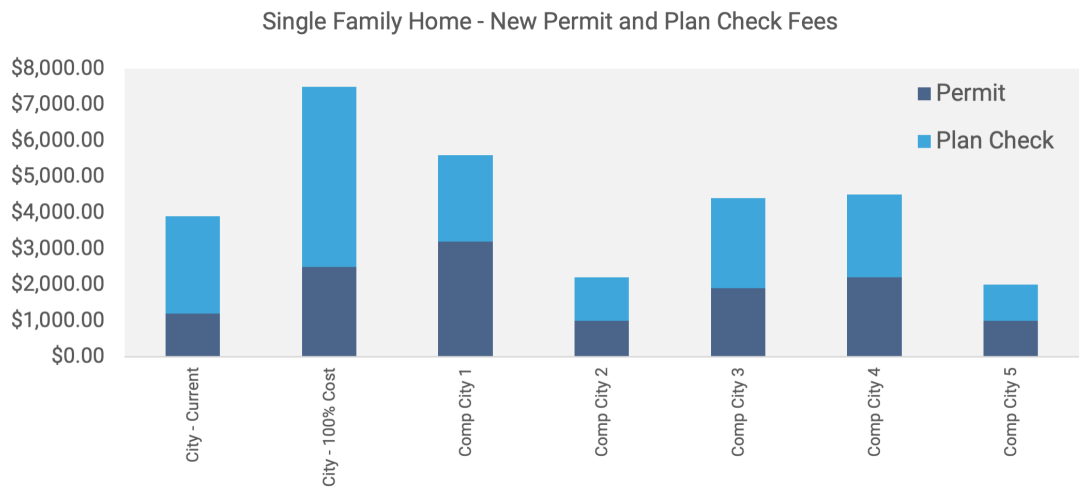
The City of Bradenton is currently contracting with our firm to conduct an organizational and operational assessment of Planning and Development and Public Works. As part of this assessment, the City would also like to evaluate how the fees charged for those services compare to other local and regional jurisdictions. This comparison will help the City understand where their fees are within the market for these fees and provide context for when comparable jurisdictions last increased their fees.

The following sections provide an overview of the proposed scope of services, schedule, and pricing.

Scope of Services

The scope of this analysis is to conduct a comparative survey for Planning and Building Services' fees. We will work with the City to identify jurisdictions in Manatee County or elsewhere in Florida to conduct a comparative survey of fees. This comparative survey will include the following:

- Developing fee scenarios for Planning and Building services to be compared to other jurisdictions. (e.g., new 2,500 square foot single family home valued at $300,000, commercial tenant improvement of 500 square feet valued at $25,000, etc.)
- Displaying the results of the fee analysis graphically for easy visual comparison purposes. Rather than just collecting what other jurisdictions charge for services and presenting the information in a table, the data will be shown graphically to better show stakeholders how the City compares to other jurisdictions.



- Collecting contextual information such as population size, budget, staffing, last time fee study was done, and last fee schedule update. As market surveys do not provide adequate or objective information about the relationship of a jurisdiction's costs to its fees, these steps ensure we provide the City with the most amount of information as possible.

The results of this survey will be summarized in a narrative memo outlining the jurisdictions surveyed, the scenarios assessed, and any insights and observations that may be useful to the City for updating their Planning and Building fees.

Proposed Project Schedule and Pricing

Studies of this nature typically take approximately two (2) months to complete because in delays in getting responses from other agencies. The survey can be conducted concurrently with the Organizational and Operational Assessment, with results presented to stakeholders in alignment with the City's objectives.

We could perform the Comparative Survey for a fixed price of **$3,600**.

Should you have any questions regarding this quote please feel free to contact me at cramos@matrixcg.net or via phone at 650-858-0507 or Aaron Baggarly at abaggarly@matrixcg.net or 803-622-9910. Thank you.

Courtney Ramos

Vice President
Matrix Consulting Group

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 23-59 - National Incident Management System Training (NIMS) Requirements

SUGGESTED ACTION: Approve and adopt Resolution 23-59

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton adopted Resolution 05-57 on 9/14/05 supporting the utilization of the National Incident Management Training Systems (NIMS) as it provides stakeholders across all communities with shared vocabulary, systems, processes and operation systems that guide personnel on how to work together during incidents.

The FEMA NIMS program has undergone various iterations since that time, the latest in the Summer of 2020.

The City wishes to adopt the latest NIMS training guidelines and memorialize the City of Bradenton National Incident Management Systems (NIMS) Training Policy & Procedures by Resolution.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve and adopt Resolution 23-59.

ATTACHMENTS:
Resolution 23-59

CITY OF BRADENTON

RESOLUTION NUMBER 23-59

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE PURPOSE, POLICY AND PROCEDURES GOVERNING THE NATIONAL INCIDENT MANAGEMENT TRAINING (NIMS) REQUIREMENTS FOR CITY OF BRADENTON PERSONNEL; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton, first adopted Resolution 05-57 on September 14, 2005 supporting the utilization of the National Incident Management Systems (NIMS) Training Program; and

WHEREAS, the FEMA National Incident Management System Training Program has undergone various iterations since that time, the latest of which was in the Summer of 2020;

WHEREAS, the City of Bradenton wishes to adopt the latest NIMS training guidelines and memorialize the City of Bradenton National Incident Management Systems (NIMS) Training Policy & Procedures by Resolution; and

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

1. The City of Bradenton hereby adopts the revised National Incident Management (NIMS) Training Policy.

2. Said Policy consists of 5 pages and is attached to and made a 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 26TH DAY OF JULY, 2023.

ATTEST:

TAMARA MELTON	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

NATIONAL INCIDENT MANAGEMENT (NIMS) TRAINING POLICY & PROCEDURES

Approved by City Council – Resolution 23-59 dated July 26, 2023

OVERVIEW: On February 8, 2003 President Bush issued Homeland Presidential Directive (HSPD-5) Management of Domestic Incidents directing the Department of Homeland Security to develop, submit for review to the Homeland Security Council and administer a National Incident Management System (NIMS).

Local, State, territorial and tribal jurisdictions are required to adopt NIMS in order to receive Federal Preparedness Assistance grants. Failure to do so may preclude reimbursement to the state, local or tribal entity for costs expended during and after a declared emergency or disaster.

On September 14, 2005, the City of Bradenton adopted Resolution 05-57 implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) as the City's standards for incident management.

NIMS provides stakeholders across the whole community with the shared vocabulary, systems and processes to successfully deliver the capabilities described in the National Preparedness System. NIMS defines operational systems that guide how personnel work together during incidents.

PURPOSE: The purpose of this policy is to establish guidelines for all elected officials and employees of the City of Bradenton and to set forth the training requirements under the National Incident Management System (NIMS) and Incident Command System (ICS) in order to ensure compliance. The purpose of the NIMS/ICS program is to prepare the City to protect against, prevent, respond to and recover from man-made and natural disasters.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration as it relates to training requirements and compliance.

POLICY: The NIMS training program identifies courses that are critical to personnel in all functions of emergency management. To be compliant under NIMS the City of Bradenton is responsible for:

- Ensuring that personnel meet the minimum training requirements;
- Identifying the appropriate level of NIMS training required for personnel based on their level of incident responsibility;
- Communicating NIMS training requirements to personnel;
- Maintaining training records; and
- Ensuring that courses delivered meet FEMA's minimum standards.

The NIMS training requirement chart contained within this policy will be included in the New Employee Orientation Handbook and explained to employees during their initial orientation and on-boarding. The

HR Generalist for Operations will work with employees and their supervisors to coordinate and schedule the required training appropriate for their position.

Each Department Director is responsible for ensuring employees have received the appropriate level of training and that compliance certificates are provided to Human Resources Department for inclusion in the employee's official personnel record. New employees must complete their required NIMS/ICS training within their six- month probationary period, contingent on the availability of either on-site training instruction or class availability for those courses that are not available online. For those courses that require on-site instruction, the City will target an on-site offering every 18 months, as necessary. Those courses requiring on-site or classroom instruction will be highlighted on the chart that follows. Failure to complete the minimum required training courses that are available on line within the six month probationary period may result in disciplinary action up to and including termination of employment.

There are three categories of NIMS training required based on roles:

- **All Incident Personnel (All Employees)**: These courses provide the foundational knowledge to help non-supervisory personnel understand where they fit in the incident structure.
- **Incident Personnel with Leadership Responsibilities**: These courses provide additional background on external incident management systems for mid-level incident personnel responsible for establishing the initial incident command or for those preparing for a supervisory role.
- **Incident Personnel Designated as Leaders/Supervisors**: These courses provide enhanced knowledge and increased comfort in using NIMS structures and processes, for senior level incident personnel.

NIMS training is intended for all personnel who are involved in emergency management and response, including those in the fields of:

- Emergency Medical Service
- Hospitals
- Public Health
- Fire Service
- Law Enforcement
- Public Works & Utilities
- Skilled Support
- Emergency Management response, support and volunteers at all levels

All employees **must** complete the minimum NIMS training requirements set forth in the chart below. The employee from each department who is given authority to form and direct a department specific team to formulate and maintain their portions of the Plan is called an EMP Manager. EMP Managers will make

further recommendations on training requirements to Department Directors as necessary. Department Directors will make the determination as to what additional training is required of their personnel as warranted by their roles and budget for said additional training accordingly.

POSITIONS	POSITION TITLES/RANKS	REQUIRED TRAINING
All Employees	**ALL Employees**	• ICS-100: Introduction to the Incident Command System (ICS) • IS-700: National Incident Management System, An Introduction
Legislative	Mayor & Council	• ICS-100: Introduction to the Incident Command System (ICS) • ICS-200: Basic Incident Command for Initial Response • IS-700: National Incident Management System, An Introduction • ICS-402: Overview for Senior Officials
Communications	Communications Coordinator/PIO	• ICS-100: Introduction to the Incident Command System (ICS) • ICS-200: Basic Incident Command for Initial Response • ICS-300: Intermediate Incident Command for Expanding Incidents • ICS-400: Advanced Incident Command System for Command and General Staff • IS-700: National Incident Management System, An Introduction • IS-800: National Response Framework, An Introduction • G0290: Basic Public Information Officer • IS-29: Public Information Officer Awareness

NATIONAL INCIDENT MANAGEMENT (NIMS) TRAINING POLICY & PROCEDURES

Managers who manage Managers	BFD Captains BFD Battalion Chiefs BPD Captains BPD Lieutenants Public Works Section Managers Public Works Superintendents Public Works Asst. Superintendents	**Required** • ICS-100: Introduction to the Incident Command System (ICS) • ICS-200: Basic Incident Command for Initial Response • ICS-300: Intermediate Incident Command for Expanding Incidents • IS-700: National Incident Management, an Introduction • IS-800: National Response Framework, an Introduction **Recommended** • ICS-400: Advanced Incident Command System for Command and General Staff • G0191: Emergency Operations Center/Incident Command System Interface • IS-2200: Basic Emergency Operations Center Functions • E-2300: Intermediate Emergency Operations Center Functions
Department Heads & City Administration Executive Staff (Required for command and general staff, select department heads with multi-agency coordination system responsibilities, area commanders, emergency managers.	BPD Chief BPD Assistant Chiefs BFD Chief BFD Assistant Chiefs Planning & Comm Dev Director IT Director City Clerk Public Works Director Public Works Assistant Director Finance Director City Administrator EMP Coordinator Administrative Services Director Policy, Planning & Procedures Administrator HR Generalist for Operations Executive Asst. to City Admin.	• ICS-100: Introduction to the Incident Command System (ICS) • ICS-200: Basic Incident Command for Initial Response • ICS-300: Intermediate Incident Command for Expanding Incidents • ICS-400: Advanced Incident Command System for Command and General Staff • IS-700: National Incident Management System, An Introduction IS-800: National Response Framework, An Introduction • G0191: Emergency Operations Center/Incident Command System Interface • IS-2200: Basic Emergency Operations Center Functions • E-2300: Intermediate Emergency Operations Center Functions • G0402: National Incident Management System Overview for Senior Officials

As FEMA periodically revises the National Incident Management System Program, the HR Generalist of Operations will be responsible for review of the same on an annual basis to ensure that any updates or revisions are incorporated into the City's training policy and for making recommendations as to the need and timing of any new or refresher courses.

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution Number 23-66 - Dynamic Message Board Policy and Procedures

SUGGESTED ACTION: Approve and adopt Resolution 23-66.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City purchased and affixed a Dynamic Message Board to the City Centre Parking Garage for the purposes of operating the Board to improve communication and engagement with residents and visitors of the City of Bradenton. This Resolution and attached policy is necessary to establish and memorialize the procedures and guidelines to be followed by City personnel when adding and displaying messages and context on the Dynamic Message Board.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve and adopt Resolution 23-66.

ATTACHMENTS:
Resolution 23-66

CITY OF BRADENTON

RESOLUTION NUMBER 23-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE PURPOSE, POLICY AND PROCEDURES GOVERNING THE USE OF THE CITY CENTRE GARAGE DYNAMIC MESSAGE BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the policy of the City of Bradenton to provide the public with complete, consistent, accurate, relevant and timely information about City programs, services, projects, events and topical issues; and

WHEREAS, the City of Bradenton purchased and affixed a Dynamic Message Board to the City Centre Parking Garage to further this policy; and

WHEREAS, the City will operate the Dynamic message Board to improve communication and engagement with residents and visitors of the City of Bradenton; and

WHEREAS, the City Council wishes to establish and memorialize the procedures and guidelines to be followed by City Personnel when adding and displaying messages and content on the dynamic message board which is affixed to the City Centre Parking Garage;

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

1. The City of Bradenton hereby adopts the City Centre Garage Dynamic Message Board Policy & Procedures;
2. Said Policy consists of 2 pages and is attached to and a part of this Resolution;
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 26th DAY OF JULY, 2023.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

CITY CENTRE GARAGE DYNAMIC MESSAGE BOARD GUIDELINES & PROCEDURES

Approved by City Council – Resolution 23-66 dated July 26, 2023

PURPOSE: The purpose of this policy is to establish guidelines for displaying messages on the dynamic message board to be affixed to the City Centre Parking Garage in accordance with state and federal laws and the Code of Ordinances of the City of Bradenton.

DEFINITION STATEMENT: For the purposes of this Policy, a dynamic message board is defined as an electronic display device with a viewable screen that has a diagonal measurement greater than 44" (inches) and may display changeable content more frequently than once every five minutes.

POLICY STATEMENT: On August 10, 2022 City Council adopted Resolution 22-55 memorializing that the exterior of the City Centre Parking Garage above the five retail units is reserved exclusively for use by the City of Bradenton.

The City installed a dynamic message board on the exterior of the City Centre Parking Garage at the corner of 12th Street West and 3rd Ave West. The City will operate the dynamic message board for the purposes of improving communication and engagement with residents and visitors.

The City will utilize the dynamic message board primarily for the publication, broadcast and announcement of events, news, updates, parking directions, and traffic and safety messages. The City may also utilize the dynamic message board for the purposes of broadcasting certain events of interest to a significant segment of the population including, ***but not limited to***, the Olympics, Superbowl, World Series, Stanley Cup, Kentucky Derby.

The United States and Florida Departments of Transportation have issued memoranda and guidelines on the frequency of information displayed on dynamic message boards. Those memoranda were reviewed and considered in the drafting of this policy, as well as information from the Behavioral Traffic Safety Cooperative Research Program (BTSCRP) (Research Report 3), from the National Academies of Sciences, Engineering and Medicine 2022 Journal (https://doi.org/10.17226/26656).

AUTHORITY:

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

The City Administrator, or designee is responsible for approving and authorizing all content to be displayed on the dynamic message board.

CITY CENTRE GARAGE DYNAMIC MESSAGE BOARD GUIDELINES & PROCEDURES

CONTENT CRITERIA:

- Content shall be in compliance with the City's Social Media Policy, as may be amended;
- Content shall be original or such that its license allows for its reproduction or simulcast;
- Content must be uploaded to the approved Content Management System (CMS);
- Content should have an appropriate expiration timeline;

- When safety bollards **are** in use along arterials (i.e. when streets **are** open to pedestrians):

    - Full-motion content with audio may be utilized
    - The decibel level of produced audio must be in conformance to the City's Sound Ordinance, as may be amended

- When safety bollards **are not** in use along the arterials (i.e. when streets **are not** open to pedestrians):

    - Messages shall be limited to no more than 16 words
    - Messages shall target one specific topic at a time
    - The minimum time allowed before a phase cycle is 5 seconds
    - Directional images are allowed (i.e. directing drivers to the garage parking entrance)
    - Safety or directional messages must be complete in no more than two phases. A phase is defined as one screen of information.

PROCEDURE:

Only those employees authorized by the City Administrator will have access to the Content Management System for the purposes of uploading approved content. Upon approval by the City Administrator or designee of content to be displayed on the dynamic messaging board, the authorized employee will be advised to upload the content and provide all necessary information as to length of time to display. The authorized employee will ensure compliance with the content criteria guidelines set forth above, as well as strict adherence to the Operating Guidelines on file in the Office of the City Clerk. Failure to obtain approval by the City Administrator or designee prior to posting and/or to comply with the content criteria guidelines contained herein may result in disciplinary action and possible termination depending on the nature of the violation, in accordance with the Employee Handbook.

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Back to Angola Festival

SUGGESTED ACTION: Approval with stipulations.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is a festival bringing awareness to the Angola Maroon community through panel discussions, demonstrations, history, music and food. This "A" level event (multi-day) has an expectation of 200 people.

The event is scheduled for October 20-22, 2023.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Back to Angola festival with the following stipulations:
1. 2 BPD Extra Duty Officers onsite
2. 3 Standard Port-o-Lets onsite
3. 1 ADA Compliant Port-o-Let onsite
4. Certificate of Liability Insurance
5. Compliance of all COB Special Event Standards

ATTACHMENTS:
Back to Angola Festival Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Oaktree Community Outreach Inc. Date of Application: 6/21/2023

Contact Name: Daphney Towns Contact Phone 1: 941-933-0430

Contact Email: backtoangola@gmail.com Contact Phone 2: _____

Address: 630 9th Ave West

City: Bradenton State: FL Zip: 34205

*Mailing address: 4654 East SR 64 Suite 201, Bradenton, FL 34208

Event Information

Name of Event: Back to Angola Festival Event Date: Oct 20-22, 2023

Purpose of Event: To bring awareness of the Angola Maroon community of free Blacks and Seminole Indians who resided at the Manatee River ,circa 1812 - 1821, especially at the Manatee Springs.

Description of Event: Cultural & Heritage Festival 3-day event - includes panel discussion,demonstrations of traditional craftsmanship, oral history, music , food

Event Location: Manatee Mineral Springs Park - 1312 2nd Ave East

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	Oct 20, 2023	Friday	2pm	6pm	15
Event Day 1	Oct 20, 2023	Friday	6pm	8:30pm	200
Event Day 2	Oct 21, 2023	Saturday	12pm	8:30pm	200
Event Day 3	Oct 22, 2023	Sunday	12pm	4:00pm	200
Break Down					

Number of years event has been held: 3 previous Past Attendance: 200

(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	6	Mineral Springs Park

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: Propane

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? Some items will be cooked off site, others at the park

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.

Speaker and microphones, Musical instruments

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. 3 portable toilets

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.

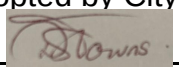
Rental Contract

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, Daphney Towns, applicant/event organizer for Back to Angola Festival 2023 (event), scheduled for (date&hours) Oct 20-22,2023, from _____ to _____, 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

Oaktree Community Outreach Inc.

Organization

Daphney Towns

Typed or Printed Name and Title

6/21/2023

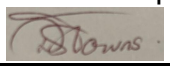
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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



Signature of Applicant/Event Organizer

Oaktree Community Outreach Inc.

Organization

Daphney Towns

Typed or Printed Name and Title

6/21/2023

Date

(03/2022)

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

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

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

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

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)


SUNRISE VIEWING FRAME
BOARDWALK
OYSTER BAG PYRAMID (TYP.)
BIKE RACK
OPEN FLEX LAWN
PARKING
LIGHT / POWER POLE
BIO-SWALE
BOARDWALK
PROPERTY BOUNDARY (TYP.)
PARKING
READING ROOM
BIOSWALE
MID-BLOCK CROSSING
BIKE RENTAL STATION
BIOSWALE
PARKING
LIGHT / POWER POLE
SEAT WALL
SPRING HEAD LOCATION
INTERACTIVE SPRIN
HAND PUMP
BIOSWALE
SHELTER STRUCTI
WITH PICNIC TABL
PARKING
OPEN FLEX LAWN
HISTORY PLAZA
SHADE STRUCTURE
SEAT WALL (TYP)
PARKING
MAINTENANCE SHED
MAINTENANCE ACCESS
SIDEWALK CONNECTION TO REFLECTIONS OF MANATEE
PROPERTY BOUNDARY (TYP)
Sound system
Tents
Food Vendors
Portabe Toilets(3)

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Public Market

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is an "A" level multi-day market with an attendance expectation of 2,500. The market showcases local vendors and musical talents.

Old Main Street
Saturdays, October 7, 2023-May 25, 2024

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Bradenton Public Market with the following stipulations:

1. 1 BPD Extra Duty Officer onsite
2. 1 Sanitation Worker onsite
3. Certificate of Liability Insurance
4. Extra Port-o-Lets
5. Compliance with all COB Special Event Standards

ATTACHMENTS:
Bradenton Public Market Application and Street Closure Map

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Realize Bradenton

Date of Application: 6/20/2023

Contact Name: Andrea Knies

Contact Phone 1: 941-301-8445

Contact Email: andrea@realizebradenton.com

Contact Phone 2: 812-631-2592

Address: 1015 Manatee Ave W

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: Bradenton Public Market

Event Date: Saturdays, October 7, 2023 - May 25, 2024

Purpose of Event: Activate Old Main Street. Support local small business.

Description of Event: Market of local vendors with musicians.

Event Location: Old Main Street

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		Saturdays	6am	9am	
Event Day 1		Saturdays	9am	2pm	2500
Event Day 2					
Event Day 3					
Break Down		Saturdays	2pm	3pm	

Number of years event has been held: 11

Past Attendance: 2000-3000

(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
10x10	100	Old Main Street, 3rd Ave, 4th Ave

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: Power Boxes

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? On site and off site

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.

Solo musicians amplified by small amp.

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

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

Describe any additional event activities.

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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, Andrea Knies, applicant/event organizer for Public Market (event), scheduled for (date&hours), Sats, 10/07/23 - 5/25/2024, from 9am to 2pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

	Realize Bradenton
Signature of Applicant/Event Organizer	Organization
Andrea Knies	6/20/2023
Typed or Printed Name and Title	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

	Realize Bradenton
Signature of Applicant/Event Organizer	Organization
Andrea Knies	6/20/2023
Typed or Printed Name and Title	Date

(03/2022)

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

Name of Requestor: Andrea Knies

Name of Organization: Realize Bradenton

Street Address: 1015 Manatee Ave W

City: Bradenton State: FL Zip: 34205

Telephone: 941-301-8445/941-405-6919 (c) Email: andrea@realizebradenton.com

Name of Event: Bradenton Public Market

Start Date: Saturdays, Oct 7, 2023 End Date: May 25, 2024 Start Time: 6am End Time: 3pm

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

Old Main Street from Manatee Ave to Westminster
3rd Ave W from Parking Garage to 13th St W
4th Ave W from Parking lot to 13th St W

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)


Service Club of Manatee County
1st Ave W
Oak & Stone - Downtown Bradenton
City of Bradenton Police Department
ew Condos
13th St W
The Bishop Museum of Science and Nature
Planetarium, aquarium & history museum
Group, P.A
Orange Blossom Coffee
The Yvette Clermont Team
Home Mortgage Lender
Hampton Inn & Suites Bradenton Downtown...
4.5 ★ (1143)
3-star hotel
10th St W
4th Ave W
Lost Kangaroo Pub
4th Ave W
Pour Decisions Saloon Downtown Bradenton
O'bricks Irish Pub & Martini Bar
Grill • $$
The Loaded Barrel Tavern
Manatee Ave W
Google

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Mardi Gras Half Marathon and 4-Mile Run

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Run941 has submitted an application for a Half Marathon and 4-mile run on Sunday, March 24, 2024. Event sponsor wishes to utilize the Green Bridge and the Palmetto Fishing Pier in addition to a modified Riverwalk route. This is an "A" level event with an expectation of 500 runners.

The event will begin and finish at Caddy's. Time expectation: 4 hours

ERC recommends approval with stipulations.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Mardi Gras Half Marathon and 4-Mile Run with the following stipulations:

1. Approval must be obtained from the Florida Department of Transportation prior to permit being released. (Green Bridge)

2. Approval must be obtained from the City of Palmetto prior to permit being released. (Palmetto Fishing Pier)
3. Certificate of Liability Insurance
4. 1 First Aid Station
5. 5 BPD Extra Duty Officers and 1 BPD Extra Duty Sergeant Onsite
6. 1 Race Marshall to be provided by event sponsor.
7. Compliance with all COB Special Event and Race Standards.

ATTACHMENTS:
Mardi Gras Half Marathon Application and Race Route

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Run941 Date of Application: 3/2/2023

Contact Name: Thierry Rouillard Contact Phone 1: 941 539 3756

Contact Email: rouillard64@msn.com Contact Phone 2:

Address: 3522 Branch Creek Dr

City: Sarasota State: Fl Zip: 34235

Event Information

Name of Event: Half Marathon Event Date: March 24th

Purpose of Event: wellness

Description of Event: half marathon, and 4 mile run

Event Location: Riverwalk

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup					
Event Day 1	March 24	Sunday	7am	11 am	500
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 0 Past Attendance: 0

(03/2022)

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

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location

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

Will a stage be used for the event? Yes x No

Will the event require electricity? x Yes x No Type of electrical power: standard

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

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

Vendor Information

Will the event offer food? x Yes No

Where will the food be prepared? Caddy's

Will cooking equipment be used? Yes x No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes x No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? x Yes No

Will amplified sound equipment be used? xYes No

Will musical entertainment be used? x Yes No

Please describe any type of entertainment and sound equipment.

Dj's speakers

Are fireworks planned? Yes xNo Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes xNo

Describe any additional event activities.

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? x Yes No

Solid Waste Service? Yes x No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? x Yes No

Please indicate how many and location on required site plan. 1 per 75, park

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@BradentonFL.gov to discuss security requirements.

Street Closure

Is street closure requested? Yes x 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, Thierry Rouillard, applicant/event organizer for Run941 (event), scheduled for (date&hours), 3/24/2024 from 8 am to 10am, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Thierry Rouillard — Run941

Signature of Applicant/Event Organizer — Organization

Thierry Rouillard — 3/2/2023

Typed or Printed Name and Title — Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Thierry Rouillard — Run941

Signature of Applicant/Event Organizer — Organization

Thierry Rouillard — 3/2/2023

Typed or Printed Name and Title — Date

(03/2022)

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

Name of Requestor: Thierry Rouillard

Name of Organization: Run941

Street Address: 3522 Branch Creek Dr

City: Sarasota State: Fl Zip: 34235

Telephone: (941) 539 3756 Email: rouillard64@msn.com

Name of Event: Mardi Gras Half marathon

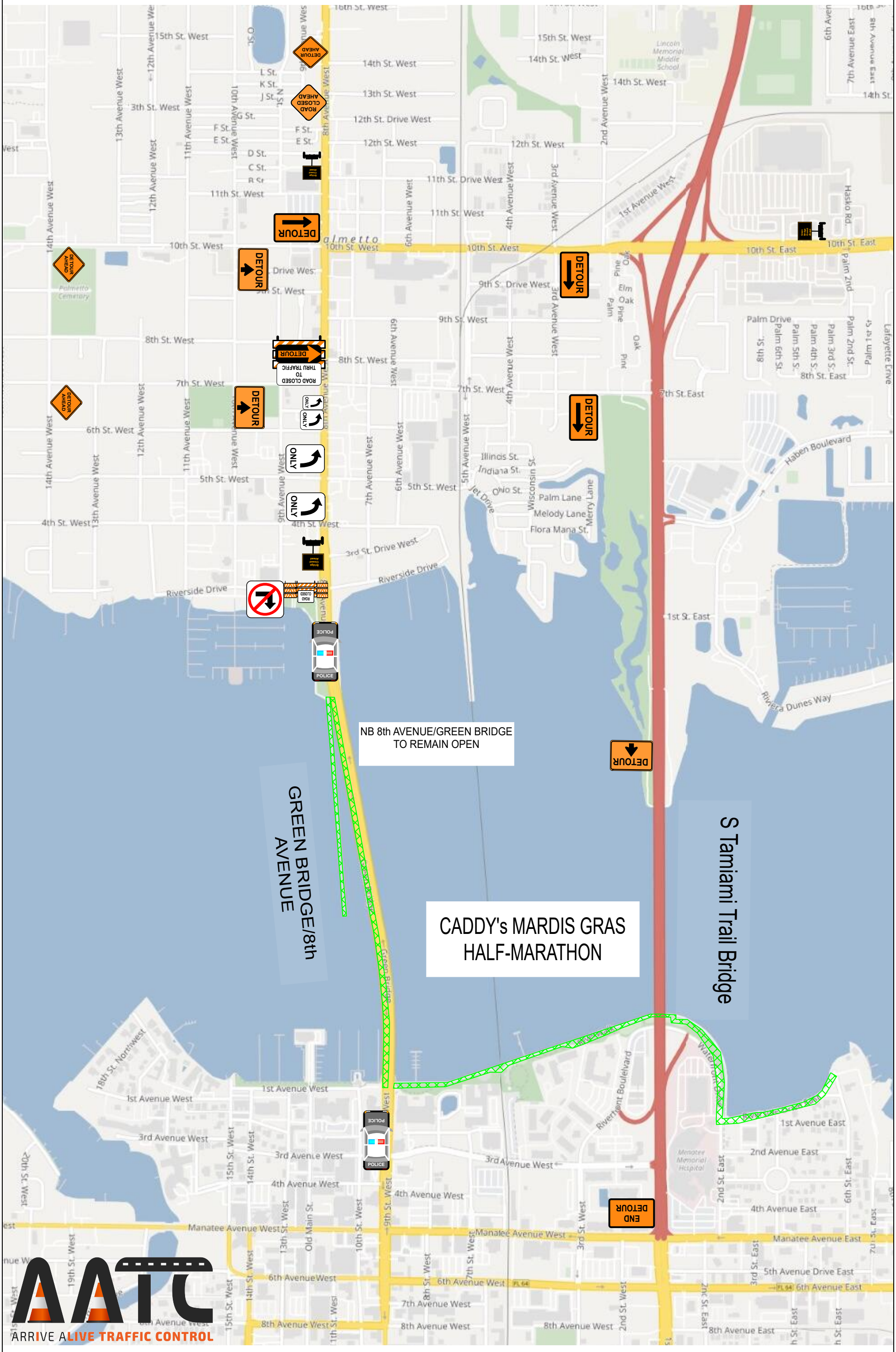
Start Date: 3/24/2024 End Date: 3/24/2024 Start 7 am End Time: 11am

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

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)


DETOUR AHEAD
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POLICE
POLICE
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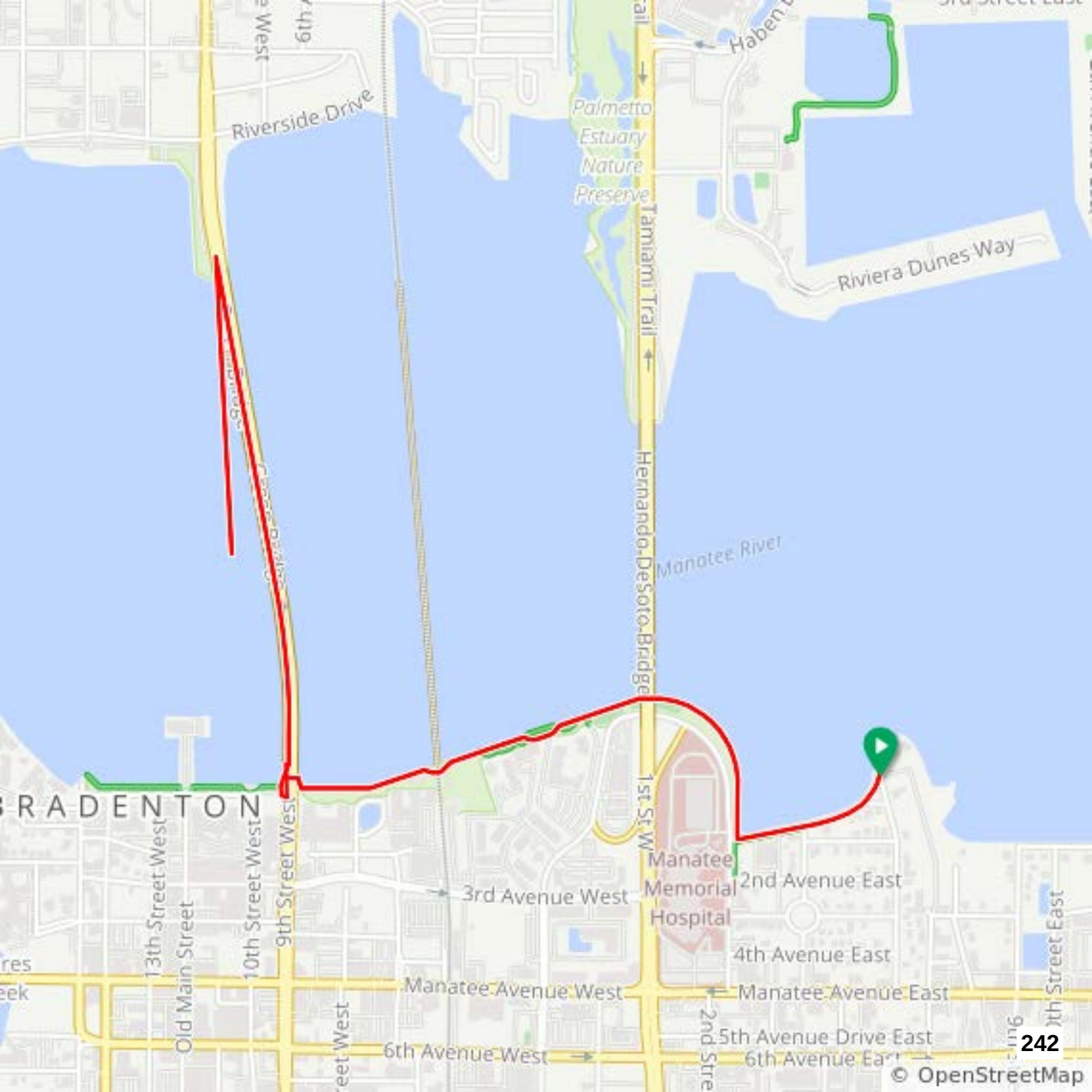
END DETOUR
NB 8th AVENUE/GREEN BRIDGE TO REMAIN OPEN
GREEN BRIDGE/8th AVENUE
S Tamiami Trail Bridge
CADDY's MARDIS GRAS HALF-MARATHON
15th St. West
14th St. West
13th St. West
12th St. Drive West
12th St. West
11th St. Drive West
11th St. West
10th St. West
9th St. Drive West
9th St. West
8th St. West
7th St. West
6th St. West
5th St. West
4th St. West
3rd St. Drive West
Riverside Drive
16th St. West
10th St. East
8th St. East
7th St. East
1st St. East
Palm Drive
Haben Boulevard
Riviera Dunes Way
Illinois St.
Indiana St.
Ohio St.
Palm Lane
Melody Lane
Flora Mana St.
Jet Drive
Wisconsin St.
Merry Lane
Lincoln Memorial Middle School
Palmetto Cemetery
Lafayette Drive
Hasko Rd.
Palm 2nd
Palm 2nd St.
Palm 3rd St.
Palm 4th St.
Palm 5th St.
Palm 6th St.
8th St.
Pine
Oak
Elm
Palm
1st Avenue West
2nd Avenue West
3rd Avenue West
4th Avenue West
5th Avenue West
6th Avenue West
7th Avenue West
8th Avenue West
9th Avenue West
10th Avenue West
11th Avenue West
12th Avenue West
13th Avenue West
14th Avenue West
1st Avenue East
2nd Avenue East
3rd Avenue East
4th Avenue East
5th Avenue Drive East
6th Avenue East
7th Avenue East
8th Avenue East
Manatee Avenue West
Manatee Avenue East
9th St. West
10th St. West
2nd St. West
3rd St. West
4th St. West
6th St. West
7th St. West
8th St. West
2nd St. East
3rd St. East
6th St. East
7th St. East
15th St. West
14th St. West
13th St. West
10th St. West
19th St. West
20th St. West
18th St. Northwest
Riverfront Boulevard
Waterfront Park
Manatee Memorial Hospital
FL 64
AATC
ARRIVE ALIVE TRAFFIC CONTROL


Riverside Drive
Palmetto Estuary Nature Preserve
Tamiami Trail
Riviera Dunes Way
Manatee River
Hernando DeSoto Bridge
1st St W
BRADENTON
13th Street West
10th Street West
9th Street West
Old Main Street
3rd Avenue West
Manatee Memorial Hospital
2nd Avenue East
4th Avenue East
Manatee Avenue West
Manatee Avenue East
5th Avenue Drive East
6th Avenue West
6th Avenue East
242
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Jump To | Find | Route Planner | Stories | Search



4.4 miles · +21 ft / -21 ft

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3/2/2023

244

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Music in the Park

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is an "A" level event with an expectation of 1,000 attending per event. This is a free musical event with food and wine being offered.

Fridays
March 22, 2023 - May 10, 2024
Riverwalk Pavilion Area

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Music in the Park with the following stipulations:
1. 2 BPD Extra Duty Officers onsite
2. Extra Port-o-Lets onsite
3. Certificate of Liability Insurance with Liquor Rider
4. Compliance with all COB Special Event Standards

ATTACHMENTS:

Music in the Park Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Realize Bradenton

Date of Application: 6/20/2023

Contact Name: Andrea Knies

Contact Phone 1: 941-301-8445

Contact Email: andrea@realizebradenton.com

Contact Phone 2: 812-631-2592

Address: 1015 Manatee Ave W

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: Music in the Park

Event Date: Fridays, March 22 - May 10, 2024

Purpose of Event: Bring community together and support local musicians.

Description of Event: Free concert.

Event Location: Riverwalk

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

Mosaic Amphitheater	Pavilion Area	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		Fridays	4pm	6pm	
Event Day 1		Fridays	6pm	8pm	1000
Event Day 2					
Event Day 3					
Break Down		Fridays	8pm	9pm	

Number of years event has been held: 11

Past Attendance: 600-1200

(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
10x10	1	Pavilion Parking Lot

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: Pavilion

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? Food Truck

Will cooking equipment be used? [Yes] No

Method/type of cooking equipment

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

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? [Yes] No

Will amplified sound equipment be used? [Yes] No

Will musical entertainment be used? [Yes] No

Please describe any type of entertainment and sound equipment.

Bands amplified by speakers.

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 Would like to use Pavilion restrooms.

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, Andrea Knies, applicant/event organizer for Music in the Park (event), scheduled for (date&hours), Fridays, 3/22 - 5/210/2024, from 5am to 8pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

	Realize Bradenton
Signature of Applicant/Event Organizer	Organization
Andrea Knies	6/20/2023
Typed or Printed Name and Title	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

	Realize Bradenton
Signature of Applicant/Event Organizer	Organization
Andrea Knies	6/20/2023
Typed or Printed Name and Title	Date

(03/2022)

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

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

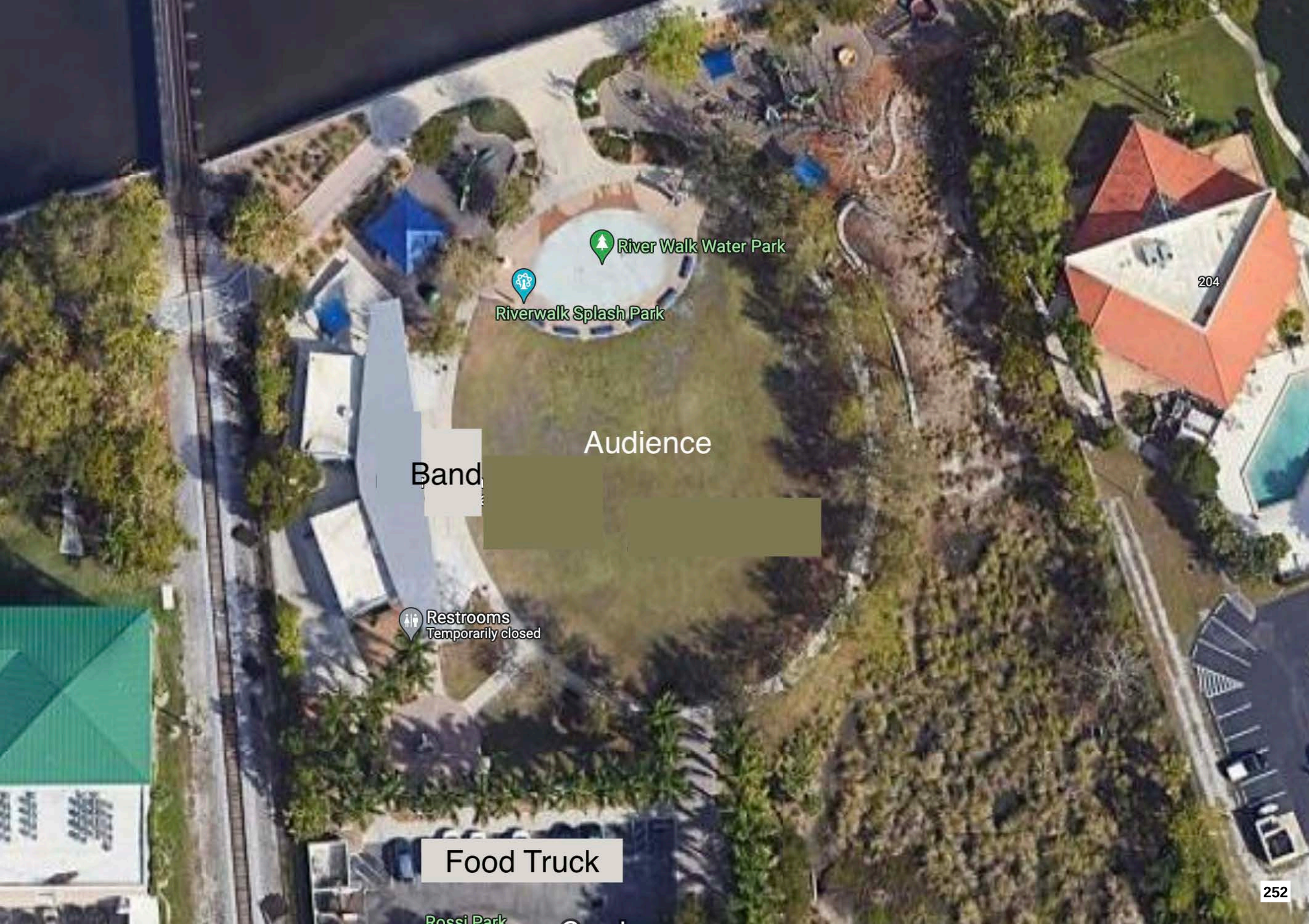
Start Date: _____ End Date: _____ Start Time: _____ End Time:_____

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

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)


River Walk Water Park
Riverwalk Splash Park
204
Audience
Band
Restrooms
Temporarily closed
Food Truck
252

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: September 11th Tribute to Heroes Memorial Service

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is a ceremony honoring the lost souls of 9/11. This is an "A" level event with dove release, guest speakers and a 21-gun salute. Event sponsor expects an attendance of 200.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Tribute to Heroes event with the following stipulations:

1. Certificate of Liability Insurance
2. Tent Permit
3. 2 BPD Extra Duty Officers onsite
4. Compliance of all COB Special Event Standards

ATTACHMENTS:
September 11th Tribute to Heroes Memorial Service Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Manatee County Fire Chiefs Assoc.

Date of Application: 6/19/23

Contact Name: Chris Melser

Contact Phone 1: 941-290-9327

Contact Email: Chris.Melser@BradentonFL.gov

Contact Phone 2: 941-773-2769

Address: _____

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: September 11th Tribute to Hero's Memorial

Event Date: 9/11/23

Purpose of Event: Honor those fallen on 9/11 World Trade Center Attack

Description of Event: Honor Guard, speakers, dove release, flag ceramony, 21 gun salute.

Event Location: ~~Great Lawn~~ Pavilion & Parking Circle

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	9/10/23	Sunday	Late afternoon Pending tent company	2 hours Tent only	Tent crew, city staff Event staff
Event Day 1	9/11/23	Monday	7-7:30AM set up	12pm	200
Event Day 2					
Event Day 3					
Break Down	9/11/23	Monday			

Number of years event has been held: 12

Past Attendance: 200

(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
40 X 80	1	Great Lawn

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: Outlets on poles

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.

One or more speakers for voice amplification.

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.

Dove release and 21 gun salute.

(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, Chris Melser, applicant/event organizer for 9/11 Memorial (event), scheduled for (date&hours), 9/11/2023, from 7AM to 12PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Chris Melser
Signature of Applicant/Event Organizer

Manatee County Fire Chiefs Assoc. 9/11 Committee
Organization

Chris Melser Committee Member
Typed or Printed Name and Title

6/19/2023
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

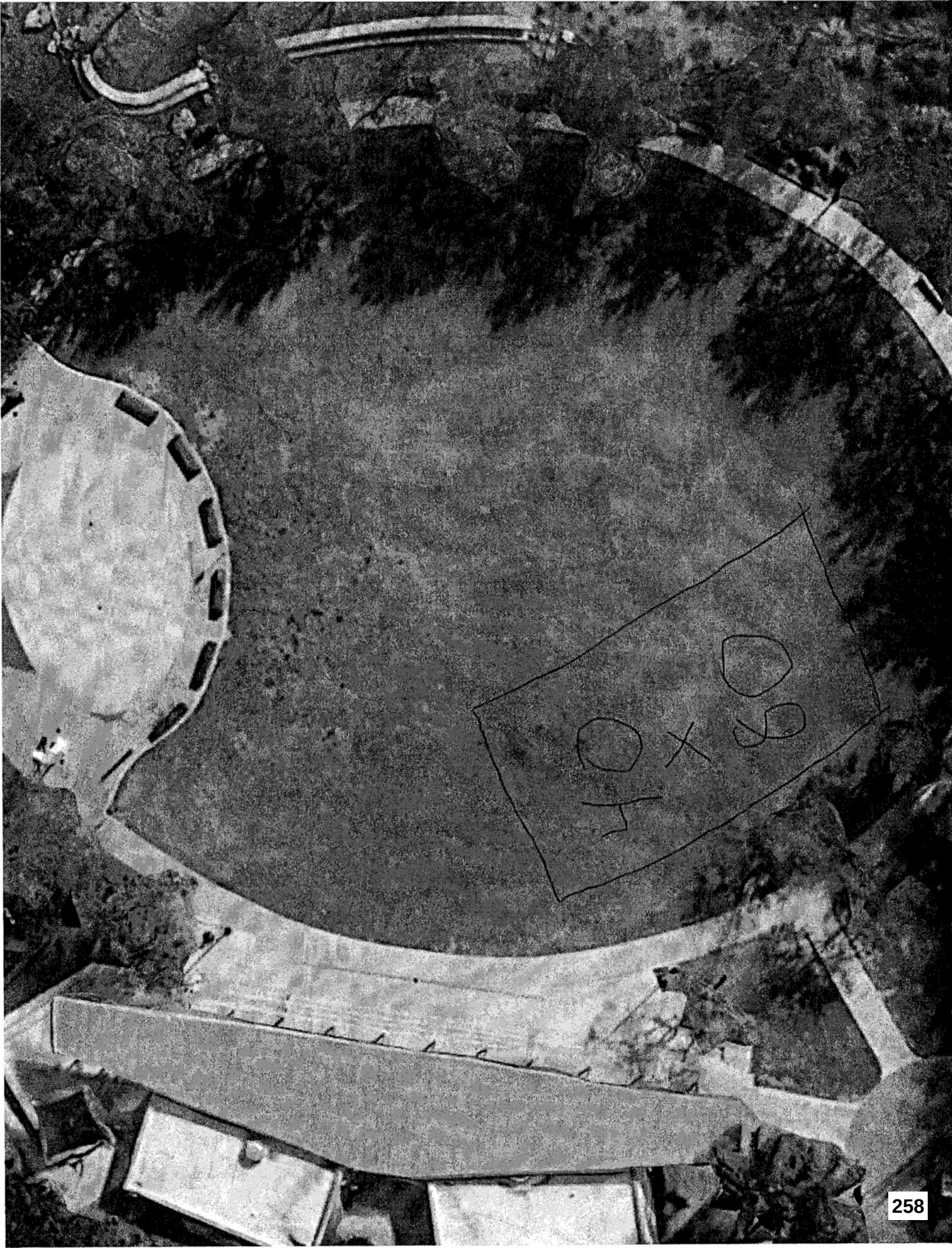
Chris Melser
Signature of Applicant/Event Organizer

Manatee County Fire Chiefs Assoc. 9/11 Committee
Organization

Chris Melser Committee Member
Typed or Printed Name and Title

6/19/2023
Date

(03/2022)



AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Winter Wonderland

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is a family friendly event celebrating the holidays. It is an "A" level event with an expectation of 3,000 in attendance. The event will be held Dec. 9, 2023 on Old Main Street. The event will have vendors, snow slides, musical offerings and hay rides.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Winter Wonderland event with the following stipulations:

1. 2 BPD Extra Duty Officers onsite
2. Extra Port-o-Lets onsite
3. 4 Sanitation Staffers onsite
4. Certificate of Liability Insurance
5. Compliance with all COB Special Event Standards

ATTACHMENTS:
Winter Wonderland Special Event Application and Site Maps

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Realize Bradenton Date of Application: 6/13/23

Contact Name: Kristie Kindstrom Contact Phone 1: 941-718-0114

Contact Email: kristie@realizebradenton.com Contact Phone 2: _____

Address: _____

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Winter Wonderland Event Date: 12/9/23

Purpose of Event: Holiday Community Engagement

Description of Event: Festival

Event Location: Main Street

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	12/9/23	Saturday	3:00pm	5:00pm	3000
Event Day 1	12/9/23	Saturday	5:00pm	8:30pm	
Event Day 2					
Event Day 3					
Break Down	12/9/23	Saturday	8:30pm	9:30pm	

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

1st year for Realize Bradenton

(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	36	Main Street

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: TBD

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

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? Vendors

Will cooking equipment be used? (Yes) No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

Live music, dancing

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. 10

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, Kristie Knudstrom, applicant/event organizer for Winter Wonderland (event), scheduled for (date&hours), 12/9/23, from 3pm to 9:30pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kristie Knudstrom
Signature of Applicant/Event Organizer

Realize Bradenton
Organization

Kristie Knudstrom - Event Dir.
Typed or Printed Name and Title

6/13/23
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Kristie Knudstrom
Signature of Applicant/Event Organizer

Realize Bradenton
Organization

Kristie Knudstrom - Event Dir.
Typed or Printed Name and Title

6/13/23
Date

(03/2022)

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

Name of Requestor: Kristie Lindstrom

Name of Organization: Realize Bradenton

Street Address: _____

City: Bradenton State: FL Zip: 34205

Telephone: 941-718-0114 Email: kristie@realizebradenton.com

Name of Event: Winter Wonderland

Start Date: 12/9/23 End Date: 12/9/23 Start Time: 3pm End Time: 9:30pm

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

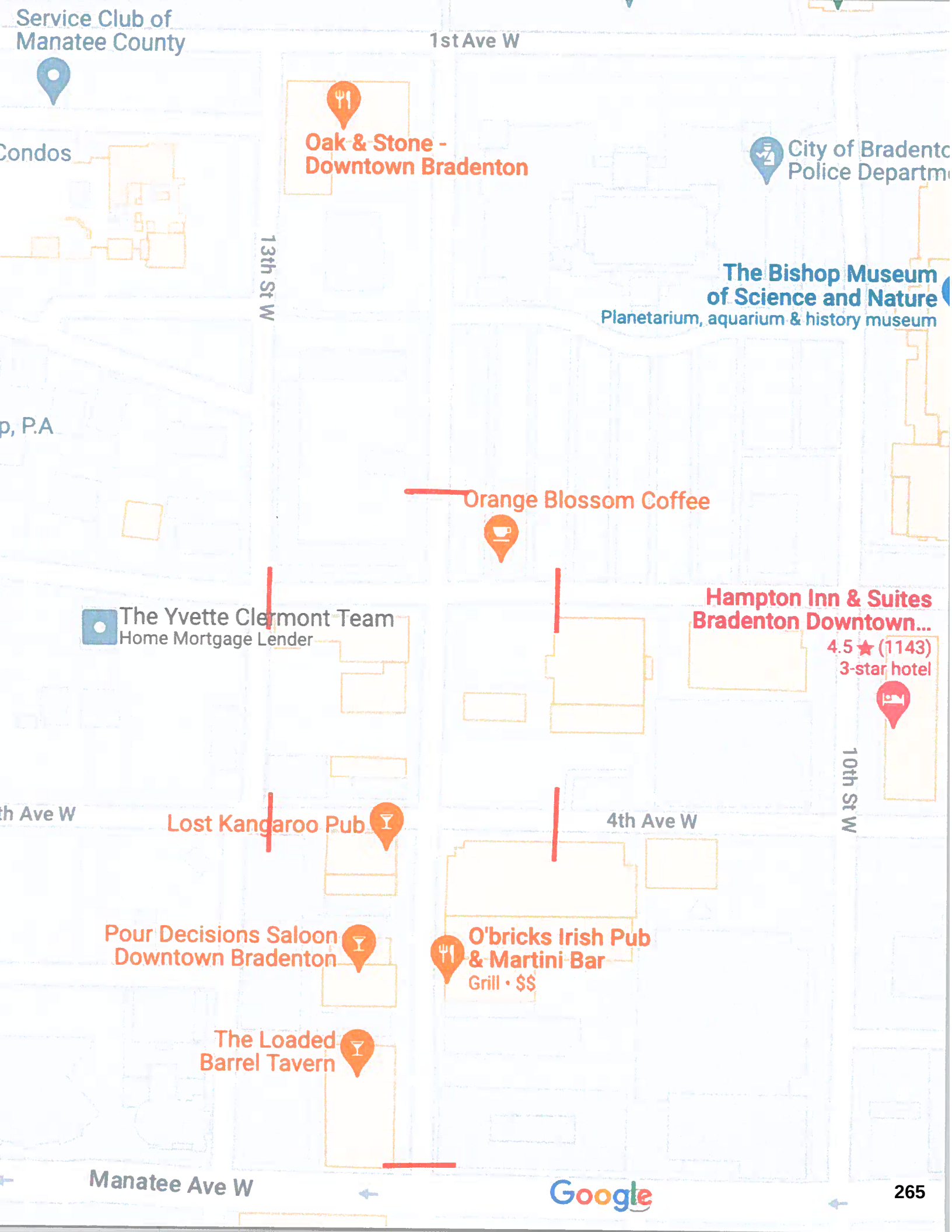
Same as Public Market

Proposed detour route (include alternative road and map):

Additional notes and comments:

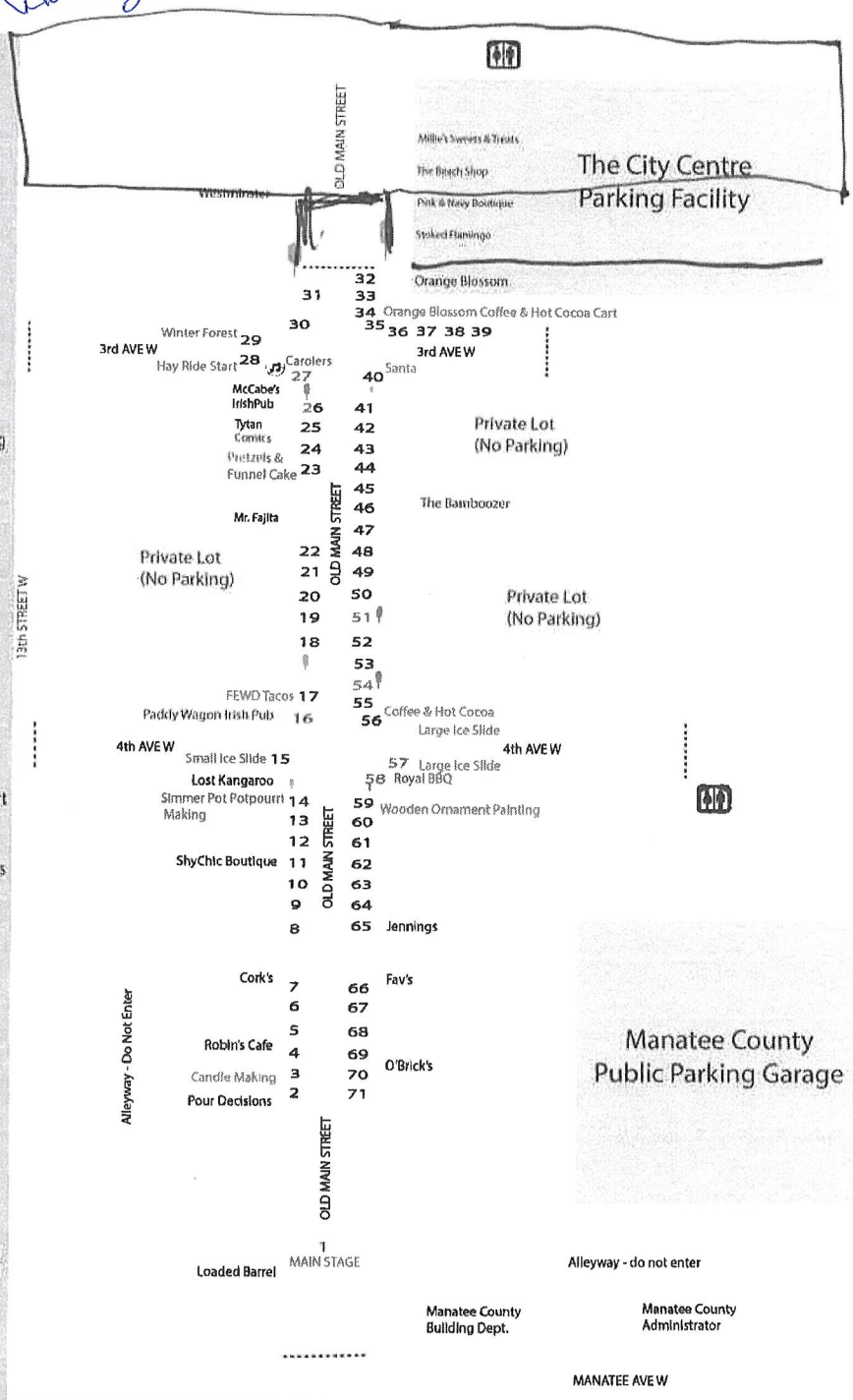
Hayride Route: Thru City Center to 13th St W
around Library
Down 1st to 10th Ave West

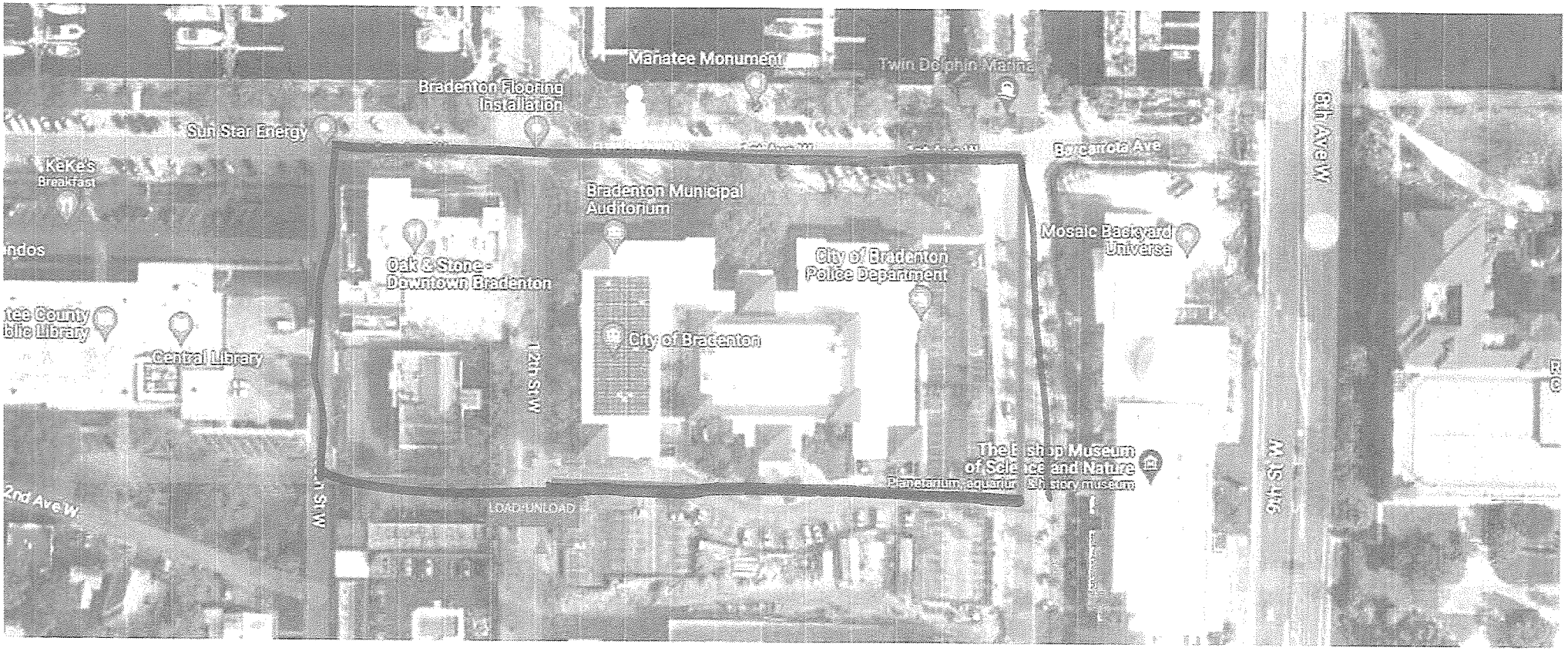
(03/2022)


Service Club of Manatee County
1st Ave W
Oak & Stone - Downtown Bradenton
City of Bradento Police Departm
Condos
13th St W
The Bishop Museum of Science and Nature
Planetarium, aquarium & history museum
p, P.A
Orange Blossom Coffee
The Yvette Clermont Team
Home Mortgage Lender
Hampton Inn & Suites Bradenton Downtown...
4.5 ★ (1143)
3-star hotel
10th St W
th Ave W
Lost Kangaroo Pub
4th Ave W
Pour Decisions Saloon Downtown Bradenton
O'bricks Irish Pub & Martini Bar
Grill • $$
The Loaded Barrel Tavern
Manatee Ave W
Google

Winter Wonderland 2023

Key





Hay Ride

Winter Wonderland

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Shemeka Standifer, Human Resources

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Mutual Non-disclosure Agreement from Aetna

SUGGESTED ACTION: Ratify for approval to sign by Mayor

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton received a Public Records Request for copies of all submitted proposals, consultant reports or presentations, scoring and evaluation sheets, final contract(s) plus any amendments or addendums, and all consultant/broker information regarding medical and pharmacy. Aetna submitted redacted documents of their proposal and presentation to protect information they deem to be a trade secret. This is an indemnification agreement for the City to be able to submit redacted documents to the requestor.

FINANCIAL IMPACT:
The requestor will have to pay the standard formula for time to research and process.

ATTORNEY REVIEW/RECOMMENDATION:
Scott Rudacille reviewed and recommended the agreement go before Council to ratify.

SUGGESTED MOTION:
Motion to approve ratification and authorize execution by Mayor.

ATTACHMENTS:

Mutual Non-Disclosure Agreement with Aetna

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is effective July 11, 2023, ("Effective Date"), between Aetna Life Insurance Company , on behalf of itself and its subsidiaries ("Aetna") and City of Bradenton, Florida, on behalf of itself and its pharmacy benefit plan ("Client"; together with Aetna, each a "Party" and collectively, the "Parties"). Client and Aetna are entering into discussions that will likely result in an exchange and review of proprietary, confidential and/or trade secret information to enable the Parties to evaluate one or more potential business transactions (each, a "Potential Transaction"). Client desires for Aetna to provide, and Aetna is willing to provide, claims review, analyses and related RFP and administrative services for and on behalf of Client, all as mutually agreed upon by the Parties. As a condition of permitting such exchange and review (including Aetna's preparation and delivery of written analyses to Client's employee benefits consultant ("Consultant") with respect to Client), the Parties each covenant and agree:

1. "Confidential Information" includes all confidential or proprietary information or trade secrets, in any form, disclosed to a Party (such Party, as the recipient, the "Receiving Party") by another Party (such Party, as the discloser, the "Furnishing Party") at any time. Without limiting anything in the prior sentence, Confidential Information includes: (a) the contents of all financial analyses disclosed between the Parties; (b) pricing information and terms, projections and forecasts, modeling, specific programs and any related recommendations; (c) any other business intelligence of a Party; (d) any other material or information (including any information of Client) that is marked or expressly identified as being "Confidential" and/or "Proprietary" upon disclosure. However, "Confidential Information" shall NOT include information which: (i) is or becomes generally available to the public through no act or failure to act of the Receiving Party(ies); (ii) was lawfully in the possession of the Receiving Party(ies) prior to any disclosure by the Furnishing Party; (iii) was obtained by the Receiving Party(ies) on a non-confidential basis from a third party who had the right to disclose such information; or (iv) is ordered or otherwise required to be disclosed by the Receiving Party(ies) by a court of law or governmental body; provided, however, that the Furnishing Party is notified promptly of such order or requirement and given a reasonable opportunity to intervene or seek to obtain a protective order or other available relief or remedy to prevent or limit such required disclosure.

2. Each Receiving Party agrees (a) to use Confidential Information of the Furnishing Party only for the purpose of evaluating the Potential Transaction and for no other purpose; (b) except for disclosures to Representatives, as defined and set forth below, not to share Confidential Information of the Furnishing Party with any third party without the Furnishing Party's prior written consent, and (c) to promptly return Confidential Information to the Furnishing Party if requested to do so by the Furnishing Party. Receiving Party may disclose Confidential Information to an employee, corporate member, director, officer, Affiliate (as defined herein), subcontractor or agent of Receiving Party that has a demonstrable need to know such Confidential Information for the purposes of carrying out or evaluating the Potential Transaction (each a "Representative"), as long as such persons are informed of the confidential nature of the Confidential Information and agree to comply with the terms of this Agreement or are subject to a separate confidentiality agreement containing provisions no less stringent than the provisions in this Agreement. For purposes of this Agreement, the term "Affiliate" means an entity that directly or indirectly (i) controls; (ii) is controlled by; or (iii) is under common control with a Party, including any subsidiary or successor. Receiving Party will be fully responsible for any breach of this Agreement by any of its Representatives. The Parties also agree to keep confidential the contents of this Agreement and the fact that they are in discussions regarding a Potential Transaction. Confidential Information shall remain the property of the Furnishing Party.

3. Notwithstanding anything to the contrary in this Agreement, the Parties hereto understand and acknowledge that any Confidential Information disclosed to Client by Aetna (as a "Discloser") may potentially be subject to disclosure under federal or state-specific Open Records Acts or Open Meetings Acts (each, an "Act"). Upon receipt of any request or demand by any person or entity seeking release of Confidential Information and/or prior to any release or disclosure of Confidential Information to any person or entity that Client or its Representatives deem necessary or required under the Act or otherwise, Client shall immediately notify the Discloser in writing of such request, demand or obligation (a "Disclosure Request"). If the Discloser fails to give express written consent to the disclosure of the Confidential Information subject to the Disclosure Request within three (3) business days of receiving written notice from Client of such Disclosure Request (initiated by any person other than Client or its Representatives), Client shall not disclose such information and the Discloser shall defend and indemnify Client against any action brought to compel compliance with the Act, and against any out-of-pocket expense, including, but not limited to, court costs, all other costs of litigation, reasonable attorney's fees, fines, and statutory damages, to the extent directly caused by Discloser's failure to consent to disclosure of the requested Confidential Information. Without in any way limiting the Discloser's defense and indemnification obligations under the preceding sentence, the Discloser, at its own expense and at any time, may seek or initiate action to quash, limit, modify, narrow the scope of, and/or otherwise intervene, obtain a protective order

and/or defend against, any requested disclosure subject to such Disclosure Request (a "Discloser's Intervention"). Client agrees to reasonably cooperate with the Discloser in any Discloser's Intervention. If Client is ultimately legally compelled to disclose Confidential Information pursuant to a Disclosure Request, Client shall disclose only the minimum required pursuant to and in order to comply with the court order or other legal compulsion.

4. Nothing in this Agreement should be read or interpreted to alter, replace or supersede any other confidentiality or non-disclosure agreement between or among Aetna, a Consultant and/or Client, including without limitation, any Business Associate Agreement or subcontract confidentiality agreement related to the handling of PHI and to comply with the privacy and security rules and regulations related thereto. The Receiving Party acknowledges that the Confidential Information is received "as is" for evaluation purposes only relating to the Potential Transaction and is not to be relied upon for any purpose except as set forth in writing by the Furnishing Party. Neither Party shall be under any obligation of any kind whatsoever to enter into any further agreement with the other Party with respect to the Potential Transaction or otherwise by reason of this Agreement. The Parties may modify this Agreement only in writing signed by each Party's authorized representative.

Aetna Life Insurance Company	**City of Bradenton, Florida**
By: _____	By: _____
Title: Director of Business Development	Title:

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Shemeka Standifer, Human Resources

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Mutual Non-disclosure Agreement with RxBenefits

SUGGESTED ACTION: Council to ratify for approval for Mayor's signature

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton received a Public Records Request for copies of all submitted proposals, consultant reports or presentations, scoring and evaluation sheets, final contract(s) plus any amendments or addendums, and all consultant/broker information regarding medical and pharmacy. RxBenefits submitted redacted documents of their proposal and presentation to protect information they deem to be a trade secret. This is an indemnification agreement for the City to be able to submit redacted documents to the requestor.

FINANCIAL IMPACT:
The requestor will pay the standard formula for time to research and process.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Scott Rudacille reviewed and recommended agreement to be submitted for Council to ratify for approval.

SUGGESTED MOTION:
Motion to approve ratification and authorize execution by Mayor.

ATTACHMENTS:
Mutual Non-Disclosure Agreement with RxBenefits

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is effective April 1, 2023, ("Effective Date"), between RxBenefits, Inc., on behalf of itself and its subsidiaries ("RxB") and City of Bradenton, Florida, on behalf of itself and its pharmacy benefit plan ("Client"; together with RxB, each a "Party" and collectively, the "Parties"). Client and RxB are entering into discussions that will likely result in an exchange and review of proprietary, confidential and/or trade secret information to enable the Parties to evaluate one or more potential business transactions (each, a "Potential Transaction"). Client desires for RxB to provide, and RxB is willing to provide, claims review, analyses and related RFP and administrative services for and on behalf of Client, all as mutually agreed upon by the Parties. As a condition of permitting such exchange and review (including RxB's preparation and delivery of written analyses to Client's employee benefits consultant ("Consultant") with respect to Client), the Parties each covenant and agree:

1. "Confidential Information" includes all confidential or proprietary information or trade secrets, in any form, disclosed to a Party (such Party, as the recipient, the "Receiving Party") by another Party (such Party, as the discloser, the "Furnishing Party") at any time. Without limiting anything in the prior sentence, Confidential Information includes: (a) the contents of all financial analyses disclosed between the Parties; (b) pricing information and terms, projections and forecasts, modeling, specific programs and any related recommendations; (c) any other business intelligence of a Party; (d) any other material or information (including any information of Client) that is marked or expressly identified as being "Confidential" and/or "Proprietary" upon disclosure. However, "Confidential Information" shall NOT include information which: (i) is or becomes generally available to the public through no act or failure to act of the Receiving Party(ies); (ii) was lawfully in the possession of the Receiving Party(ies) prior to any disclosure by the Furnishing Party; (iii) was obtained by the Receiving Party(ies) on a non-confidential basis from a third party who had the right to disclose such information; or (iv) is ordered or otherwise required to be disclosed by the Receiving Party(ies) by a court of law or governmental body; provided, however, that the Furnishing Party is notified promptly of such order or requirement and given a reasonable opportunity to intervene or seek to obtain a protective order or other available relief or remedy to prevent or limit such required disclosure.

2. Each Receiving Party agrees (a) to use Confidential Information of the Furnishing Party only for the purpose of evaluating the Potential Transaction and for no other purpose; (b) except for disclosures to Representatives, as defined and set forth below, not to share Confidential Information of the Furnishing Party with any third party without the Furnishing Party's prior written consent, and (c) to promptly return Confidential Information to the Furnishing Party if requested to do so by the Furnishing Party. Receiving Party may disclose Confidential Information to an employee, corporate member, director, officer, Affiliate (as defined herein), subcontractor or agent of Receiving Party that has a demonstrable need to know such Confidential Information for the purposes of carrying out or evaluating the Potential Transaction (each a "Representative"), as long as such persons are informed of the confidential nature of the Confidential Information and agree to comply with the terms of this Agreement or are subject to a separate confidentiality agreement containing provisions no less stringent than the provisions in this Agreement. For purposes of this Agreement, the term "Affiliate" means an entity that directly or indirectly (i) controls; (ii) is controlled by; or (iii) is under common control with a Party, including any subsidiary or successor. Receiving Party will be fully responsible for any breach of this Agreement by any of its Representatives. The Parties also agree to keep confidential the contents of this Agreement and the fact that they are in discussions regarding a Potential Transaction. Confidential Information shall remain the property of the Furnishing Party.

3. Notwithstanding anything to the contrary in this Agreement, the Parties hereto understand and acknowledge that any Confidential Information disclosed to Client by RxB (as a "Discloser") may potentially be subject to disclosure under federal or state-specific Open Records Acts or Open Meetings Acts (each, an "Act"). Upon receipt of any request or demand by any person or entity seeking release of Confidential Information and/or prior to any release or disclosure of Confidential Information to any person or entity that Client or its Representatives deem necessary or required under the Act or otherwise, Client shall immediately notify the Discloser in writing of such request, demand or obligation (a "Disclosure Request"). If the Discloser fails to give express written consent to the disclosure of the Confidential Information subject to the Disclosure Request within three (3) business days of receiving written notice from Client of such Disclosure Request (initiated by any person other than Client or its Representatives), Client shall not disclose such information and the Discloser shall defend and indemnify Client against any action brought to compel compliance with the Act, and against any out-of-pocket expense, including, but not limited to, court costs, all other costs of litigation, attorney's fees, fines, and statutory damages, to the extent arising from Discloser's failure to consent to disclosure of the requested Confidential Information. Without in any way limiting the Discloser's defense and indemnification obligations under the preceding sentence, the Discloser, at its own expense and at any time, may seek or initiate action to quash, limit, modify, narrow the scope of, and/or otherwise intervene, obtain a protective order and/or defend against, any requested disclosure subject to such Disclosure Request (a "Discloser's Intervention"). Client agrees to reasonably cooperate with the Discloser in any Discloser's Intervention. If Client is ultimately legally compelled to

disclose Confidential Information pursuant to a Disclosure Request, Client shall disclose only the minimum required pursuant to and in order to comply with the court order or other legal compulsion.

4. Nothing in this Agreement should be read or interpreted to alter, replace or supersede any other confidentiality or non-disclosure agreement between or among RxB, a Consultant and/or Client, including without limitation, any Business Associate Agreement or subcontract confidentiality agreement related to the handling of PHI and to comply with the privacy and security rules and regulations related thereto. The Receiving Party acknowledges that the Confidential Information is received "as is" for evaluation purposes only relating to the Potential Transaction and is not to be relied upon for any purpose except as set forth in writing by the Furnishing Party. Neither Party shall be under any obligation of any kind whatsoever to enter into any further agreement with the other Party with respect to the Potential Transaction or otherwise by reason of this Agreement. The Parties may modify this Agreement only in writing signed by each Party's authorized representative.

RxBenefits, Inc.	**City of Bradenton, Florida**
By: _____	By: _____
Title: Vice President – Compliance & Legal Affairs	Title:

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Jeremiah Hartzell, Information Technology

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Sarasota County Hosting and Technology Services Agreement Renewal

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Sarasota County Technology Service Agreement entered into between the City of Bradenton and Sarasota County is an extension of the original contract from June 13, 2017. This contract provides for five renewal periods of one year each, which must be excised in writing. The agreement will allow the City of Bradenton to utilize rack space at a Sarasota County facility.

FINANCIAL IMPACT:
$8,033.28 annually, subject to be adjusted per device count. Within approved existing contractual services budget for Information Technology.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille's office reviewed the document.

SUGGESTED MOTION:
Motion to approve the Sarasota County Hosting and Technology Services Agreement renewal.

ATTACHMENTS:

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Jim McLellan, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Utility Service Co. Addendum to contract - Elevated Water Tank Maintenance

SUGGESTED ACTION: Approval of Addendum

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Our elevated water tank maintenance firm, Utility Service Co., performed a clean-out of Tank 5 located at 2905 59th St. W. the week of July 10, 2023 and in the process inspected the Pax mixer that has been out of service for the last few months. It was determined that the mixer is out of warranty and repair is not an option. Therefore, the mixer will need to be replaced. The maintenance contract addendum is required to cover the replacement and on-going maintenance of the tank mixer that is essential for proper mixing of the tank contents with injected disinfectant chemicals.

FINANCIAL IMPACT:
The cost for the new mixer is $40,383.00 and in year two of the mixer maintenance contract there will be an annual maintenance cost of $1,864.00. Funding for the costs are budgeted for under GL Account #40253320 534000.

ATTORNEY REVIEW/RECOMMENDATION:
City Attorney is reviewing

SUGGESTED MOTION:
Motion to approve the Addendum to the Utility Service Co. contract to a provide a

new mixer and on-going maintenance for the mixer.

ATTACHMENTS:
Utility Service Co. Contract and Addendum

Utility Service Co., Inc.

Water Tank Mixing System Maintenance Contract

Owner: **City of Brandenton**
Bradenton, FL

Tank Size/Name: **500,000 Gallon Hydropillar - 59th Street W Tank 5**

Location: **2901 59th Street West**

Date Prepared: **December 12, 2022**

535 Gen Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855.526.4413 | Fax: 478.987.2991

WATER TANK MAINTENANCE CONTRACT

This Water Tank Maintenance Contract (hereinafter, "the Contract") is entered into by and between the **City of Bradenton, whose business address is 1411 9th Street West, Bradenton, FL 34205** (hereinafter, "the Owner") and Utility Service Co., Inc., whose business address is 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069 (hereinafter, "the Company"). The Owner and the Company shall be individually referred to herein as "a Party" or collectively referred to herein as "the Parties".

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the Parties agree as follows:

1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional service needed to install and service a PAX mixing system in its **500,000** gallon water storage tank located at **2901 59th Street West, Bradenton, FL 34209** (hereinafter "tank"). This Contract outlines the Company's responsibility for the upfront installation of the described mixing system and the maintenance of the mixing system thereafter. The services (collectively, "the Services") that the Company will provide include the following:

A. **Mixing System Installation and Service.**
   1. The Company shall install an active mixing system in the Tank.
      a. Owner will be required to provide 120 VAC, 15 Amp GFCI – Protected, 15 Amp Circuit power supply at the tank with a disconnect switch, and will be required to supply a certified electrician to make the final connection between the PAX Mixer and the power supply during the installation.
      b. Owner will be responsible for all trenching, conduit, and electrical connections outside the tank, unless otherwise specified by this agreement.
      c. Upon completion of PAX installation, USCI will power up the PAX Active Mixing system and complete electrical system check/IAR on PAX Control Center to verify proper operation.

   2. The particular unit that will be installed in the Tank is a NSF Approved PAX PWM-150 active mixing system along with its component parts.

   3. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

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2. Contract Price/Annual Fees. For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. The first **(1)** Annual Fee shall be **$40,383.00** per Contract Year. The Annual Fee for Contract Year 2 shall be **$1,864.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. Payment Terms. The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the Contract. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this Contract without notice. The late fee will be 1.5% per month.

4. Changes or Delays to Services. For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay.

5. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to maintain pursuant to the requirements of this Contract based upon its existing structure and components as of the Effective Date (defined hereinafter). ***Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.*** In addition, changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract.

6. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to

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prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

7. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) disposal of any hazardous waste materials; (ii) resolution of operational problems or structural damage due to cold weather; (iii) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (iv) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (v) negligent acts of Owner's employees, agents or contractors; (vi) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (vii) repairs to the foundation of the Tank; (viii) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (ix) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (x) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xi) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

8. Force Majeure. If the Company is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of act of God or force majeure such as: (i) fire, (ii) war, (iii) earthquake, (iv) strike, (v) lock-out, (vi) labor dispute, (vii) flood, (viii) public disaster, (ix) pandemic or epidemic event (including COVID-19), (x) interruptions or delays in reasonably available means of transportation, (xi) acts of any government or its agencies or officers, or any order, regulation, or ruling thereof, (xii) equipment or technical malfunctions or failures, (xiii) power failures or interruptions, or (xiv) any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

9. Termination. This Contract is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as: (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the Contract pursuant to the terms of this Section. This Contract is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed. Therefore, if the Owner elects to terminate this Contract prior to remitting the first **(1)** Annual Fee, then the unpaid balance of the first **(1)** Annual Fee shall be due and payable within thirty (30) days of the Owner's issuance of the notice of intent to terminate at the end of the then-current Contract Year.

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10. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

11. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES.

12. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its banking institution as collateral for any loans or lines of credit.

13. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made, except in a writing signed by the Parties. No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The Parties expressly warrant that the individuals who sign below are authorized to bind them.

14. Excessive Inflation. In the event that the aggregate of the Annual Inflation Rates (defined herein below) established for two (2) consecutive calendar years during the term of this Contract exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of the Contract to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI").* In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a Contract is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the Contract to address the excessive inflation.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

16. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

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This Contract is executed and effective as of the date ("the Effective Date") that the last Party signs this Contract below.

OWNER:	COMPANY:
City of Bradenton	**Utility Service Co., Inc.**
By: _____	By: _____
Title: _____	Title: Chief Operating Officer
Print Name: _____	Print Name: Jonathan Cato
Date: _____	Date: December 13, 2022
Witness: _____	Witness: Lara Townsend
Seal:	**Seal:**

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CITY OF BRADENTON
ADDENDUM TO WATER TANK MIXING SYSTEM MAINTENANCE CONTRACT

This Addendum (the "Addendum") is an addendum to that certain Water Tank Mixing System Maintenance Contract (Tank 5 59th Street West) between the City of Bradenton (the "Owner") and Utility Service Co., Inc. ("Company"), dated _____, 2022 (the "Agreement"). The provisions of this Addendum shall prevail over any conflicting terms contained in the Agreement.

CHOICE OF LAW/VENUE

The laws of the State of Florida shall govern all provisions of this Agreement. The venue for any action or suit arising under the Agreement shall be Manatee County, Florida.

NOTICE

Any notice to be provided under the Agreement shall be in writing to the following representatives:
If to the Owner:

City of Bradenton
Attn: _____
_____
Bradenton, FL 342___
941-_____-_____
Email: _____

With a Copy to:

Scott E. Rudacille, City Attorney
Blalock Walters, P.A.
802 11th Street
Bradenton, FL 34205
941-748-0100
srudacille@blalockwalters.com

If to the Company:

Utility Service Co., Inc.

Att: Customer Service

535 Gen Courtney Hodges, P O Box 1350

Perry, GA 31069

PUBLIC RECORDS

To the extent applicable, Company shall comply with the requirements of Florida's Public Records laws, specifically including the following:

a. Company shall keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service;
b. Company shall provide the public with access to public records on the same terms and conditions that the Owner would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
c. Company shall 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. Company shall meet all requirements for retaining public records and transfer, at no cost, to the Owner all public records in possession of Company upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to Owner in a format that is compatible with the Owner's information technology systems;
e. Company acknowledges that all information contained relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

E-VERIFY

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. Company hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Company further represents that it will remain in

compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Agreement. Company hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Company 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.

Company shall be required to complete an E-Verify Affidavit attesting to compliance with Section 448.09, Florida Statutes.

INDEMNIFICATION

The following provision shall replace Section 11 of the Agreement in its entirety:

HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Bradenton, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Bradenton from its own negligence.

INSURANCE

The Company will not commence Work under the Agreement until all insurance under this section and such insurance coverage as might be required by Owner has been obtained. The Company shall obtain, and submit to the Purchasing Division within ten (10) Calendar days from the date of the Agreement, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy). The Owner should also receive, A certificate of insurance within the 10 days of purchasing the insurance.

A) Workers' Compensation/Employers' Liability

Part Two - The minimum amount of coverage required by the resulting Contract Documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

B) Commercial General Liability

The limits are to be applicable only to Work performed under the Agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance

(Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

ADDITIONAL INSURED: The Owner shall be specifically named as additional insured on the Commercial General Liability Policy.

C) Business Auto Policy

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

D). If the initial insurance expires prior to the completion of operations and/or services by the Company, renewal certificates of insurance shall be furnished by the Company and delivered to the Purchasing Official as soon as reasonably practicable. Nothing herein shall in any manner create any liability of the Owner in connection with any claim against the Company for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Company or Company's sureties to the Owner or to any workers, suppliers, material men or employees in relation to this Contract.

E) By way of its execution of this Agreement, Company:

a. Represents that Company maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to Owner, as set forth in this solicitation; and

b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the Owner and must be endorsed to provide same. Failure of Company to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

F) Certification Requirements – In order for the certificate of insurance to be accepted it **must** comply with the following:

a. The certificate holder shall be:

The City of Bradenton, a political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865

b. Certificate shall be mailed to:

The City of Bradenton

_____

Bradenton, FL 342___

Attn: _____

UTILITY SERVICE CO., INC.

By: _____

Name: **Jonathan Cato**

Title: **Chief Operating Officer**

Date: **December 13, 2022**

CITY OF BRADENTON

By: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Jim McLellan, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Annual Renewal of Joint Funding Agreement with United States Geologic Survey for Water Resources Investigations

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and the US Geologic Survey annually participate in a joint funding agreement for Water Resource Investigation. The agreement covers costs associated with maintaining a stream gage on the Braden River associated with our reservoir, as well as a rainfall gage. This item addresses the renewal of this funding agreement for the period of October 1, 2023 through September 30, 2024.

FINANCIAL IMPACT:
The City's share of the funding agreement is $29,000 which will be provided for in the Fiscal Year 2023/2024 budget under GL Account 40253320 534000

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille has reviewed the agreement.

SUGGESTED MOTION:
Motion to approve the funding agreement renewal with United States Department of the Interior.

ATTACHMENTS:

US Department of the Interior Funding Agreement

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Caribbean-Florida Water Science Center
4446 Pet Ln Suite #108
Lutz, FL 33559

July 5, 2023

Mr. Jim McLellan
Director of the Public Works & Utility Dept
City of Bradenton
1411 9th Street West
Bradenton, FL 34205

Dear Mr. McLellan:

Attached is our standard joint-funding agreement for the project(s) Caribbean-Florida Water Science Center Water Resources Investigations, during the period October 1, 2023 through September 30, 2024 in the amount of $29,000 from your agency. U.S. Geological Survey contributions for this agreement are $11,600 for a combined total of $40,600 Please sign and return one fully-executed original to Margaret A. Fineagan at the address above or via email at mfinegan@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2023**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Kevin Grimsley by phone number (813) 498-5064 or email kjgrims@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Margaret Fineagan at phone number (813) 498-5009 or email at mfineagan@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

DOROTHY SIFUENTES
Digitally signed by DOROTHY SIFUENTES
Date: 2023.07.06 08:59:19 -04'00'

Dorothy F. Sifuentes, Ph.D.
Acting Director, Caribbean-Florida Water Science Center

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001078
Agreement #: 24MCJFA0012
Project #: MC00E2A
TIN #: 59-6000283

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2023, by the **U.S. GEOLOGICAL SURVEY**, Caribbean-Florida Water Science Center, **UNITED STATES DEPARTMENT OF THE INTERIOR**, party of the first part, and the **CITY OF BRADENTON** party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $11,600.00 by the party of the first part during the period October 1, 2023 to September 30, 2024

(b) $29,000.00 by the party of the second part during the period October 1, 2023 to September 30, 2024

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0.00

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001078
Agreement #: 24MCJFA0012
Project #: MC00E2A
TIN #: 59-6000283

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Kevin Grimsley, P.E.
Hydrologic Associate Center Director for Data, Acting
Address: 4446 Pet Lane Suite 108
Lutz, FL 33559
Telephone: (813) 498-5064
Fax: (813) 498-5002
Email: kjgrims@usgs.gov

Customer Technical Point of Contact

Name: Jim McLellan
Director of the Public Works & Utility Deptartments
Address: 1411 9th Street West
Bradenton, FL 34205
Telephone: (941) 708-6300 Ext 235
Fax:
Email: jim.mclellan@cityofbradenton.com

USGS Billing Point of Contact

Name: Margaret Fineagan
Budget Analyst
Address: 4446 Pet Lane
Lutz, FL 33559
Telephone: (813) 498-5009
Fax:
Email: mfineagan@usgs.gov

Customer Billing Point of Contact

Name: Jim McLellan
Director of the Public Works & Utility Dept
Address: 1411 9th Street West
Bradenton, FL 34205
Telephone: (941) 708-6300 Ext 235
Fax:
Email: jim.mclellan@cityofbradenton.com

U.S. Geological Survey
United States
Department of Interior

Signature

By DOROTHY SIFUENTES Digitally signed by DOROTHY SIFUENTES Date: 2023.07.06 08:59:45 -04'00' **Date: 7/05/2023**
Name: Dorothy F. Sifuentes, Ph.D.
Title: Acting Director, Caribbean-Florida Water Science Center

City of Bradenton

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

June 13, 2023

CITY OF BRADENTON

STATION NUMBER	STATION NAME	2024 Surface Water	Rain	Details
02300042	WARD LAKE OUTFALL NR BRADENTON	18,400	0	discharge
		0	1,900	rainfall
02300033	BRADEN RIVER AT LAKEWOOD RANCH NEAR LORRAINE	18,400	0	discharge
		0	1,900	rainfall
		36,800	3,800	

June 13, 2023

City of Bradenton

	Surface Water 2024	Rain 2024	Total 2024
Totals	36,800	3,800	40,600
City of Bradenton	25,800	3,200	29,000
USGS Cooperative Matching Funds	11,000	600	11,600

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Mindy Piantanida, Public Works & Utilities

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA23-13

SUGGESTED ACTION: Approve Budget Adjustment BA23-13.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Public Works and Utilities third quarter budget adjustments for the purpose of funding increased costs of capital purchases, reallocating project budgets, and to allocate money to sewer and manhole lining projects to meet Waterkeeper initiatives with existing contract unit pricing that will reduce the amount ultimately needed from State Revolving Fund loan.

FINANCIAL IMPACT:
Use of cash carry forward of $598,433 in Fund 112 (Park Improvements West), $625,000 in Fund 408 (Infrastructure), and reserve for contingencies of $122,705 in Fund 408 (Infrastructure).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA23-11.

ATTACHMENTS:
Budget Adjustment BA23-11 Resolution and Form

RESOLUTION NUMBER BA23-11

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2022-2023 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 Public Works and Utilities Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of funding increased costs of capital purchases, reallocating project budgets, and to allocate money to sewer and manhole lining projects to meet Waterkeeper initiatives with existing contract unit pricing that will reduce the amount ultimately needed from State Revolving Fund loan.

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 26TH DAY OF JULY, 2023.

_____
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: Mindy Piantanida

For: Public Works and Utilities

Date: July 26, 2023

Budget Adjustment #: BA23-11

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: Public Works and Utilities third quarter budget adjustments for the purpose of funding increased costs of capital purchases, reallocating project budgets, and to allocate money to sewer and manhole lining projects to meet Waterkeeper initiatives with existing contract unit pricing that will reduce the amount ultimately needed from State Revolving Fund loan.

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: 11205 369150
Line item description: Cash Carryforward in Park Improvements West

Increase (in $): 598,433 Decrease (in $):

Account Number: 11203 366000 18821
Line item description: Contributions/Donations in Park Improvements West

Increase (in $): 225,000 Decrease (in $):

Account Number: 11257200 563000 18821
Line item description: Parks-Equipment in Park Improvements West

Increase (in $): 823,433 Decrease (in $):

Account Number: 30258200 563000 18821
Line item description: Parks-Equipment in Half Cent Infrastructure Tax

Increase (in $): Decrease (in $): 765,538

Account Number: 30258200 563000 19801
Line item description: Riverwalk in Half Cent Infrastructure Tax

Increase (in $): 765,538 Decrease (in $):

Account Number: 40805 369150
Line item description: Cash Carryforward in Infrastructure Fund

Increase (in $): 625,000 Decrease (in $):

Account Number: 40858100 599100
Line item description: Reserve for Contingencies in Water-Sewer Infrastructure Fund

Increase (in $): Decrease (in $): 122,705

Account Number: 40859000 563000 23503
Line item description: Force Main Improvements in Infrastructure Fund

Increase (in $): Decrease (in $): 40,000

Account Number: 40859000 563000 22509
Line item description: Ox Ditch Gate Replacements in Infrastructure Fund

Increase (in $): Decrease (in $): 30,000

Account Number: 40859000 563000 22511
Line item description: Denit Filter Mudwell Pump in Infrastructure Fund

Increase (in $): Decrease (in $): 6,303

Account Number: 40859000 563000 22515
Line item description: Lift Pump Actuator in Infrastructure Fund

Increase (in $): Decrease (in $): 7,532

Account Number: 40859000 563000 23504
Line item description: Sewer Pipe Lining in Infrastructure Fund

Increase (in $): 500,000 Decrease (in $):

Account Number: 40859000 563000 23505
Line item description: Manhole and Wetwell Lining in Infrastructure Fund

Increase (in $): 331,540 Decrease (in $):

Account Number: 46053400 543200
Line item description: Tonnage Charges - Utilities in Solid Waste Residential

Increase (in $): Decrease (in $): 70,000

Account Number: 46053400 552500
Line item description: Other Operating Supplies in Solid Waste Residential

Increase (in $): 70,000 Decrease (in $):

Approved by:

Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Jim McLellan, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Construction Manager at Risk Contract for Fire Station #2

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Following selection of Willis Smith to provide CMAR services for the construction of Fire Station #2 under RFQ 23-007EJ, as approved at City Council on June 14, 2023, a contract for these services has been negotiated. This contract includes a cost proposal for pre-construction services. A separate proposal for the Guaranteed Maximum Price for the actual construction will be brought before City Council for approval separately.

FINANCIAL IMPACT:
The preconstruction CMAR services cost is $77,589, or 1% of the estimated construction cost for the new fire station. Funding for these costs is provided for under GL Account # 30258200-563000-FST#2

ATTORNEY REVIEW/RECOMMENDATION:
City attorney prepared the contract

SUGGESTED MOTION:
Motion to approve the contract with Willis Smith Construction for CMAR services associated with the new Fire Station #2 construction.

ATTACHMENTS:
Contract with Willis Smith

AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE CITY OF BRADENTON FIRE STATION #2 PROJECT

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Bradenton (the "Owner"), and Willis Smith Construction, Inc., registered and licensed to do business in the State of Florida (License #CGC1508975) (the "Construction Manager").

WHEREAS, Owner issued RFQ 23-007EJ (the "RFQ") seeking statements of qualifications from interested construction managers for construction manager "at-risk" services for Fire Station #2, 2229 SR 64 East, Bradenton, Florida 34208 (the "Project"), within the City of Bradenton; and

WHEREAS, Construction Manager submitted a response to the RFQ and Owner selected Construction Manager to provide the construction manager "at-risk" services for the Project.

NOW THEREFORE, the Owner and the Construction Manager, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect/Engineer, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS. The general conditions of the Agreement shall be the attached General Conditions of the Construction Agreement, which is incorporated herein by reference. The term "Contractor" as used in the General Conditions shall mean the Construction Manager. The term "Contract Sum" as used in the General Conditions shall mean Guaranteed Maximum Price (GMP).

ARTICLE 2
CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction Services. If the Owner and Construction Manager agree, after consultation with the Architect/Engineer, the Construction

Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1 PRECONSTRUCTION PHASE.

A. SCOPE OF SERVICES. Construction Management at Risk services to be provided during the Preconstruction Phase shall include, but not be limited to, services found in Exhibit A to the General Conditions.

B. PRELIMINARY EVALUATION. The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other. These services shall typically be based on conceptual designs up to thirty (30) percent design drawings.

C. CONSULTATION. The Construction Manager, with the Architect/Engineer, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect/Engineer regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

D. PRELIMINARY PROJECT SCHEDULE. When Project requirements described in Section 3.I.A have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect/Engineer's review and the Owner's approval. The Construction Manager shall obtain the Architect/Engineer's approval of the portion of the preliminary Project schedule relating to the performance of the Architect/Engineer's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect/Engineer and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price (GMP) proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

E. PHASED CONSTRUCTION. The Construction Manager shall make recommendations to the Owner and Architect/Engineer regarding the phased issuance of Project Plans and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

F. PRELIMINARY COST ESTIMATES.

1. When the Owner has sufficiently identified the Project requirements and the Architect/Engineer has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2. When schematic design documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the design development documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

3. When design development documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect/Engineer and approval by the Owner. During the preparation of the construction documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

4. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

G. SUBCONTRACTORS AND SUPPLIERS. The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect/Engineer for their information a list of a minimum of two (2) possible Subcontractors per trade, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect/Engineer will promptly reply in writing to the Construction Manager if the Architect/Engineer or Owner know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it waive the right of the Owner or Architect/Engineer later to object to or reject any proposed. Subcontractors or suppliers.

H. LONG LEAD TIME ITEMS. The Construction Manager shall recommend to the Owner and Architect/Engineer a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. The Construction Manager shall identify materials and equipment for potential Owner Direct Purchase ("ODP") and present recommendations to the Architect/Engineer and Owner for consideration. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction

Manager's GMP proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

I. EXTENT OF RESPONSIBILITY. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The recommendation and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Project Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Project Plans and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

J. EQUAL EMPLOYMENT OPPORTUNITY PROGRAMS. The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.

A. TIMING. When the Project Plans and Specifications are sufficiently complete, the Construction Manager shall propose a GMP, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee.

B. FURTHER DEVELOPMENT OF PROJECT PLANS AND SPECIFICATIONS. As the Project Plans and Specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall provide in the GMP for further development of the Project Plans and Specifications by the Architect/Engineer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, as required, shall be incorporated by Change Order.

C. CONTINGENCY. The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 2.2.B and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

D. BASIS OF GUARANTEED MAXIMUM PRICE. The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

1. A list of the Project Plans and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the GMP proposal.

2. A list of allowances and a statement of their basis.

3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Project Plans and Specifications.

4. The proposed GMP, including a statement of the estimated costs organized by trade categories, allowances, contingency, and other items and the Fee that comprise the GMP.

5. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the construction documents issuance dates upon which the date of Substantial Completion is based.

E. MEETING OF CONSTRUCTION TEAM. The Construction Manager shall meet with the Owner and Architect/Engineer to review the GMP proposal and the written statement of its basis. In the event that the Owner or Architect/Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

F. ACCEPTANCE. Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the Construction Manager.

G. NO COSTS IN ADVANCE. Prior to the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

H. GMP ADDENDUM. Upon acceptance by the Owner of the GMP proposal, the GMP and its basis shall be set forth in the GMP Addendum. The GMP shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

I. REVISIONS TO PROJECT PLANS AND SPECIFICATONS. The Owner shall authorize and cause the Architect/Engineer to revise the Project Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Addendum. Such revised Project Plans and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect/Engineer and Construction Manager. The Construction Manager shall promptly notify the Architect/Engineer and Owner if such revised Project Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

J. TAXES. The GMP shall include in the Cost of the Work only those taxes

which are enacted at the time the GMP is established.

2.3 CONSTRUCTION PHASE.

A. GENERAL.

1. The Construction Phase shall commence on the earlier of:

   i. the owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed,

   ii. or the Owner's first authorization to the Construction Manager to:

      (a) award a Subcontract,

      (b) undertake construction Work with the Construction Manager's own forces, or

      (c) issue a purchase order for materials or equipment required for the Work.

B. ADMINISTRATION.

1. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from a minimum of two (2) Subcontractors per trade and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect/Engineer. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect/Engineer, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the GMP has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

2. If the GMP has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect/Engineer (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the GMP by the difference between

the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.

3. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.H and 7.1.1 and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

4. The Construction Manager shall schedule and conduct a meeting at which the Owner, Architect/Engineer, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

5. Promptly after the Owner's acceptance of the GMP proposal, the Construction Manager shall prepare a schedule in accordance with Section 2.3 of the General Conditions, including the Owner's Substantial Completion and occupancy requirements.

6. The Construction Manager shall provide monthly written reports, including aerial photographs and photographs of work completed to date, to the Owner and Architect/Engineer on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the Project Site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect/Engineer.

7. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect/Engineer at regular intervals.

2.4 PROFESSIONAL SERVICES. Sections 2.1 and 2.2 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

2.5 HAZARDOUS MATERIALS. Sections 2.4.U and 5.5 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3
OWNER'S RESPONSIBILITES

3.1 **INFORMATION AND SERVICES.**

A. GENERAL INFORMATION. The Owner shall provide full information in

a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

B. BUDGET. The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect/Engineer, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

C. STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS. In the Preconstruction Phase, the Owner shall furnish the information in subsection 1 through 5 below, with reasonable promptness and at the Owner's expense. However, the Owner may also contract with the Construction Manager to furnish any such information. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in subsections 1 through 5, below, but shall exercise customary precautions relating to the performance of the Work.

1. Reports, surveys, drawings and tests concerning the conditions of the Project Site which are required by law.

2. Surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the Project Site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project Site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

3. The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolations tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4. Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

5. The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE. The Owner shall designate in writing its Owner's Project Representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This Representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 5.2 of the General Conditions, the Architect/Engineer does not have such authority.

3.3 ARCHITECT/ENGINEER. The Owner shall retain an Architect/Engineer to provide basic services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in Article VI of the General Conditions. The Owner shall authorize and cause the Architect/Engineer to provide those additional services requested by the Construction Manager which must necessarily be provided by the Architect/Engineer for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect/Engineer and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect/Engineer.

3.4 LEGAL REQUIREMENTS. The Owner shall determine and advise the Architect/Engineer and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4
COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Services as follows:

4.1 COMPENSATION.

A. PRECONSTRUCTION SERVICES. For the Preconstruction Services described in Section 2.1, the Construction Manager's compensation shall be a percentage of the construction cost calculated as follows:

If the Preconstruction Services are Provided as Stand Alone Services:

The Preconstruction Services Fee shall be for a total not-to-exceed amount of seventy-seven thousand five-hundred eighty-nine Dollars and zero cents ($77,589.00). The breakdown of this fee by task is provided on the attached Willis Smit Construction Preconstruction Services proposal, dated July 18, 2023.

B. ADJUSTMENT. Compensation for Preconstruction Services shall be equitably adjusted if such services extend beyond Ninety (90) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

C. PERSONNEL EXPENSE. If compensation is based on a multiple of Direct Personnel Expense, "Direct Personnel Expense" shall mean the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 PAYMENTS.

A. TIMING. Subject to the requirements of Article III of the General Conditions, payments for Preconstruction Services shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

B. DUE DATES. Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION. For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined as follows:

The Construction Management Fee Percentage shall be _____ percent (___%) of the total Cost of the Work.

5.2 GUARANTEED MAXIMUM PRICE. The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided as the GMP in the GMP Addendum, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP. Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.3 CHANGES IN THE WORK

A. ADJUSTMENTS TO GMP. Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Addendum may be determined by any of the methods listed in Article V of the General Conditions.

B. "COST". In calculating adjustments to Subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the Owner and Construction Manager shall proceed in accordance with Section 5.6 of the General Conditions. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. In calculating adjustments to the Agreement, the terms "cost" and "costs" as used in the above-referenced General Conditions shall mean the Cost of the Work as defined in Article 6 of this Agreement.

C. CONSTRUCTION MANAGER'S FEE. If no specific provision is made in Section 5.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such that, in the aggregate, the application of the adjustment provisions of Section 5.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

A. COST OF WORK. The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

B. LABOR COSTS.

1. Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project Site or, with the Owner's agreement, at off-site workshops.

2. Wages or salaries of the Construction Managers supervisory and administrative personnel when stationed at the Project Site with the Owner's agreement.

Classification	Name

(If it is Intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal office or offices other than the site office shall be Included in the Cost of the Work; such personnel shall be identified below.)

3. Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

Classification	Labor Rate ($/Hour)

4. Costs paid or incurred by the Construction Manager for taxes. insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.B.l through 6.1.B.3.

C. SUBCONTRACT COSTS. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Subcontracts.

D. COSTS MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION.

1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

2. Costs of materials described in the preceding Section 6.1.D.l in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

E. COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS.

1. Costs, including transportation, installation, maintenance, dismantling and removal of materials. supplies. temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall

mean fair market value.

2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers which are provided by the Construction Manager at the Project Site, whether rented from the Construction Manager or others and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item.

3. Costs of removal of debris from the Project Site, including proper and legal disposal of same.

4. Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges. telephone at the Project Site and reasonable petty cash expenses of the Project Site office.

5. That portion of the approved reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work. Subject to prior approval of Architect/Engineer and Owner.

F. MISCELLANEOUS COSTS.

1. That portion directly attributable to this Contract of premiums for insurance and bonds.

2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.

3. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

4. Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.H.2, reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office.

5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in

accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses; judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the GMP and provided that such royalties, fees and costs are not excluded by the Contract Documents.

6. Costs for electronic equipment and software, directly related to the Work and with the Owner's prior approval.

7. Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.

8. Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and/or Architect/Engineer and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.

9. Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations, with Owner's prior approval of such expense.

10. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

G. EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK. The Cost of the Work shall also include costs described in Section 6.1.A which are incurred by the Construction Manager:

1. In taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 2.4.P of the General Conditions.

2. In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement or by the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or by the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not

recoverable by the Construction Manager from insurance, sureties, Subcontractors, suppliers or others.

H. COSTS TO BE INCLUDED. The costs described in Sections 6.1.A through 6.1.G shall be included in the Cost of the Work notwithstanding any provisions of the General Conditions which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

6.2 COSTS NOT TO BE REIMBURSED

The Cost of the Work shall not include:

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project Site office, except as specifically provided in Sections 6.1.B.2 and 6.1.B.3.

2. Expenses of the Construction Manager's principal office and offices other than the Project Site office, except as specifically provided in Section 6.1.

3. Overhead and general expenses, except as may be expressly included in Section 6.1.

4. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

5. Rental costs of machinery and equipment, except as specifically provided in Section 6.1.E.2.

6. Except as provided in Section 6.1.H.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.

7. Costs incurred in the performance of Preconstruction Services.

8. Except as provided in Section 6.1.F.10, any cost not specifically and expressly described in Section 6.1.

9. Costs which would cause the GMP to be exceeded.

10. Costs for services performed during the Preconstruction Phase.

6.3 DISCOUNTS, REBATES AND REFUNDS

A. ACCURAL TO OWNER. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the

Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

B. DEDUCTION FROM COST OF WORK. Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.A shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other Owner-authorized personnel shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7
CONSTRUCTION PHASE

7.1 PROGESS PAYMENTS

A. PROGRESS PAYMENTS. Subject to the requirements of Article III of the General Conditions, based upon Applications for Payment submitted to the Architect/Engineer by the Construction Manager and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the GMP to the Construction Manager as provided below and elsewhere in the Contract Documents.

B. PERIOD COVERED. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or a thirty (30) day period following issuance of Notice to Proceed.

C. DATE OF PAYMENT. Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.

D. SUPPORTING DOCUMENTATION. With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or Architect/Engineer to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

E. SCHEDULE OF VALUES. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Construction Manager's Application for Payment.

F. PERCENTAGE OF COMPLETION. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values.

G. COMPUTATION. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 5.6 of the General Conditions, even though the GMP has not yet been adjusted by Change Order.

2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the Project Site at a location agreed upon in writing, supported by paid receipts and covered under the Construction Manager's insurance.

3. Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1. or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Construction Manager's Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.

4. Subtract the aggregate of previous payments made by the Owner.

5. Subtract the shortfall, if any, indicated by the Construction Manager in the

documentation required by Section 7.1.D to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner in such documentation.

6. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate for Payment as provided in Section 3.3.C of the General Conditions.

H. SUBCONTRATOR RETAINAGE. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontracts.

I. REDUCTION IN RETAINAGE. Notwithstanding the foregoing, upon completion of at least fifty percent (50%) of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to two and a half percent (2.5%) the amount of retainage withheld from the Construction Manager's Fee in each subsequent progress payment.

J. NO ADVANCE PAYMENTS. Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project Site.

K. RELIANCE ON INFORMATION. In taking action on the Construction Manager's Applications for Payment, the Architect/Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect/Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.D or other supporting data, that the Architect/Engineer has made exhaustive or continuous on-site inspections or that the Architect/Engineer has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner acting in the sole interest of the Owner.

7.2 FINAL PAYMENT.

A. CONDITIONS OF FINAL PAYMENT. Final payment shall be made by the Owner to the Construction Manager when (1) the Agreement has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 2.4.C of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; (3) a final Certificate for Payment has then been issued by the Architect/Engineer; and (4) the issuance of a Certificate of Occupancy; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect/Engineer's

final Certificate for Payment, or as follows:

B. CALCULATION. The amount of the final payment shall be calculated as follows:

1. Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the GMP.

2. Subtract amounts, if any, for which the Architect/Engineer withholds, in whole or in part, a final Certificate for Payment as provided in Section 3.3.C of the General Conditions or other provisions of the Contract Documents.

3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner. Failing reimbursement by the Construction Manager and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such overpayment.

C. REVIEW. The Owner's fiscal staff will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect/Engineer by the Construction Manager. Based upon such Cost of the Work as the Owner's fiscal staff report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.A have been met, the Architect/Engineer will, within seven days after receipt of the written report of the Owner's fiscal staff, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect/Engineer's reasons for withholding a certificate as provided in Section 3.3.C of the General Conditions.

D. ISSUANCE. If the Owner's fiscal staff report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect/Engineer. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect/Engineer's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's fiscal staff becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect/Engineer's final Certificate for Payment.

E. ADDITIONAL REIMBURSEMENTS. If subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not

excluded by Section 6.2, arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8
INSURANCE AND BONDS

8.1 INSURANCE. Before performing any services, the Construction Manager shall procure and maintain, during the life of the Agreement, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the Owner and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII."

The Owner, its officers, agents, and employees, shall be named as additional insureds on all policies required (excluding worker's compensation). No changes may be made to these specifications without specific prior written approval of the Owner. The Owner shall retain the right to review, at any time, coverage, form, and amount of insurance.

A. **Workers' Compensation/Employers Liability:**

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Agreement which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident)	$100,000
(Disease-Policy Limit)	$500,000
(Disease-Each Employee)	$100,000

B. **Commercial General Liability.**

The limits are to be applicable only to services performed under the Agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:

Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (Any One Fire)	$Nil
Medical Expense (Any One Person)	$Nil

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida shall be specifically named as additional insured on the Commercial General Liability Policy.

C. **Business Auto Policy**

Each Occurrence Bodily Injury and Property Damage Liability Combined	$300,000
Annual Aggregate (if applicable)	$1,000,000

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

D. **Certificates of Insurance and Copies of Policies**

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division and the Owner's Project Representative before services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Agreement. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Agreement, including any warranty periods.

E. **Complete Policies**:

The entire and complete insurance policies required herein shall be provided to the Owner, prior to the commencement of work. If the initial insurance expires prior to the completion of services by the Construction Manager, renewal certificates of insurance and required copies of policies shall be furnished by the Construction Manager and delivered to the Purchasing Official and the Owner's Project Representative thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the Owner in connection with any claim against the Construction Manager for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Construction Manager or Construction Manager's sureties to the Owner, or to any workers, suppliers, material men

or employees in relation to this Agreement.

F. By way of its execution of the Agreement, the Construction Manager:

a. Represents that Construction Manager maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to Owner; and
b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the Owner and must be endorsed to provide same. Failure of Owner to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

G. Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

a. The certificate holder shall be:
The City of Bradenton, A political subdivision of the
State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
Reference: RFQ# 23-007EJ

b. Certificate shall be mailed to:
The City of Bradenton
Attn: Jim McLellan, P.E.
Director of Public Works & Utilities
1411 9th St. W.
Bradenton, FL 34205

8.2 PAYMENT AND PERFORMANCE BOND.

A. BOND REQUIRED. Upon execution of the Agreement, the Construction Manager shall post a Payment and Performance Bond in the amount of the GMP, in a form approved by the Owner.

B. DELIVERY. The Construction Manager shall deliver the required bond to the Owner at least three days before the commencement of any Construction Phase services.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION. During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Article VIII of the General Conditions.

9.2 OTHER PROVISIONS. Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the General Conditions.

9.3 EXTENT OF CONTRACT. This Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. Except as provided in Section 9.13 below, if anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.4 OWNERSHIP AND USE OF DOCUMENTS. Section 10.4 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

9.5 GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

9.6 ASSIGNMENT. The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

9.7 SUBSTANTIAL COMPLETION DEFINED. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Construction Manager shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

9.8 PROJECT MEETINGS. During the Construction Phase, there shall be project meetings, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meetings will be attended by a representative of the Construction Manager, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

9.9 WEATHER. During the Construction Phase, any rainfall temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been contemporaneously submitted to the Owner by the Construction Manager documenting same.

9.10 SHOP DRAWINGS; CRITICAL SUBMITTALS. In consideration of the impact

of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause its agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Construction Manager within fourteen (14) days.

9.11 PUNCH LIST. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Construction Manager. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Construction Manager. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Construction Manager.

9.12 CLOSEOUT DOCUMENTATION. Within 30 days after obtainment of Substantial Completion and before final payment, Construction Manager shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

9.13 GOVERNING PROVISIONS; CONFLICTS. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

9.14 E-VERIFY. 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. Construction Manager hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Construction Manager further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Agreement. Construction Manager hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Construction Manager 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.

Construction Manager shall be required to complete an E-Verify Affidavit attesting to compliance with Section 448.09, Florida Statutes.

9.15 INDEPENDENT CONTRACTOR. The Construction Manager acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

9.16 WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without

being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

9.17 VALIDITY. Each of the Owner and Construction Manager represents and warrants to the other its respective authority to enter into this Agreement.

9.18 COVENANT TO DEFEND. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof:

9.19 DISCLAIMER OF THIRD PARTY BENEFICIARIES; SUCCESSORS AND ASSIGNS. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

9.20 HEADINGS AND CAPTIONS. The headings and captions of articles, sections, and paragraphs used this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

9.21 LEGAL REFERENCES. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

9.22 SEVERABILITY. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereat then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

9.23 ATTORNEY'S FEES AND COSTS. In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any such procedure or litigation.

9.24 NOTICES. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To Owner:	City of Bradenton Attn: Jim McLellan, P.E. Director of Public Works & Utilities 1411 9th St. W. Bradenton, Florida 34205
With a copy to:	Blalock Walters, P.A Attn: Scott E. Rudacille, Esquire 802 11th Street West Bradenton, Florida 34205
To Construction Manager:	Willis Smith Construction, Inc. Attn: Brett Raymaker 5001 Lakewood Ranch Boulevard Sarasota, FL 34240

Notices, comments, consents, objections, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

9.25 PUBLIC RECORDS. To the extent applicable, the Construction Manager shall comply with the requirements of Florida's Public Records laws, specifically including the following:

A. Construction Manager shall keep and maintain public records required by the Owner in order to perform the service;
B. Upon request from the Owner, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
C. Construction Manager shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the records to the Owner;

D. Construction Manager shall upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Construction Manager or keep and maintain public records required by the Owner to perform the service. If the Construction Manager transfers all public records to the Owner upon completion of the contract, the Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Manager keeps and maintains public records upon completion of the contract, the Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and,

E. Construction Manager acknowledges that all information contained relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY OF BRADENTON CUSTODIAN OF PUBLIC RECORDS AT:
CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

9.26 CONFIDENTIAL SECURITY RECORDS.

A. Pursuant to Section 119.071(3), Florida Statutes, the following records (hereinafter referred to collectively as the "Confidential Security Records") are confidential and exempt from the disclosure requirements of Section 119.071(1), Florida Statutes:

1. A Security System Plan or portion thereof for any property owned by or leased to Owner or any privately owned or leased property held by Owner.

2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by Owner.

3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreational facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or

motel development in the possession of, submitted to Owner.

B. Construction Manager agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the Owner or to comply with a court order requiring such release or disclosure. To the extent Construction Manager receives a request for such records, it shall immediately contact Owner who shall coordinate Owner's response to the request. Notwithstanding the foregoing, the Construction Manager shall:

1. Disclose or release Security System Plans to:

   a. The property owner or leaseholder; or

   b. Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual acts of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building area, stadium, water treatment facility, or other structure owned or operated by Owner:

   a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;

   b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by Owner and is contractually bound by the Construction Manager to comply with this Section; or

   c. Upon a showing of good cause before a court of competent jurisdiction.

C. For purposes of this Section, the term "Security System Plan" includes all:

1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;

2. Threat assessments conducted by an agency or any private entity;

3. Threat response plans;

4. Emergency evacuation plans;

5. Sheltering arrangements; or

6. Manuals for security personnel, emergency equipment, or security training.

9.27 INDEMNIFICATION. The Construction Manager covenants and agrees to indemnify and save harmless the City of Bradenton, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the Construction Manager, or any subcontractor (meaning anyone, including but not limited to consultants having a contract with the Construction Manager or a subcontractor for part of the services), or anyone directly or indirectly employed by the Construction Manager or by any subcontractor, or of anyone for whose acts the Construction Manager or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Construction Manager to indemnify, hold harmless, or defend the City of Bradenton from its own negligence. Nothing in the Agreement shall be deemed to affect the rights, privileges and immunities of the Owner to sovereign immunity under Florida law, or as set forth in Section 768.28, Florida Statutes.

ARTICLE 10
TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.

A. RIGHT OF TERMINATION. Prior to execution by both parties of the GMP Addendum, the Owner may terminate this Agreement at any time without or without cause pursuant to Sections 14.1 and 14.2 of the General Conditions, and the Construction Manager may terminate this Agreement for any of the reasons described in Section 14.6 of the General Conditions.

B. COMPENSATION FOR PRECONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.A.

C. ADDITIONAL COMPENSATION FOR CONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Agreement pursuant to this Section 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Section 10.1.B, be paid an amount calculated as follows:

1. Take the Cost of the Work incurred by the Construction Manager.

2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction

Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as to Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

3. Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.C.l. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements), the Construction Manager shall as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such Subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of the GMP Addendum shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the Subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any Subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this Agreement not been terminated, the Construction Manager shall terminate such Subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE. Subsequent to execution by both parties of the GMP Addendum, the Agreement may be terminated as provided in Article 14 of the General Conditions.

A. LIMITATION ON PAYMENT; TERMINATION BY OWNER. In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.2 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C of this Agreement.

B. LIMITATION ON PAYMENT; TERMINATION BY CONSTRUCTION MANAGER. In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.6 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 **SUSPENSION**. The Work may be suspended by the Owner as provided in Section 14.3 of the General Conditions. In such case, the term "Contract Sum" in that Section shall be understood to mean Cost of the Work.

IN WITNESS THEREOF, the parties hereunto have caused this agreement to be executed on the date first above written.

[SIGNATURE PAGE TO FOLLOW]

Signed, sealed and delivered in the presence of:

ATTEST:

_____
Tamara Melton, City Clerk

CITY OF BRADENTON, a municipal corporation

By: _____
Gene Brown, Mayor

ATTEST:

_____

_____
Printed Signature

WILLIS SMITH CONSTRUCTION, INC.

_____
By: _____
As its: _____

3914777v1

WILLIS SMITH CONSTRUCTION, INC.
PRECONSTRUCTION COST PROPOSAL
JULY 18, 2023

WILLIS SMITH CONSTRUCTION

City of Bradenton Fire Station 2
City of Bradenton

Preconstruction Services Proposal
July 18, 2023

Line Item	Duration (Weeks)	Avg. Hours/Week	Total Hours	Cost/Hour	Total
Direct Labor Costs - Design Development					
Project Executive	3	5	15	159	2,385
Director of Preconstruction	3	5	15	150	2,250
Preconstruction Project Manager	3	10	30	119	3,570
Project Manager	3	10	30	119	3,570
Preconstruction Administrator	3	5	15	66	990
SUBTOTAL					$12,765
Direct Labor Costs - Construction Documents					
Project Executive	4	8	32	159	5,088
Director of Preconstruction	4	8	32	150	4,800
Preconstruction Project Manager	4	10	40	119	4,760
Project Manager	4	10	40	119	4,760
Preconstruction Administrator	4	5	20	66	1,320
SUBTOTAL					$20,728
Direct Labor Costs - Bidding and GMP					
Project Executive	8	8	64	159	10,176
Director of Preconstruction	8	8	64	150	9,600
Preconstruction Project Manager	8	10	80	119	9,520
Project Manager	8	10	80	119	9,520
Preconstruction Administrator	8	10	80	66	5,280
SUBTOTAL					$44,096
TOTAL Preconstruction Services					**$77,589**

AGENDA ITEM NO. 6.s

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Jim McLellan, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Fire Station #2 Final Design/Construction Administration Contract with Fawley-Bryant Architects

SUGGESTED ACTION: Approval of the contract

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
In response to RFQ 23-006EJ, at the May 24, 2023 City Council meeting, award for professional architecture services for Fire Station #2 was approved. Public Works & Utilities, in conjunction with Purchasing and Legal has negotiated the contract for the final design and construction administration associated with the new Fire Station #2.

FINANCIAL IMPACT:
The contract value is $499,334 and is budgeted for and will be paid under GL Account 30158200-563000-FST#2

ATTORNEY REVIEW/RECOMMENDATION:
City Conflict Council has reviewed.

SUGGESTED MOTION:
Motion to approve the contract with Fawley Bryant Architects for the final design and construction administration for the new Fire Station #2.

ATTACHMENTS:
Fawley Bryant Architectural Services Agreement

City of Bradenton

AGREEMENT FOR PROFESSIONALARCHITECTURAL SERVICES FOR FIRE STATION #2 BETWEEN THE CITY OF BRADENTON AND FAWLEY BRYANT ARCHITECTS, INC.

This Agreement is made and entered into this _____ day of _____, 2023, by the City of Bradenton, a municipal corporation organized and existing under the laws of the State of Florida, ("City"), and Fawley Bryant Architects, Inc. ("Consultant"), a corporation authorized to do business in the State of Florida and located at 5391 Lakewood Ranch Blvd., North, Ste. 300, Sarasota, Florida 34240.

WHEREAS, the City is entering into this Agreement with the Consultant for the Consultant to perform consulting services for architectural services for the design of new Fire Station #2.

The City and the Consultant, in consideration of the mutual covenants contained in this Agreement, agree as follows:

1. **Description of Work:**

   The City is entering into this Agreement with the Consultant for the Consultant to provide consulting services for architectural services for the design of new Fire Station #2 in accordance with the proposal City's Request for Qualifications RFQ-23-006EJ dated March 23, 2023, attached to this Agreement as **Attachment A**, the Consultant's Proposal dated April 20, 2023, attached to this Agreement as **Attachment B**, and the AIA Standard Form contract executed between the parties attached hereto as **Attachment C.**

   To the extent that this Agreement conflicts with any provision of the City's RFQ, Consultant's proposal, or the AIA Standard Form Agreement, the terms and conditions of this Agreement shall prevail.

2. **Contract Price and Term of Agreement:**

   The Consultant shall be compensated accordance with Attachments A & B respectively, and with the terms of this Agreement. Compensation shall not exceed the budgeted amount for the project as determined by the City and shall be paid at rates agreed upon by the parties and contained in **Attachment C.**

   Payment shall be made after presentation of an invoice and verification of the work by the City, and in accordance with Florida Prompt Payment Act. No change orders or additional payments or compensation will be allowed unless first approved by the City. All invoices shall be delivered to:

City of Bradenton
Attn: Jim Mclellan, P.E.
1411 9th St. W.
Bradenton, FL 34205
Email: PWpurchasing@bradentonfl.gov
CC email: jim.mclellan@bradentonfl.gov

The term of this Agreement shall be for one (1) year. The Agreement may be extended or renewed only after formal approval by the City Council.

3. Attorney's Fees and Costs:

Should any party to the Agreement be required to sue to enforce its rights under this Agreement, the prevailing party in such litigation shall be entitled to receive from the non-prevailing party its expenses, fees, and costs, including reasonable attorney's fees, for all pre-lawsuit, lawsuit, and appellate proceedings. The same prevailing party provision shall apply to any arbitration proceedings if the parties agree to resolve a contractual dispute through arbitration.

4. Controlling Law and Venue:

The Consultant and the City agree this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any legal proceedings brought under this Agreement shall be in Manatee County, Florida, and the state courts of Manatee County shall have jurisdiction to hear any proceeding brought under this Agreement.

5. Remedies:

Upon receipt of notice of any defective materials, labor, or work or other failure of the Consultant to provide the contracted services, the Consultant shall remedy or replace defective programs, materials, equipment or remedy any faulty workmanship or service within ten (10) calendar days of receipt of notice. This guarantee and warranty provision does not create any limitations on the City as to any claims or legal actions for breach of guaranty or breach of warranty that the City may have against the Consultant or others and does not constitute an exclusive remedy against the Consultant or any other person or entity that provides materials, equipment, or labor for the project.

6. Relationship of Parties:

The parties agree that the Consultant is an independent contractor and the relationship between the City and the Consultant is not that of employer and employee.

7. Assignment:

This Agreement shall be binding upon the parties and shall not be assignable, provided that any request for assignment to a non-affiliated third party by the Consultant shall not be effective unless approved by the City Council.

8. Indemnification:

The Consultant assumes all risk of loss or injury to property or persons caused by its performance of this Agreement. The Consultant agrees to indemnify and hold harmless the City and its agents, directors, employees, officers, and servants from and against any and all such suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses, or expenses, including but not limited reasonable attorney's fees caused by a willful or negligent act or omission under this Agreement by the Consultant's officers and employees and any suppliers or subcontractors. The City's liability hereunder is subject to the limitations and provisions of Section 768.28, Florida Statutes, and any other applicable law limiting the City's liability, and nothing herein shall be deemed to waive the sovereign immunity of the City. The obligation to indemnify the City shall include the duty to defend the City and its officials and employees in any action arising out of this Agreement.

9. Insurance:

9.1 The Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement insurance coverage in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City as additional insured, as well as furnishing the City with certificates of insurance. The insurance coverages procured by the Consultant as required by this Agreement shall be considered, and the Consultant agrees that the insurance coverages it procures as required by this Agreement shall be considered, as primary insurance over and above any other insurance or self-insurance, available to the City, and that any other insurance or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Consultant as required by this Agreement. Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes, or any other applicable law.

9.2 The Consultant shall secure, pay for, and file with the City, prior to commencing any Services under this Agreement, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto in at least the following minimum amounts with specific amounts to prevail if greater than minimum amounts are indicated. Notwithstanding any other provision of the Agreement, the Consultant shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	$1,000,000	Combined Single Limit
General Liability	$2,000,000	Aggregate
	$2,000,000	Products Aggregate

	$1,000,000	Any One Occurrence
	$1,000,000	Personal Injury
Additional Umbrella	$1,000,000	Occurrence/Aggregate
Professional Liability	$1,000,000	Per Claim/Aggregate

The Consultant shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, the City of Holmes Beach named as an additional insured on its General Liability and Automobile Liability policies on a PRIMARY and NON-CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the City on all policies. The Consultant shall maintain the General Liability and Professional Liability insurance coverages summarized above with coverage continuing in full force, including the additional insured endorsement on the General Liability policy until at least three (3) years beyond completion and delivery of the Services agreed upon herein.

9.3 Notwithstanding any other provision of the Agreement, the Consultant shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the Consultant who is performing any labor, services, or material under the Agreement. Further, with respect to Employers' Liability, Contractor shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	$1,000,000
Bodily Injury/Disease/Employee	$1,000,000
Bodily Injury/Disease/Policy Limit	$1,000,000
Bodily Injury Each Accident	$1,000,000
Bodily Injury by Disease Each Employee	$1,000,000
Bodily Injury by Disease Policy Limit	$1,000,000

9.4 The Consultant's insurance policies shall be endorsed to give thirty (30) days written notice to the City in the event of cancellation or material change. The Consultant will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. The Consultant will notify the City immediately by telephone at (941) 779-3332 of any accident or injury to anyone that occurs on the services site and is related to any of the services being performed by the Consultant.

9.5 Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes, or any other applicable law.

10. Public Records:

Pursuant to Section 119.0701, Florida Statutes, the Consultant agrees to:

(a) Keep and maintain public records required by the public agency to perform the

service and supply goods and materials;

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Public Records Act 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 for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the public agency; and

(d) Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONSULTANT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-932-9400, OR CITYCLERK@CITYOFBRADENTON.COM, 101 OLD MAIN STREET, BRADENTON, FL 34205.

11. Termination and Default:

11.1 This Agreement may be terminated by the City in whole or in part at any time such termination is in the best interest of the City. The City also reserves the right to seek termination or cancellation of this Agreement, as amended, in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy. The City further reserves the right to terminate or cancel this Agreement in the event the Consultant makes an assignment for the benefit of creditors. This Agreement may be terminated by the Consultant only by mutual consent of both parties.

11.2 If the City determines the performance of the Consultant is not satisfactory, the City shall have the option of (1) immediately terminating the Agreement, or (2) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time. The Consultant shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the City and will be promptly delivered to the City by the Consultant.

11.3 If the City requires termination of this Agreement for reasons other than unsatisfactory performance of the Consultant, the City shall notify the Consultant in writing of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. The Consultant shall be entitled to compensation for all services rendered or performed pursuant to any fully authorized Work Assignment through the date of termination, together with all authorized costs and expenses incurred in connection therewith provided the City has given the Consultant written notice ten (10) days in advance of the date of such termination and provided that services rendered and costs and expenses incurred do not exceed the maximum amount of compensation authorized for any phase of work based upon the percentage of the phase completed, or where applicable, any price established for a specific task.

12. Severability:

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

13. Compliance with Law:

The Consultant shall perform all the work required under this Agreement in accordance with applicable federal, state, and local statutes, ordinances, rules, and regulations, whether or not expressly set forth in the Agreement Documents. The Consultant shall maintain all required State and local licenses that are required to perform the work and supply the equipment under this Agreement, including registration with “Sunbiz.org” as required by applicable Florida law. The required licenses shall remain valid during the entire term of this Agreement. The Consultant shall provide the City with a copy of all required licenses upon request.

In accordance with Section 448.095(2), Florida Statutes, the Consultant shall comply with all E-Verify requirements in its hiring practices. This Agreement shall be subject to termination as provided in Section 448.095(2), Florida Statutes if the City determines that the Consultant is not in compliance with the requirements of that provision.

14. Amendment:

This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the City Council and for the Consultant by a named officer and only if properly executed by all the parties to this Agreement.

15. Conflict of Interest:

The Consultant shall be required to disclose prior to signing this Agreement the name of any officer, director, employee, or agent who may be employed by the City or otherwise affiliated with the City. The Consultant shall disclose the name of any City official or employee who owns, directly or indirectly, any interest in the Consultant's company or any affiliated business entity. Any additional conflicts of interest that may occur during the term of the Agreement must be disclosed to the City immediately upon discovery of the conflict or potential conflict.

16. Non-Discriminatory Employment Practices:

During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities or treatment without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

17. Force Majeure:

The Consultant shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, war, riot, civil disturbance, sabotage, epidemics and pandemics for which a federal or state order has been issued that prohibits construction or other work from being done, and governmental actions. No later than five (5) days after the occurrence of an Event of Force Majeure, the Consultant shall deliver written notice to the City describing the event in reasonably sufficient detail and how the event precluded the Consultant from performing its obligations pursuant to this Agreement. The Consultant's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily

suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Consultant to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Consultant shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Consultant shall keep the City duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

18. Federal and State Taxes:

The City is exempt from Federal Tax and State Sales and Use Taxes. Upon written request, the City will provide an exemption certificate to the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor shall the Consultant be authorized to use the City's Tax Exemption Number in securing such materials.

19. Annual Appropriations:

The Consultant acknowledges that during any fiscal year, the City shall not expend money, incur any liability, or enter into any Agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any Agreement, verbal or written, the City may enter into in violation of this fiscal limitation is null and void, and no money shall be paid on such Agreement. The City may enter into Agreements which the duration exceeds one (1) year; however, any such Agreement shall be executory only for the value of the services to be rendered which the City agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the City's performance and obligation to pay the Consultant under this Agreement is contingent upon an annual appropriation being made for that purpose.

20. Access and Audits:

The Consultant shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The City shall have access to all books, records, and documents that the Consultant must maintain in accordance with this Agreement for the purpose of inspection or audit during the Consultant's normal business hours at its usual place of business. If the City determines that the City has overpaid the Consultant because the Consultant has misrepresented its billable time or reimbursable expenses, the Consultant shall deliver the full amount of any overpayment to the City. If the City incurs any fees, costs, or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys' fees, costs, and expenses, then the Consultant must pay the City the full amount of the same as such fees, costs, and expenses come due.

If the City determines that the Consultant has under-billed the City because the Consultant has miscalculated any reimbursable items or rates after submitting the invoice in

accordance with this Agreement, the Consultant waives any claim for additional payment for those services or reimbursable items. All invoices submitted to the City pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

21. Notice:

All notices, elections, requests, and other communications under this Agreement shall be in writing and shall be deemed given in the following circumstances when personally delivered: on the date of delivery after being deposited in the U.S. Mail, postage prepaid, certified, or registered, or on the date of delivery after being deposited with a nationally recognized overnight mail or courier delivery service, and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice to the other party):

The City of Bradenton:
Rob Perry
City Administrator
101 Old Main Street
Bradenton, FL 34205
Email: rob.perry@bradentonfl.gov

Consultant:
Steve Padgett
Fawley Bryant Architecture
5391 Lakewood Ranch Blvd., Ste. 300
Sarasota, FL 34240
Email: spadgett@fawleybryant.com

22. The following Attachments are incorporated into this Agreement:

Attachment A: City's RFQ dated March 23, 2023
Attachment B: Consultant's Proposal dated April 20, 2023
Attachment C: Executed AIA Standard Form Agreement dated July 19, 2023.

REMAINDER OF PAGE INTENTAIONLLY LEFT BLANK
SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties have signed this Agreement:

CITY OF BRADENTON BEACH:

By: _____
Gene Brown, Mayor

Date: _____

FALWEY BYANT ARCHITECTURE

By: _____

Title: _____

Date: _____

WITNESS FOR CITY:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Erica Augello as Conflict Council o/b/o
Scott Rudacille, City Attorney

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighteenth day of July in the year Two Thousand and Twenty Three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Bradenton
101 Old Main Street
Bradenton, FL 34205

and the Architect:
(Name, legal status, address and other information)

Fawley Bryant Architecture
5391 Lakewood Ranch Blvd. N., Suite 300
Sarasota, FL 34240

for the following Project:
(Name, location and detailed description)

City of Bradenton, Fire Station 2

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Project consists of the construction of a new two-story fire station that is approximately 14,000 square feet with a maximum vertical construction budget of $550 per square feet and site improvements. Project will include living quarters and accommodations for a 24/7 full time staff of six (6) firefighters and three (3) bays for fire and rescue apparatus.

Refer to Part II of Exhibit B for additional items included in this agreement.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The contemporary two-story fire stations proposed location is on City owned land to be located on 1.2106 acres at 2229 State Road 64 East (Manatee Avenue East), Bradenton, FL
34208.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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7.7 million

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Revised Design Development	- 2 months
Design Development Review/Pause Point	- 1 Month
Construction Documents	- 2 months
Permitting & Bid Negotiation	- 2 Months

.2 Construction commencement date:

Construction Administration 12 month duration from time of owner approval to begin services

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager at Risk (CMAR)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

LEED and Florida Green Building enhancements are to be considered by the design team but no formal certifications are to be perused at the time of this agreement.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Rob Perry
City Administrator
101 Old Main Street
Bradenton, FL 34205
Rob.perry@bradentonfl.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

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Jim McClellan, PE
Director Public Works and Utilities
1411 9th St W
Bradenton, FL 34205
Jim.mclellan@bradentonfl.gov

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

As selected by Owner.

.2
(Paragraphs deleted)
Other, if any:
(List any other consultants and contractors retained by the Owner.)

- Construction Manager at Risk (CMAR)
- Structural Engineering Services for Signal Pole Design (if optional services not approved by Owner)
- Subsurface utility engineering (SUE) Services for Signal Pole Design (if optional services not approved by Owner)
- Food Service Design (if optional services not approved by Owner)
- IT (Networking/Data, Security, Access Control)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

James Hugglestone, Principal, Architect
Fawley Bryant Architecture
5391 Lakewood Ranch Blvd. N., Suite 300
Sarasota, FL 34240

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Hees & Associates
1381 5th Street
Sarasota, FL 34236

.2 Mechanical & Plumbing Engineer:

ME3 Consulting Engineers, LLC
5300 Paylor Lane
Sarasota, FL 34240

.3 Electrical Engineer:

ME3 Consulting Engineers, LLC
5300 Paylor Lane
Sarasota, FL 34240

.4 Civil Engineering, Landscape Services

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BGE
551 N. Cattlemen Road, Suite 104
Sarasota, FL 34232

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each accident, One Million Dollars and Zero Cents ($ 1,000,000.00) each employee, and One Million Dollars and Zero Cents ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per claim and Two Million Dollars and Zero Cents ($ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

(Paragraphs deleted)

§ 3.2.1.Phase completed under continuing services agreement.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design and Initial 60% Design Documents This phase will be re-visited to incorporate the received owner comments. The projects revised requirements and the budget for the Cost of the Work, the Architect shall prepare updated 60% Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the previously approved Schematic Design Documents and the most recent 60% Design

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document revisions and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Owners CMAR shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3 during the projects proposed 30 day Design Development review/pause point.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1

(Paragraphs deleted)

preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

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§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1

(Paragraphs deleted)

preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A133™–2019, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A133–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, schedules, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 The owner shall appoint a person(s) to serve as the projects Initial Decision Maker. as defined in AIA Document A201–2017, shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. Said Decision Maker shall be appointed by the projects Owner. The Initial Decision Maker and will be provided with reasonable feedback and recommendations by the Architect and Construction Manager as required to help make informed decisions on behalf of the projects stakeholders.

The projects Initial Decision Maker (as assigned by project owner):
<Name>
<Title>
<Employer Name>
<Address>

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed

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upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct observations to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Owner
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Architect

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Owner
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	(Architecture – 1x Monthly)
§ 4.1.1.14 Conformed documents for construction	Architect (Add Service evaluation needed at time of request)
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	not provided
§ 4.1.1.17 Post-occupancy evaluation	Owner
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	Owner
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.
(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

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§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 twelve (12) visits to the site by the Architect during construction

.3 one (1) observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 one (1) inspection for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of

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Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty (20) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the

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Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not

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reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to

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be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

$499,334.00-

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.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

Stipulated sum was calculated using the Florida Department of Management Services (DMS) calculator. Should the scope and/or budget increase beyond these agreed terms the AE fee shall be adjusted accordingly.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be determined at time of additional services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

In attached proposal

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	
Design Development Phase	$161,026.25
Construction Documents Phase	187,250.25
Bid & Negotiations	30,211.50
(Row deleted)	
Construction Phase	120,846.00
Total Basic Compensation	**$499,334.00**

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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See Exhibit B(proposal)

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants not to exceed $6,500.00.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ($) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A ($ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty(30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month

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§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A-FBA Proposal
Exhibit B – Hourly Rate Schedule
Exhibit C – COB Request for Proposal RFQ-23-006EJ

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	STEVE PROUDFIT, PRINCIPAL FAIRES BRYANT ARCH. *(Printed name, title, and license number, if required)*

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AGENDA ITEM NO. 6.t

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB-23-014KC Agreement with C-Squared Certified General Contractors, Inc.

SUGGESTED ACTION: Approval of PB-23-014KC and authorize the Mayor to sign on behalf of the City.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
C-Squared Certified General Contractors, Inc. agrees to enter into an agreement with the City of Bradenton, Florida to perform annual as needed construction services for small Public Works and Utilities projects involving roadway, pavement marking, sidewalk, curb & gutter and associated facilities for the City of Bradenton. This agreement is in accordance with the specifications per the Manatee County agreement 20-TA003287CD, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor through the remainder of the contract ending on July 30, 2026. C-Squared Certified General Contractors, Inc. will provide the City of Bradenton with the same pricing as set forth in the Manatee County agreement 20-TA003287CD documents.

FINANCIAL IMPACT:
Not applicable - as needed services

ATTORNEY REVIEW/RECOMMENDATION:
Received piggyback contract from City Attorney 06.09.2023

SUGGESTED MOTION:

Motion to approve Agreement PB-23-014KC with C-Squared Certified General Contractor, Inc.

ATTACHMENTS:
PB-23-014KC with C-Squared Certified General Contractors, Inc.

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-23-014KC BETWEEN THE CITY OF BRADENTON AND C-SQUARED CERTIFIED GENERAL CONTRACTOR, INC.

C-Squared Certified General Contractor, Inc. agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with road building materials and services. This agreement is in accordance with the specifications per the Manatee County and C-Squared Certified General Contractor, Inc., Agreement No. 20-TA003287CD, including all amendments, in response to Invitation to Bid No. 20-TA003287CD, and Contractor's response thereto, attached hereto, and incorporated herein, as Composite Exhibit "A," including pricing, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through July 30, 2026, with two (2) additional one (1) year renewal options, with the following modifications:

1. All references to the "Manatee County" or "County" shall be replaced with "City of Bradenton, Florida."

2. All references to "Manatee County Procurement Code" shall be replaced with "City of Bradenton Code of Ordinances."

3. Article 11, Dispute Resolution, shall be deleted in its entirety.

4. Article 15, Public Records, shall be revised to replace the current bolded language with the following:

> **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: cityclerk@cityofbradenton.com

5. Article 25, Notices, shall be revised to state that all notices to the City shall be sent to Jim McLellan, City of Bradenton Public Works and Utilities Director, 1411 9th Street West, Bradenton, Florida 34205.

6. A new Article 41, E-Verify, shall be added to the Agreement as follows:

E-Verify. 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. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The 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. The 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 the 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 City.

This Agreement 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.

Sean D'Agostino, President
C-Squared Certified General Contractor, Inc.

6-12-2023
Date

3853751v1

Gene Brown, Mayor
City of Bradenton

Date

Jim McLellan

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

06/13/2023

Date

AGREEMENT No. 20-TA003287CD

ROAD BUILDING MATERIALS AND SERVICES

between

MANATEE COUNTY
(COUNTY)

and

C-SQUARED CERTIFIED GENERAL CONTRACTOR, INC.
(CONTRACTOR)

AGREEMENT FOR ROAD BUILDING MATERIALS AND SERVICES

THIS AGREEMENT is made and entered into as of this _____ day of August, 2020, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (**"COUNTY"**), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **C-SQUARED CERTIFIED GENERAL CONTRACTOR, INC.**, a Florida corporation, (**"CONTRACTOR")** with offices located at 1715 67th Avenue East, Sarasota, Florida 34243, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, CONTRACTOR engages in the business of road building materials and services; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the non-professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONTRACTOR'S submission of a bid in response to Invitation for Bid No. 20-TA003287CD and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in **Exhibit A**, Scope of Services ("Services"). "Task" as used in this Agreement, refers to particular categories/groupings of Services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and six (6) exhibits, which are as follows:

Exhibit A Scope of Services
Exhibit B Fee Rate Schedule
Exhibit C Affidavit of No Conflict
Exhibit D Insurance and Bond Requirements
Exhibit E Technical Specifications
Exhibit F Zone Map

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

A. This Agreement shall commence on the date of execution by COUNTY ("Effective Date"). This Agreement shall remain in force through August 31, 2023 unless terminated by COUNTY pursuant to Article 8, but not to exceed three (3) years in the initial term.

B. COUNTY reserves the right to extend the initial term of three (3) years for an additional two (2), one-year periods not to exceed a total of five (5) years.

ARTICLE 4. COMPENSATION

A. CONTRACTOR shall be compensated for the Services rendered and all expenditures incurred in providing the Services.

B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.

B. COUNTY shall approve of all invoices prior to payment.

C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.

D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.

E. All costs of providing the Services shall be the responsibility of CONTRACTOR, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.

F. Any dispute between COUNTY and CONTRACTOR with regard to the Services or CONTRACTOR'S invoice shall be resolved pursuant to the dispute resolution

procedures established by Manatee County Procurement Code and Article 11 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.

B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement.

C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.

D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.

E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.

F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.

H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the

required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.

I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given advance written notice thereof.

B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Services.

C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.

D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.

E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.

F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

   a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
   b. Failure to perform the Services within the time specified in this Agreement; or
   c. Work that is at a rate that disrupts the overall performance of this Agreement.

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

   a. Stop the Services on the date and to the extent specified;
   b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
   c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
   d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction

of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the Services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the Services to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;

B. Executing the Transition Services plan activities;

C. Answering questions regarding the Services on an as-needed basis; and

D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 11. DISPUTE RESOLUTION

A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Procurement Official.

B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 12. COMPLIANCE WITH LAWS

All Services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal

employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 15. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.

B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.

D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845
Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

ARTICLE 16. INDEMNIFICATION

A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or

person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 18. INSURANCE

A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.

B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Procurement Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 19. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure

this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 22. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Sean D'Agostino, President

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

ARTICLE 23. SUB-CONTRACTORS

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the fees specified in **Exhibit B** for any subcontractors utilized in the provision of the Services.

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of the Services.

ARTICLE 25. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY:
Manatee County Government
Public Works Department
Attn: Pavement Manager
1022 26th Avenue East
Bradenton, FL 34206
Phone: (941) 708-7450 ext 7243
Email: brian.martineau@mymanatee.org

To CONTRACTOR:
C-Squared Certified General Contractor, Inc.
Attn: President
Sean D'Agostino
1715 67th Avenue East
Sarasota, FL 34243
Phone: (941) 960-8114
Email: seand@c-squaredcgc.com

ARTICLE 26. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 27. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the

performance of duties or Services required hereunder.

ARTICLE 28. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

ARTICLE 29. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 30. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 31. FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 33. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

ARTICLE 35. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 36. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 37. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 38. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 39. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 40. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

C-SQUARED CERTIFIED GENERAL CONTRACTOR, INC.

BY: _____

Printed Name: Sean D'Agostino

Title: President

Date: 17th day of August, 2020

MANATEE COUNTY, a political subdivision of the State of Florida

_____

Jacob Erickson, MBA, CPPO
Interim Procurement Official

Date: August 25, 2020

EXHIBIT A, SCOPE OF SERVICES

1.01 BACKGROUND INFORMATION

This Agreement allows for the purchase of materials and services required in the maintenance of the COUNTY'S infrastructure. This Agreement is used for Utility, Stormwater, Roads, Bridges, Earthwork and Traffic Signals repairs and installation.

1.02 SCOPE

CONTRACTOR shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Road Building and Materials Services that will meet the requirements of the Agreement.

1.03 GENERAL REQUIREMENTS

CONTRACTOR shall provide the following requirements:

A. Materials. The road building materials portion of this Agreement shall consist of, but is not limited to, the supply and/or supply and delivery of road building materials to various job sites within Manatee County.

B. Services. The road building services portion of this Agreement shall consist of, but is not limited to, Road Building Services, at various job sites within Manatee County. Examples of specific services shall include but are not limited to excavation, grading, resurfacing, curbing, drainage, marking, signals, base work, etc. The road building services shall be for a job on a job site to be performed by CONRACTOR in accordance with the scope of work provided by the COUNTY. The CONTRACTOR shall furnish any required shop drawings, working drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all work required to complete specified road building services authorized by release order. The CONTRACTOR shall perform the work complete, in place and ready for continuous services and shall include any repairs, replacement, and/or restoration required as a result of damages caused prior to acceptance by the COUNTY.

1.04 SERVICE REQUIREMENTS

CONTRACTOR'S services shall include but not be limited to:

All materials and services provided, delivered or installed pursuant to this Agreement shall meet or exceed the following:

FDOT Standard Specifications for Road and Bridge Construction link is provided for you convenience. http://www.dot.state.fl.us/specificationsoffice/

Manatee County Transportations Standards, Utility Design Standards and Stormwater Design Standards link is provided for your convenience.
http://mymanatee.org/home/government/departments/public-works/engineering/

A. Detailed Cost Package. COUNTY will initiate a meeting with some or all CONTRACTOR(s) to review the scope of work and possibly conduct an on-site visit. The CONTRACTOR(s) shall then be required to prepare a detailed cost package using their unit prices in the Agreement. The detailed cost package shall include itemized costs based on CONTRACTOR'S Agreement pricing, a detailed statement of work and shop drawings/sketches (if applicable) for the specific work required and a schedule for completion of the specific work. The CONTRACTOR(s) shall be expected to expeditiously prepare its detailed cost package and in no event shall the preparation time exceed 15 calendar days. The CONTRACTOR(s) shall submit its detailed cost package to COUNTY, who will evaluate same and, if approved, will issue a written release order. The COUNTY reserves the right to not issue a release order for the specific work. The COUNTY has no obligation to issue a release order. The COUNTY reserves the right to use any Contractor which it deems to be in its best interest for any specific project. Selection of the Contractor for each project will be within the sole direction of the County.

B. Quality of Work. If at any time the labor used or to be used appears to the COUNTY as insufficient or improper for the securing the quality of Work required or the required rate of progress, the COUNTY may order the CONTRACTOR to increase its efficiency or to improve the character of its work, and the Contractor shall confirm to such an order. Any such order shall not entitle CONTRACTOR to any additional compensation or increase in Contract Time. The failure of the COUNTY to demand any increase of such efficiency or any improvement shall not release the CONTRACTOR from its obligation to secure the quality of work or the rate of progress necessary to complete work satisfactorily. The COUNTY may require the CONRACTOR to remove such personnel as the COUNTY deems incompetent, careless, insubordinate or otherwise objectional, or whose continued employment is deemed contrary to the COUNTY'S interest. The CONTRACTOR shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the work by the COUNTY shall not relieve the CONTRACTOR of the responsibility for subsequent correction of any construction defects.

C. Quality Control. The CONTRACTOR shall:

   a. Develop and maintain a program to assure quality control of the services provided.

   b. Be responsible for and supervise all subcontractors, providing instructions when their effort doesn't conform to the requirements of the Agreement and/or release order.

   c. Continue to coordinate each subcontractor to ensure that corrections are made in a timely manner so as to not affect the mutually agreed schedule.

D. Layout of Work. The CONTRACTOR:

   a. Where required, shall set construction stakes and batter boards for establishing lines, positions of structures, slopes, and other controlling points necessary for the proper prosecution of the work. The stakes, as set will be checked and

approved by the COUNTY before construction is commenced. These stakes and marks shall constitute the field control by and in accordance with which the CONTRACTOR shall govern and execute the work.

b. Will be held responsible for the preservation of all stakes and marks; and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will immediately and accurately be replaced by the CONTRACTOR at no additional expense to the COUNTY.

E. Overtime Work. Only work specified by the COUNTY as requiring overtime work hours will be subject to an overtime surcharge. Any work done by the CONTRACTOR during overtime hours, but not specified as required by COUNTY will be considered normal hours and normal hourly rate(s) shall be applied. Overtime work shall be defined as work performed on Sundays and national/county holidays and all work performed between the hours of 7:00pm and 7:00am. CONTRACTOR shall include a per day surcharge on the price form that will include all equipment, materials, labor and MOT required to take all the necessary precautions for the protection of the work and the safety of the public.

F. Warning Signs and Barricades. The CONTRACTOR shall provide adequate signs, barricades, flashing lights, flagmen and watchmen, and take all necessary precautions for the protection of the work and safety of the public. Traffic control warning signs and barricades shall be in strict accordance with the provisions of the FDOT Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operations (latest revision). All barricades and obstructions shall be protected at night by flashing signal lights which shall be of substantial for night visibility. Suitable warning signs shall be so placed and illuminated at night to show in advance where construction, barricades or detours exist. All work items are to include the cost of signing and traffic maintenance, except as related to shell and base preparation over 100' or overnight.

G. Protection of Work, Persons and Property. The CONTRACTOR shall:

a. Continuously maintain adequate protection of all work form damage and shall protect all property from injury or loss arising in connection with the contract. Successful bidder(s) shall make good any such damage, injury or loss, except such as may be directly due to error in contract documents.

b. Provide, protect, and maintain all passageways, guard fences, lights, and other facilities required by the public authority or local conditions.

c. Provide reasonable maintenance of traffic ways for the public and preservation of the continuation of the COUNTY'S business taking into full consideration all local conditions.

d. Comply with Florida Department of Commerce Safety Regulation and any local safety regulations.

H. Clean-up. The CONTRACTOR shall:

a. Keep the construction site free of rubbish and waste material and restore to their original condition those portions of the site not designated for alteration by the

scope of work. Clean up and restoration shall be accomplished on the continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity or the work.

b. Remove when no longer needed, all temporary structures markers and equipment used in its operations. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the scope of work be restored to their original condition or as nearly as possible.

I. Testing. All inspections and testing required for this contract will be performed by and independent laboratory retained by the COUNTY. CONTRACTOR shall be responsible for all failed test.

1.05 TECHNICAL REQUIREMENTS

CONTRACTOR'S equipment, products, and services shall meet the technical specifications outlined in **Exhibit E**.

1.06 WARRANTY AND GUARANTEE PROVISIONS

All maintenance, repair and construction services furnished as defined herein shall be guaranteed and warranted by the CONTRACTOR for a minimum period of three (3) years, unless otherwise specified, from final acceptance by the COUNTY to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and/or furnished and installed by the CONTRACTOR is warranted and guaranteed by the CONTRACTOR to meet the required standards specified herein and to accomplish the purposes and functions of the project.

The COUNTY shall, following discovery of faulty materials or workmanship, promptly give written notice to the CONTRACTOR of faulty materials, equipment, or workmanship within the period of the guarantee and the CONTRACTOR shall promptly replace any part of the faulty equipment, material, or workmanship at its own cost. These warranty and guarantee provisions create no limitations on the COUNTY as to any claims or actions for breach of guaranty or breach of warranty that the COUNTY might have against parties other than the CONTRACTOR, and do not constitute exclusive remedies of the COUNTY against the CONTRACTOR.

1.07 LIMITATIONS PER PROJECT

No single construction project estimated to exceed $299,999.99 shall be performed under this Agreement. A project exceeding $299,999.99 shall be solicited under a separate formal, sealed process in order to comply with FS 255.0525.

END OF EXHIBIT A

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

Fees for the goods and services detailed in this Agreement shall be as indicated in this **Exhibit B**.

2. ESCALATION/DE-ESCALATION

For all road building material only related release orders, the CONTRACTOR agrees the cost (per ton) of Liquid Asphalt shall be adjusted according to the FDOT Fuel and Bituminous Price Index effective the day of paving. CONTRACTOR shall submit a copy of the index and formula used with its invoice. The pay items that will be affected by the index are: IV.2, IV.3, IV.4, IV.5, IV.6, IV.7, IV.8, IV.9, IV.10, IV.19, IV.21 and IV.41.

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		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE		
I.1 CRUSHED STONE #4 (FDOT SPEC 901)		
LOCATION OF VENDOR'S PLANT:		1715 67th Ave E, 32423
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		3.2 / MILES
PRICE F.O.B. VENDOR'S PLANT:		$34.00 / PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD:		
	4680 66th Street West, Bradenton FL 34210	$50.00 / PER TON
	5511 39th Street East, Bradenton FL 34203	$50.00 / PER TON
	2908 12th Street Court East, Bradenton FL 34208	$50.00 / PER TON
	36650 Arcadia Avenue, Myakka FL 34251 (MYAKKA YARD)	$50.00 / PER TON
	8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$50.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		10 / DAYS
I.2 CRUSHED STONE #57 (FDOT SPEC 901)		
LOCATION OF VENDOR'S PLANT:		1715 67th Ave E, 32423
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		3.2 / MILES
PRICE F.O.B. VENDOR'S PLANT:		$34.00 / PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD:		
	4680 66th Street West, Bradenton FL 34210	$50.00 / PER TON

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE		
	5511 39th Street East, Bradenton FL 34203	$50.00 / PER TON
	2908 12th Street Court East, Bradenton FL 34208	$50.00 / PER TON
	36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$50.00 / PER TON
	8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$50.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		10 / DAYS
I.3 COARSE AGGREGATE 3/8" (FDOT SPEC 901)		
LOCATION OF VENDOR'S PLANT:		1715 67th Ave E, 32423
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		3.2 / MILES
PRICE F.O.B. VENDOR'S PLANT:		$34.00 / PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD		
	4680 66th Street West, Bradenton FL 34210	$50.00 / PER TON
	5511 39th Street East, Bradenton FL 34203	$50.00 / PER TON
	2908 12th Street Court East, Bradenton FL 34208	$50.00 / PER TON
	36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$50.00 / PER TON
	8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$50.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		10 / DAYS

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE		
I.4 COARSE MASONRY SAND (ASTM C144)		
LOCATION OF VENDOR'S PLANT:		1715 67th Ave E, 32423
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		3.2 / MILES
PRICE F.O.B. VENDOR'S PLANT:		$40.00 / PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD		
	4680 66th Street West, Bradenton FL 34210	$60.00 / PER TON
	5511 39th Street East, Bradenton FL 34203	$60.00 / PER TON
	2908 12th Street Court East, Bradenton FL 34208	$60.00 / PER TON
	36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$60.00 / PER TON
	8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$60.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		10 / DAYS
I.4A TACK SAND (FDOT SPEC 902-6)		
LOCATION OF VENDOR'S PLANT:		1715 67th Ave E, 32423
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		3.2 / MILES
PRICE F.O.B. VENDOR'S PLANT:		$40.00 / PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD		
	4680 66th Street West, Bradenton FL 34210	$60.00 / PER TON
	5511 39th Street East, Bradenton FL 34203	$60.00 / PER TON
	2908 12th Street Court East, Bradenton FL 34208	$60.00 / PER TON

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE			
		36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$60.00 / PER TON
		8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$60.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			60 / DAYS
I.5 CONCRETE SAND (ASTM C33)			
LOCATION OF VENDOR'S PLANT:			1715 67th Ave E, 32423
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			3.2 / MILES
PRICE F.O.B. VENDOR'S PLANT:			$40.00 / PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD:			
		4680 66th Street West, Bradenton FL 34210	$60.00 / PER TON
		5511 39th Street East, Bradenton FL 34203	$60.00 / PER TON
		36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$60.00 / PER TON
		8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$60.00 / PER TON
		2908 12th Street Court East, Bradenton FL 34208	$60.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			60 / DAYS
I.6 FILL DIRT CY (FDOT SPEC 120-2)			
	ZONE 1	0 - 2,000 CY	$20.00 / PER CY
		OVER 2,000 CY	$17.00 / PER CY
	ZONE 2	0 - 2,000 CY	$20.00 / PER CY
		OVER 2,000 CY	$17.00 / PER CY

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE			
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 3	0 - 2,000 CY	$20.00 / PER CY
		OVER 2,000 CY	$17.00 / PER CY
	ZONE 4A	0 - 2,000 CY	$20.00 / PER CY
		OVER 2,000 CY	$17.00 / PER CY
	ZONE 4B	0 - 2,000 CY	$20.00 / PER CY
		OVER 2,000 CY	$17.00 / PER CY
	ZONE 5	0 - 2,000 CY	$20.00 / PER CY
		OVER 2,000 CY	$17.00 / PER CY
DELIVERY DAYS AFTER RECEIPT OF ORDER:			20 / DAYS
I.7 FILL DIRT TON (FDOT SPEC 120-2)			
LOCATION OF VENDOR'S PLANT:			1715 67th Ave E, 32423
PRICE F.O.B. VENDOR'S PLANT:			$6.00 / PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	$20.00 / PER TON
		OVER 500 TONS	$17.00 / PER TON
	ZONE 2	0 - 500 TONS	$20.00 / PER TON
		OVER 500 TONS	$17.00 / PER TON
	ZONE 3	0 - 500 TONS	$20.00 / PER TON
		OVER 500 TONS	$17.00 / PER TON
	ZONE 4A	0 - 500 TONS	$20.00 / PER TON
		OVER 500 TONS	$17.00 / PER TON
	ZONE 4B	0 - 500 TONS	$20.00 / PER TON
		OVER 500 TONS	$17.00 / PER TON

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE			
	ZONE 5	0 - 500 TONS	$20.00 / PER TON
		OVER 500 TONS	$17.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			20 / DAYS
I.8 SHELL BASE BANK RUN SHELL (FDOT SPEC 911)			NO BID
LOCATION OF VENDOR'S PLANT:			
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			/ MILES
PRICE F.O.B. VENDOR'S PLANT:			/ PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			/ PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 2	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 3	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4A	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4B	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 5	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			/ DAYS

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE			
I.9	SHELL BASE BANK RUN SHELL @ <16% MOISTURE CONTENT (FDOT SPEC 911)		NO BID
	LOCATION OF VENDOR'S PLANT:		
	DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		/ MILES
	PRICE F.O.B. VENDOR'S PLANT:		/ PER TON
	PRICE VENDOR DELIVER TO MANATEE COUNTY YARD		
		4680 66th Street West, Bradenton FL 34210	/ PER TON
		5511 39th Street East, Bradenton FL 34203	/ PER TON
		2908 12th Street Court East, Bradenton FL 34208	/ PER TON
		36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	/ PER TON
		8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	/ PER TON
PRICE VENDOR	ZONE 1	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 2	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 3	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE			
VENDOR DELIVERED TO JOB SITE	ZONE 4A	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4B	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 5	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			/ DAYS
I.10 SUBBASE STABILIZATION MATERIALS (FDOT SPEC 914)			
LOCATION OF VENDOR'S PLANT:			1715 67th Ave E, 32423
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			3.2 / MILES
PRICE F.O.B. VENDOR'S PLANT:			$10.00 / PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	$25.00 / PER TON
		OVER 500 TONS	$20.00 / PER TON
	ZONE 2	0 - 500 TONS	$25.00 / PER TON
		OVER 500 TONS	$20.00 / PER TON
	ZONE 3	0 - 500 TONS	$25.00 / PER TON
		OVER 500 TONS	$20.00 / PER TON
	ZONE 4A	0 - 500 TONS	$25.00 / PER TON
		OVER 500 TONS	$20.00 / PER TON
	ZONE 4B	0 - 500 TONS	$25.00 / PER TON
		OVER 500 TONS	$20.00 / PER TON

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE			
	ZONE 5	0 - 500 TONS	$25.00 / PER TON
		OVER 500 TONS	$20.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			20 / DAYS
I.11 WASHED SHELL 1/2"			NO BID
LOCATION OF VENDOR'S PLANT:			
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			/ MILES
PRICE F.O.B. VENDOR'S PLANT:			/ PER TON
PRICE VENDOR DELIVER TO MANATEE COUNTY YARD			
		4680 66th Street West, Bradenton FL 34210	/ PER TON
		5511 39th Street East, Bradenton FL 34203	/ PER TON
		36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	/ PER TON
		8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	/ PER TON
		2908 12th Street Court East, Bradenton FL 34208	/ PER TON
	ZONE 1	0 - 500 TONS	/ PER TON

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE			
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	OVER 500 TONS	/ PER TON
	ZONE 2	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 3	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4A	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4B	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 5	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			/ DAYS
I.12 WASHED SHELL 1"			NO BID
LOCATION OF VENDOR'S PLANT:			
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			/ MILES
PRICE F.O.B. VENDOR'S PLANT:			/ PER TON
PRICE VENDOR DELIVER TO MANATEE COUNTY YARD			
		4680 66th Street West, Bradenton FL 34210	/ PER TON

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE			
		5511 39th Street East, Bradenton FL 34203	/ PER TON
		36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	/ PER TON
		8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	/ PER TON
		2908 12th Street Court East, Bradenton FL 34208	/ PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 2	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 3	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4A	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4B	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 5	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			/ DAYS

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE			
I.13 WASHED SHELL 3"			NO BID
LOCATION OF VENDOR'S PLANT:			
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			/ MILES
PRICE F.O.B. VENDOR'S PLANT:			/ PER TON
PRICE VENDOR DELIVER TO MANATEE COUNTY YARD			
		4680 66th Street West, Bradenton FL 34210	/ PER TON
		5511 39th Street East, Bradenton FL 34203	/ PER TON
		36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	/ PER TON
		8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	/ PER TON
		2908 12th Street Court East, Bradenton FL 34208	/ PER TON
	ZONE 1	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE			
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 2	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 3	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4A	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4B	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 5	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			/ DAYS
I.14 SHELL SCREENINGS TDS 1/2"			NO BID
LOCATION OF VENDOR'S PLANT:			
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			/ MILES
PRICE F.O.B. VENDOR'S PLANT:			/ PER TON
PRICE VENDOR DELIVER TO MANATEE COUNTY YARD			

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE			
		4680 66th Street West, Bradenton FL 34210	/ PER TON
		5511 39th Street East, Bradenton FL 34203	/ PER TON
		36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	/ PER TON
		8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	/ PER TON
		2908 12th Street Court East, Bradenton FL 34208	/ PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 2	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 3	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4A	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4B	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 5	0 - 500 TONS	/ PER TON

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE			
		OVER 500 TONS	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			/ DAYS
I.15 LIMEROCK BASE MATERIAL (FDOT SPEC SECTION 911)			NO BID
LOCATION OF VENDOR'S PLANT:			
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			/ MILES
PRICE F.O.B. VENDOR'S PLANT:			/ PER TON
		5511 39th Street East, Bradenton FL 34210	/ PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 2	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 3	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4A	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4B	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 5	0 - 500 TONS	/ PER TON

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE			
	ZONE 5	OVER 500 TONS	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		/ DAYS
I.16	CRUSHED CONCRETE AGGREGATE BASE MATERIALS (MANATEE CO SPECS)		
	LOCATION OF VENDOR'S PLANT:		1715 67th Ave E, 34243
	DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		3.2 / MILES
	PRICE F.O.B. VENDOR'S PLANT:		$16.50 / PER TON
	PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		$20.00 / PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	$26.50 / PER TON
		OVER 500 TONS	$24.50 / PER TON
	ZONE 2	0 - 500 TONS	$26.50 / PER TON
		OVER 500 TONS	$24.50 / PER TON
	ZONE 3	0 - 500 TONS	$26.50 / PER TON
		OVER 500 TONS	$24.50 / PER TON
	ZONE 4A	0 - 500 TONS	$26.50 / PER TON
		OVER 500 TONS	$24.50 / PER TON
	ZONE 4B	0 - 500 TONS	$26.50 / PER TON
		OVER 500 TONS	$24.50 / PER TON
	ZONE 5	0 - 500 TONS	$26.50 / PER TON

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION I - AGGREGATE			
	ZONE 5	OVER 500 TONS	$24.50 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			20 / DAYS
I.17 GRADED AGGREGATE BASE (FDOT SPEC 204)			NO BID
LOCATION OF VENDOR'S PLANT:			
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203			/ MILES
PRICE F.O.B. VENDOR'S PLANT:			/ PER TON
		5511 39th Street East, Bradenton FL 34210	/ PER TON
PRICE VENDOR DELIVERED TO JOB SITE	ZONE 1	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 2	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 3	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4A	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 4B	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
	ZONE 5	0 - 500 TONS	/ PER TON
		OVER 500 TONS	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:			/ DAYS
I.18 #7 COARSE AGGREGATE 1/2" (FDOT SPEC 901)			
LOCATION OF VENDOR'S PLANT:			1715 67th Ave E, 34243

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION I - AGGREGATE			
DISTANCE OF VENDOR'S PLANT TO MANATEE COUNTY YARD : 5511 39th Street East, Bradenton 34203		3.2	/ MILES
PRICE F.O.B. VENDOR'S PLANT:		$34.00	/ PER TON
PRICE VENDOR DELIVERED TO MANATEE COUNTY YARD:			
	4680 66th Street West, Bradenton FL 34210	$50.00	/ PER TON
	5511 39th Street East, Bradenton FL 34203	$50.00	/ PER TON
	36650 Arcadia Avenue Myakka FL 34251 (MYAKKA YARD)	$50.00	/ PER TON
	2908 12th Street Court East, Bradenton FL 34208	$50.00	/ PER TON
	8500 69th Street East, Palmetto FL 34221 (ERIE ROAD)	$50.00	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION				
III.1	SHAPE, MIX AND COMPACT MATERIALS FOR SUB-GRADE STABILIZATION OR EXISTING BASE - Specification: F.D.O.T. Sections 200 thru 290 as applicable. MC Standard 403 - 403.1			
	6" DEPTH	0 - 2,000 SY	$20.00	/ PER SY
		2,001 - 10,000 SY	$18.00	/ PER SY
		OVER 10,000 SY	$16.00	/ PER SY
	8" DEPTH	0 - 2,000 SY	$20.00	/ PER SY
		2,001 - 10,000 SY	$18.00	/ PER SY
		OVER 10,000 SY	$16.00	/ PER SY
	12" DEPTH	0 - 2,000 SY	$20.00	/ PER SY
		2,001 - 10,000 SY	$18.00	/ PER SY
		OVER 10,000 SY	$16.00	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
III.2	PLACE, SHAPE, AND COMPACT SHELL, LIMEROCK, OR CRUSHED CONCRETE BASE, GRADED AGGREGATE - Specification: F.D.O.T. Sections 200 and 290 as applicable MC Standards 403 - 403.1			
	6" DEPTH	0 - 2,000 SY	$28.00	/ PER SY
		2,001 - 10,000 SY	$26.00	/ PER SY
		OVER 10,000 SY	$24.00	/ PER SY
	8" DEPTH	0 - 2,000 SY	$28.00	/ PER SY
		2,001 - 10,000 SY	$26.00	/ PER SY

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION				
		OVER 10,000 SY	$24.00	/ PER SY
	12" DEPTH	0 - 2,000 SY	$28.00	/ PER SY
		2,001 - 10,000 SY	$26.00	/ PER SY
		OVER 10,000 SY	$24.00	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
III.3	PRIME AND MAT - Specification: Seal and Sand, (FDOT SPEC 300)			
	0 - 500 SY		$2.00	/ PER SY
	501 - 1,000 SY		$1.90	/ PER SY
	1,001 - 2,500 SY		$1.75	/ PER SY
	OVER 2,500 SY		$1.50	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
III.4	EXCAVATION (DIRT REMOVAL) SEE SPEC			
	0 - 200 CY		$60.00	/ PER CY
	201 - 2,000 CY		$40.00	/ PER CY
	OVER 2,000 CY		$20.00	/ PER CY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
III.5	GRADE AND SHAPE FORESLOPE, BACKSLOPE & PULLING OF DITCHES - SEE SPEC			
	0 - 200 SY		$45.00	/ PER SY

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION				
	201 - 2,000 SY		$39.50	/ PER SY
	OVER 2,000 SY		$30.00	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
III.6	TRAFFIC MAINTENANCE SIGNS AND BARRICADES RENTAL			
(A)		BARRICADES		
		TYPE A (without light)	$0.65	/ PER UNIT DAY
		TYPE II (without light) - 48" minimum length	$0.75	/ PER UNIT DAY
		TYPE III (without light) - 72" minimum length	$0.95	/ PER UNIT DAY
(B)		BARRICADE LIGHTS		
		TYPE A - FLASHING	$0.20	/ PER UNIT DAY
		TYPE B - STEADY BURN	$0.20	/ PER UNIT DAY
(C)		TRAFFIC BARRELS - ORANGE PLASTIC WITH REFLECTIVE COLLARS		
		18" DIAMETER x 48" HIGH MINIMUM	$0.65	/ PER UNIT DAY
(D)		TRAFFIC CONES - ORANGE PLASTIC WITH REFLECTIVE COLLARS		
		24" HIGH	$0.45	/ PER UNIT DAY
		36" HIGH	$0.55	/ PER UNIT DAY
		TRAFFIC SIGNS - REFLECTORIZED FACED WITH ENGINEERING GRADE OR BETTER MATERIAL. EXACT TYPE TO BE ORDERED TO FIT JOB SITE:		
		36" x 36"	$1.10	/ PER UNIT DAY

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION				
	(E)	48" x 48"	$1.20	/ PER UNIT DAY
		18" x 24"	$1.15	/ PER UNIT DAY
		60" x 30"	$2.20	/ PER UNIT DAY
		48" x 30"	$1.80	/ PER UNIT DAY
	(F)	ARROW BOARDS - SELF CONTAINED, TRAILER MOUNTED, 48"H x 60"W MINIMAL SIZE		
		ARROW(S) ONLY	$24.50	/ PER UNIT DAY
		VARIABLE MESSAGE	$36.00	/ PER UNIT DAY
	(G)	PRE-CAST CONCRETE TEMPORARY BARRIER WALL SECTIONS PER FLORIDA DOT INDEX NO.		
		PER SECTION - 12" MINIMUM LENGTH	$2,950.00	/ PER UNIT DAY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
III.7	FILL DIRT PLACING (PLACE, SHAPE, AND COMPACT FILL) SEE SPEC			
	ZONE 1	0 - 200 CY	$90.00	/ PER CY
		201 - 2,000 CY	$70.00	/ PER CY
		OVER 2,000 CY	$60.00	/ PER CY
	ZONE 2	0 - 200 CY	$90.00	/ PER CY
		201 - 2,000 CY	$70.00	/ PER CY
		OVER 2,000 CY	$60.00	/ PER CY
	ZONE 3	0 - 200 CY	$90.00	/ PER CY
		201 - 2,000 CY	$70.00	/ PER CY

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION				
		OVER 2,000 CY	$60.00	/ PER CY
	ZONE 4A	0 - 200 CY	$90.00	/ PER CY
		201 - 2,000 CY	$70.00	/ PER CY
		OVER 2,000 CY	$60.00	/ PER CY
	ZONE 4B	0 - 200 CY	$90.00	/ PER CY
		201 - 2,000 CY	$70.00	/ PER CY
		OVER 2,000 CY	$60.00	/ PER CY
	ZONE 5	0 - 200 CY	$90.00	/ PER CY
		201 - 2,000 CY	$70.00	/ PER CY
		OVER 2,000 CY	$60.00	/ PER CY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
III.8	HYDRO SEEDING (Water & Fertilizer are separate bid items) - SEE SPEC			
	ZONE 1	0 - 500 SY	$2.60	/ PER SY
		501 - 5,000 SY	$2.40	/ PER SY
		5,001 - 12,000 SY	$1.80	/ PER SY
		12,001 - 22,000 SY	$1.60	/ PER SY
		OVER 22,000 SY	$1.40	/ PER SY
	ZONE 2	0 - 500 SY	$2.60	/ PER SY
		501 - 5,000 SY	$2.40	/ PER SY
		5,001 - 12,000 SY	$1.80	/ PER SY
		12,001 - 22,000 SY	$1.60	/ PER SY
		OVER 22,000 SY	$1.40	/ PER SY
		0 - 500 SY	$2.60	/ PER SY

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION				
	ZONE 3	501 - 5,000 SY	$2.40	/ PER SY
		5,001 - 12,000 SY	$1.80	/ PER SY
		12,001 - 22,000 SY	$1.60	/ PER SY
		OVER 22,000 SY	$1.40	/ PER SY
	ZONE 4A	0 - 500 SY	$2.60	/ PER SY
		501 - 5,000 SY	$2.40	/ PER SY
		5,001 - 12,000 SY	$1.80	/ PER SY
		12,001 - 22,000 SY	$1.60	/ PER SY
		OVER 22,000 SY	$1.40	/ PER SY
	ZONE 4B	0 - 500 SY	$2.60	/ PER SY
		501 - 5,000 SY	$2.40	/ PER SY
		5,001 - 12,000 SY	$1.80	/ PER SY
		12,001 - 22,000 SY	$1.60	/ PER SY
		OVER 22,000 SY	$1.40	/ PER SY
	ZONE 5	0 - 500 SY	$2.60	/ PER SY
		501 - 5,000 SY	$2.40	/ PER SY
		5,001 - 12,000 SY	$1.80	/ PER SY
		12,001 - 22,000 SY	$1.60	/ PER SY
		OVER 22,000 SY	$1.40	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
III.9	SODDING - BAHIA (Water & Fertilizer are separate bid items) SEE SPEC			
	ZONE 1	0 - 50 SY	$3.50	/ PER SY
		51 - 500 SY	$3.10	/ PER SY
		OVER 500 SY	$2.95	/ PER SY

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION				
	ZONE 2	0 - 50 SY	$3.50	/ PER SY
		51 - 500 SY	$3.10	/ PER SY
		OVER 500 SY	$2.95	/ PER SY
	ZONE 3	0 - 50 SY	$3.50	/ PER SY
		51 - 500 SY	$3.10	/ PER SY
		OVER 500 SY	$2.95	/ PER SY
	ZONE 4A	0 - 50 SY	$3.50	/ PER SY
		51 - 500 SY	$3.10	/ PER SY
		OVER 500 SY	$2.95	/ PER SY
	ZONE 4B	0 - 50 SY	$3.50	/ PER SY
		51 - 500 SY	$3.10	/ PER SY
		OVER 500 SY	$2.95	/ PER SY
	ZONE 5	0 - 50 SY	$3.50	/ PER SY
		51 - 500 SY	$3.10	/ PER SY
		OVER 500 SY	$2.95	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
III.10	SODDING - ST. AUGUSTINE (Water and Fertilizer are separate bid items) SEE SPEC			
	ZONE 1	0 - 50 SY	$4.10	/ PER SY
		51 - 500 SY	$3.90	/ PER SY
		OVER 500 SY	$3.25	/ PER SY
	ZONE 2	0 - 50 SY	$4.10	/ PER SY
		51 - 500 SY	$3.90	/ PER SY
		OVER 500 SY	$3.25	/ PER SY

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION				
	ZONE 3	0 - 50 SY	$4.10	/ PER SY
		51 - 500 SY	$3.90	/ PER SY
		OVER 500 SY	$3.25	/ PER SY
	ZONE 4A	0 - 50 SY	$4.10	/ PER SY
		51 - 500 SY	$3.90	/ PER SY
		OVER 500 SY	$3.25	/ PER SY
	ZONE 4B	0 - 50 SY	$4.10	/ PER SY
		51 - 500 SY	$3.90	/ PER SY
		OVER 500 SY	$3.25	/ PER SY
	ZONE 5	0 - 50 SY	$4.10	/ PER SY
		51 - 500 SY	$3.90	/ PER SY
		OVER 500 SY	$3.25	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
III.11	SODDING - BERMUDA (Water & Fertilizer are separate bid items) SEE SPEC			
	ZONE 1	0 - 50 SY	$4.60	/ PER SY
		51 - 500 SY	$4.30	/ PER SY
		OVER 500 SY	$4.10	/ PER SY
	ZONE 2	0 - 50 SY	$4.60	/ PER SY
		51 - 500 SY	$4.30	/ PER SY
		OVER 500 SY	$4.10	/ PER SY
	ZONE 3	0 - 50 SY	$4.60	/ PER SY
		51 - 500 SY	$4.30	/ PER SY
		OVER 500 SY	$4.10	/ PER SY

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION				
	ZONE 4A	0 - 50 SY	$4.60	/ PER SY
		51 - 500 SY	$4.30	/ PER SY
		OVER 500 SY	$4.10	/ PER SY
	ZONE 4B	0 - 50 SY	$4.60	/ PER SY
		51 - 500 SY	$4.30	/ PER SY
		OVER 500 SY	$4.10	/ PER SY
	ZONE 5	0 - 50 SY	$4.60	/ PER SY
		51 - 500 SY	$4.30	/ PER SY
		OVER 500 SY	$4.10	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
III.12	WATER FOR SEEDING, SODDING & TREES - SEE SPEC			
	ZONE 1	0 - 50 GAL	$10.00	/ PER GAL
		51 - 250 GAL	$8.00	/ PER GAL
		251 - 500 GAL	$7.00	/ PER GAL
		500 - 1000 GAL	$6.00	/ PER GAL
	ZONE 2	0 - 50 GAL	$10.00	/ PER GAL
		51 - 250 GAL	$8.00	/ PER GAL
		251 - 500 GAL	$7.00	/ PER GAL
		500 - 1000 GAL	$6.00	/ PER GAL
	ZONE 3	0 - 50 GAL	$10.00	/ PER GAL
		51 - 250 GAL	$8.00	/ PER GAL
		251 - 500 GAL	$7.00	/ PER GAL
		500 - 1000 GAL	$6.00	/ PER GAL
		0 - 50 GAL	$10.00	/ PER GAL

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION				
	ZONE 4A	51 - 250 GAL	$8.00	/ PER GAL
		251 - 500 GAL	$7.00	/ PER GAL
		500 - 1000 GAL	$6.00	/ PER GAL
	ZONE 4B	0 - 50 GAL	$10.00	/ PER GAL
		51 - 250 GAL	$8.00	/ PER GAL
		251 - 500 GAL	$7.00	/ PER GAL
		500 - 1000 GAL	$6.00	/ PER GAL
	ZONE 5	0 - 50 GAL	$10.00	/ PER GAL
		51 - 250 GAL	$8.00	/ PER GAL
		251 - 500 GAL	$7.00	/ PER GAL
		500 - 1000 GAL	$6.00	/ PER GAL
III.13	PAVEMENT REMOVAL - Excavate & remove existing pavement surface, base and subgrade as applicable SEE SPEC			
	4" DEPTH	0 - 100 SY	$36.00	/ PER SY
		101 - 250 SY	$34.50	/ PER SY
		251 - 500 SY	$29.00	/ PER SY
		OVER 500 SY	$25.00	/ PER SY
	6" DEPTH	0 - 100 SY	$36.00	/ PER SY
		101 - 250 SY	$34.50	/ PER SY
		251 - 500 SY	$29.00	/ PER SY
		OVER 500 SY	$25.00	/ PER SY
		0 - 100 SY	$36.00	/ PER SY
		101 - 250 SY	$34.50	/ PER SY

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION III - PAVEMENT BASE CONSTRUCTION			
	8" DEPTH	251 - 500 SY	$29.00 / PER SY
		OVER 500 SY	$25.00 / PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20 / DAYS
III.14	CEMENT TREATED AGGREGATE BASE - Manatee County Spec 403.1		NO BID
	LOCATION OF VENDOR'S PLANT:		
	PRICE F.O.B. VENDOR'S PLANT:		/ PER TON
	PRICE VENDOR DELIVERED TO:		
	ZONE 1		/ PER TON
	ZONE 2		/ PER TON
	ZONE 3		/ PER TON
	ZONE 4A		/ PER TON
	ZONE 4B		/ PER TON
	ZONE 5		/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		/ DAYS
III.15	BASE RECONSTRUCTION - The existing surface & base shall be scarified and/or milled so as the maximum size material will pass a 2" screen. The material will then be mixed to produce a new monolithic base material; then spread across the full width of the road be to a uniform depth 1' wider than the proposed Asphaltic Concrete Surface. The new base shall be compacted to 98% modified ASHTO T180. Density shall be determined using test strips & Density Control Nuclear Method.		NO BID
	MOBILIZATION (LUMP SUM)		/ EACH

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION			
	1,000 - 5,000 SY		/ PER SY
	OVER 5,000 SY		/ PER SY
	ADDITIVES		/ TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		/ DAYS
III.16	EQUIPMENT RENTAL - DUMP TRUCK	NO BID	
	FORD LNT 8000 OR EQUIVALENT WITH 5 CY CAPACITY (with Operator)		/PER HOUR
	FORD LNT 8000 OR EQUIVALENT WITH 5 CY CAPACITY (with Operator)		/PER WEEK
	FORD LNT 8000 OR EQUIVALENT WITH 15 CY CAPACITY (with Operator)		/PER HOUR
	FORD LNT 8000 OR EQUIVALENT WITH 15 CY CAPACITY (with Operator)		/PER WEEK
	23 YARD DUMP TRAILER WITH ROAD TRACTOR (with Operat		/PER HOUR
	23 YARD DUMP TRAILER WITH ROAD TRACTOR (with Operat		/PER WEEK
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		/ DAYS
III.17	EROSION CONTROL PER F.D.O.T. SECTION 104		
	BAILED HAY OR STRAW	$65.00	/ PER EACH
	FLOATING TURBIDITY BARRIERS	$6.00	/ PER LF
	SAND BAGGING	$60.00	/ PER CY
	STAKED SILT FENCE	$1.86	/ PER LF
	FILTER SOCK (INLET PROTECTION)	$110.00	/ PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
III.18	TOP SOIL FOR F.D.O.T. 162		

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION			
	MUCK BLANKET		
	0 - 200 SY	$7.25	/ PER SY
	201 - 2,000 SY	$6.50	/ PER SY
	OVER 2,000 SY	$6.00	/ PER SY
	TOP SOIL		
	0 - 200 SY	$9.25	/ PER SY
	201 - 2,000 SY	$8.25	/ PER SY
	OVER 2,000 SY	$7.25	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
III.19	REWORKING AND SHOULDER SODDING ON EXISTING FACILITIES SEE SPEC		
	REWORK SHOULDERS	$48.50	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
III.20	CLIPPING OF SHOULDER AND CLEANUP FOR RESURFACING -SEE SPEC		
	0 - 200 LF	$34.80	/ PER LF
	201 - 2,000 LF	$23.55	/ PER LF
	OVER 2,000 LF	$16.25	/ PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION			
III.21	CLIPPING SHOULDER AND REMOVAL OF MATERIAL TO ESTABLISH DRAINAGE FINISHED SURFACE TO BE SODDED OR HYDRO -SEE SPEC		
	0 - 2,000 LF	$14.80	/ PER LF
	2,001 - 5000 LF	$12.80	/ PER LF
	OVER 5,001 LF	$10.80	/ PER LF
	TRUCK MEASURE REMOVAL OF MATERIAL	$30.00	/ PER CY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
III.22	COLD MIX IN PLACE INJECTION OF EXISTING UNPAVED ROADS BASE STABILIZATION - SEE SPEC	NO BID	
	LOCATION OF VENDOR'S PLANT:		
	EMULSIFIED ASPHALT		/ GAL
	ADDITIONAL AGGREGATE		/ TON
	RAP LESS THAN 1.25"		/ TON
	ADDITIVES		/ TON
	0 - 5,000 SY		/ PER SY
	5,000 - 15,000 SY		/ PER SY
	15,000 - 30,000 SY		/ PER SY
	30,000 - 100,000 SY		/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		/ DAYS
III.23	COLD RECYCLED BITUMINOUS BASE COURSE -SEE SPEC	NO BID	
	0 - 30,000 SY		

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION III - PAVEMENT BASE CONSTRUCTION		
	Base Course	/ SQ YD
	Emulsified Asphalt	/ GALLON
	6" Temporary Traffic Stripe (Paint) if needed	/ LF
	Additional Aggregates	/ TON
	Additional (R.A.P)	/ TON
	Additives	/ TON
	30,001 - 100,000 SY	
	Base Course	/ SQ YD
	Emulsified Asphalt	/ GALLON
	6" Temporary Traffic Stripe (Paint) if needed	/ LF
	Additional Aggregates	/TON
	Additional (R.A.P)	/TON
	Additives	/TON
	OVER 100,001 SY	
	Base Course	/ SQ YD
	Emulsified Asphalt	/ GALLON
	6" Temporary Traffic Stripe (Paint) if needed	/ LF
	Additional Aggregates	/TON

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION III - PAVEMENT BASE CONSTRUCTION			
	Additional (R.A.P)		/TON
	Additives		/TON
III.24	SURVEYING - To be used with other Road Building Bid items when required - SEE SPEC		
	HOURLY RATE		
	0 - 10 HOURS	$135.00	/ PER HOUR
	11 - 21 HOURS	$135.00	/ PER HOUR
	21 - 40 HOURS	$135.00	/ PER HOUR
	40 + HOURS	$135.00	/ PER HOUR
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
III.25	TREE REMOVAL & DISPOSAL (To include removal and disposal of root system) SEE SPEC		
	ALL ZONES: 2" - 4"	$850.00	/ EACH
	5" - 8"	$950.00	/ EACH
	9" - 12"	$1,250.00	/ EACH
	13" - 24"	$1,650.00	/ EACH
	25" - 36"	$2,250.00	/ EACH
	OVER 36"	$2,850.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
III.26	6' CONCRETE CURB STOPS - SEE SPEC	$210.00	/ EACH
III.26a	CONCRETE CURB STOP REMOVAL AND REINSTALL	$285.00	/ EACH

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
IV.1	FURNISH AND INSTALL NON AGGREGATE FLOWABLE FILL GROUT - CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES REQUIRED FDOT SPEC 121		
	LOCATION OF VENDOR'S PLANT:		
	PRICE F.O.B. VENDOR'S PLANT:		/ PER TON
	PRICE VENDOR DELIVER TO JOB SITE:		
ZONE 1	0 - 500 TONS	$400.00	/ PER TON
	OVER 500 TONS	$400.00	/ PER TON
ZONE 2	0 - 500 TONS	$400.00	/ PER TON
	OVER 500 TONS	$400.00	/ PER TON
ZONE 3	0 - 500 TONS	$400.00	/ PER TON
	OVER 500 TONS	$400.00	/ PER TON
ZONE 4A	0 - 500 TONS	$400.00	/ PER TON
	OVER 500 TONS	$400.00	/ PER TON
ZONE 4B	0 - 500 TONS	$400.00	/ PER TON
	OVER 500 TONS	$400.00	/ PER TON
ZONE 5	0 - 500 TONS	$400.00	/ PER TON
	OVER 500 TONS	$400.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.2	SAND ASPHALT HOT MIX - 1200# STABILITY - SEE SPEC		
	LOCATION OF VENDOR'S PLANT:	Oneco, FL	
	PRICE F.O.B. VENDOR'S PLANT:	$75.00	/ PER TON
	PRICE VENDOR DELIVER TO JOB SITE:		

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
ZONE 1	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 2	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 3	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 4A	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 4B	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 5	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
IV.3 ASPHALTIC BASE COURSE III - SEE SPEC			
LOCATION OF VENDOR'S PLANT:		Oneco, FL	
PRICE F.O.B. VENDOR'S PLANT:		$75.00	/ PER TON
PRICE VENDOR DELIVER TO JOB SITE:			
ZONE 1	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 2	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 3	0 - 500 TONS	$80.00	/ PER TON

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
ZONE 3	OVER 500 TONS	$80.00	/ PER TON
ZONE 4A	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 4B	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 5	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
IV.4 FRICTION COURSE TYPE - FC 12.5 FDOT 337			
LOCATION OF VENDOR'S PLANT:		Oneco, FL	
PRICE F.O.B. VENDOR'S PLANT:		$85.00	/ PER TON
PRICE VENDOR DELIVER TO JOB SITE:			
ZONE 1	0 - 500 TONS	$90.00	/ PER TON
	OVER 500 TONS	$90.00	/ PER TON
ZONE 2	0 - 500 TONS	$90.00	/ PER TON
	OVER 500 TONS	$90.00	/ PER TON
ZONE 3	0 - 500 TONS	$90.00	/ PER TON
	OVER 500 TONS	$90.00	/ PER TON
ZONE 4A	0 - 500 TONS	$90.00	/ PER TON
	OVER 500 TONS	$90.00	/ PER TON
ZONE 4B	0 - 500 TONS	$90.00	/ PER TON
	OVER 500 TONS	$90.00	/ PER TON

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
ZONE 5	0 - 500 TONS	$90.00	/ PER TON
	OVER 500 TONS	$90.00	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
IV.5 FRICTION COURSE TYPE - FC 9.5 FDOT 337			
LOCATION OF VENDOR'S PLANT:		Oneco, FL	
PRICE F.O.B. VENDOR'S PLANT:		$85.00	/ PER TON
PRICE VENDOR DELIVER TO JOB SITE:			
ZONE 1	0 - 500 TONS	$90.00	/ PER TON
	OVER 500 TONS	$90.00	/ PER TON
ZONE 2	0 - 500 TONS	$90.00	/ PER TON
	OVER 500 TONS	$90.00	/ PER TON
ZONE 3	0 - 500 TONS	$90.00	/ PER TON
	OVER 500 TONS	$90.00	/ PER TON
ZONE 4A	0 - 500 TONS	$90.00	/ PER TON
	OVER 500 TONS	$90.00	/ PER TON
ZONE 4B	0 - 500 TONS	$90.00	/ PER TON
	OVER 500 TONS	$90.00	/ PER TON
ZONE 5	0 - 500 TONS	$90.00	/ PER TON
	OVER 500 TONS	$90.00	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
IV.6 EAM COLD MIX			
LOCATION OF VENDOR'S PLANT:		Oneco, FL	

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
PRICE F.O.B. VENDOR'S PLANT:		$165.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20 / DAYS
IV.7 ASPHALTIC CONCRETE TYPE S-1 - SEE SPEC		
LOCATION OF VENDOR'S PLANT:		Oneco, FL
PRICE F.O.B. VENDOR'S PLANT:		$75.00 / PER TON
PRICE VENDOR DELIVER TO JOB SITE:		
ZONE 1	0 - 500 TONS	$80.00 / PER TON
	OVER 500 TONS	$80.00 / PER TON
ZONE 2	0 - 500 TONS	$80.00 / PER TON
	OVER 500 TONS	$80.00 / PER TON
ZONE 3	0 - 500 TONS	$80.00 / PER TON
	OVER 500 TONS	$80.00 / PER TON
ZONE 4A	0 - 500 TONS	$80.00 / PER TON
	OVER 500 TONS	$80.00 / PER TON
ZONE 4B	0 - 500 TONS	$80.00 / PER TON
	OVER 500 TONS	$80.00 / PER TON
ZONE 5	0 - 500 TONS	$80.00 / PER TON
	OVER 500 TONS	$80.00 / PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20 / DAYS
IV.8 ASPHALTIC CONCRETE TYPE S-111 - SEE SPEC		
LOCATION OF VENDOR'S PLANT:		Oneco, FL
PRICE F.O.B. VENDOR'S PLANT:		$75.00 / PER TON

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
PRICE VENDOR DELIVER TO JOB SITE:			
ZONE 1	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 2	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 3	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 4A	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 4B	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 5	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
IV.9 SUPER PAVE MIX 9.5 FDOT 334			
LOCATION OF VENDOR'S PLANT:		Oneco, FL	
PRICE F.O.B. VENDOR'S PLANT:		$75.00	/ PER TON
PRICE VENDOR DELIVER TO JOB SITE:			
ZONE 1	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 2	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 3	0 - 500 TONS	$80.00	/ PER TON

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
ZONE 3	OVER 500 TONS	$80.00	/ PER TON
ZONE 4A	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 4B	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 5	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
IV.10 SUPER PAVE MIX 12.5 FDOT 334			
LOCATION OF VENDOR'S PLANT:		Oneco, FL	
PRICE F.O.B. VENDOR'S PLANT:		$75.00	/ PER TON
PRICE VENDOR DELIVER TO JOB SITE:			
ZONE 1	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 2	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 3	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 4A	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 4B	0 - 500 TONS	$80.00	/ PER TON
	OVER 500 TONS	$80.00	/ PER TON
ZONE 5	0 - 500 TONS	$80.00	/ PER TON

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
ZONE 3	OVER 500 TONS	$80.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.11	SWEEP, TACK, SPREAD & COMPACT SUPER PAVE MIXES <#100 - SEE SPEC		
	0 - 50 TONS	$155.00	/ PER TON
	50 - 200 TONS	$65.00	/ PER TON
	201 - 500 TONS	$45.00	/ PER TON
	OVER 500 TONS	$30.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.12	SWEEP, TACK, SPREAD & COMPACT SUPER PAVE MIXES >#100 - SEE SPEC		
	0 - 50 TONS	$125.00	/ PER TON
	50 - 200 TONS	$65.00	/ PER TON
	201 - 500 TONS	$45.00	/ PER TON
	OVER 500 TONS	$30.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.13	SWEEP, TACK, SPREAD AND COMPACT 100# / SY OR MORE - SEE SPEC		
	20 - 60 TONS	$125.00	/ PER TON
	61 - 100 TONS	$65.00	/ PER TON
	101 - 500 TONS	$45.00	/ PER TON
	OVER 500 TONS	$30.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.14	SWEEP, TACK, SPREAD AND COMPACT 50#/SY TO 99#/SY - SEE SPEC		

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
	0 - 50 TONS	$155.00	/ PER TON
	50 - 200 TONS	$65.00	/ PER TON
	201 - 500 TONS	$45.00	/ PER TON
	OVER 500 TONS	$30.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.15	SWEEP, TACK, SPREAD AND COMPACT ROAD WIDENING - SEE SPEC		
	0 - 50 TONS	$150.00	/ PER TON
	50 - 200 TONS	$65.00	/ PER TON
	201 - 500 TONS	$45.00	/ PER TON
	OVER 500 TONS	$36.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.16	SWEEP, TACK, SPREAD AND COMPACT BASE REPAIR- SEE SPEC		
	0 - 50 TONS	$150.00	/ PER TON
	51 - 100 TONS	$65.00	/ PER TON
	101- 200 TONS	$65.00	/ PER TON
	201 - 500 TONS	$45.00	/ PER TON
	OVER 500 TONS	$36.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.17	SWEEP, TACK, SPREAD AND COMPACT PARKING LOTS - SEE SPEC		
	0 - 50 TONS	$225.00	/ PER TON
	50 - 200 TONS	$150.00	/ PER TON
	201 - 500 TONS	$150.00	/ PER TON

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
	OVER 500 TONS	$120.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.18	CUT, SQUARE, SWEEP, TACK, SPREAD AND COMPACT PATCHING - SEE SPEC		
	1 - 5 TONS	$375.00	/ PER TON
	6 - 10 TONS	$350.00	/ PER TON
	11 - 15 TONS	$300.00	/ PER TON
	16 - 20 TONS	$300.00	/ PER TON
	21 - 25 TONS	$295.00	/ PER TON
	26 - 30 TONS	$265.00	/ PER TON
	OVER 30 TONS	$200.00	/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.19	REWORK EXISTING ASPHALTIC CONCRETE PAVEMENT - SEE SPEC	NO BID	
	ALL LABOR, EQUIPMENT AND MATERIAL TO INDIRECT HEAT EXISTING ASPHALT PAVEMENT, SCARIFYING AND REJUVENATING AGENTS, RESHAPE AND COMPACT EXISTING ASPHALTIC CONCRETE: - SEE SPEC		
	0 - 1,000 SY		/ PER SY
	1,001 - 5,000 SY		/ PER SY
	OVER 5,000 SY		/ PER SY
	PER TON PRICE FOR TYPE III ASPHALTIC CONCRETE ADDED:		/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		/ DAYS

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
IV.20	BITUMINOUS DOUBLE SURFACE TREATMENT Specification: - SEE SPEC	NO BID
	LOCATION OF VENDOR'S PLANT:	
	PRICE VENDOR DELIVER TO JOB SITE:	
ZONE 1	0 - 7,000 SY	/ PER SY
	7,001 - 21,000 SY	/ PER SY
	21,001 - 42,000 SY	/ PER SY
	OVER 42,000 SY	/ PER SY
ZONE 2	0 - 7,000 SY	/ PER SY
	7,001 - 21,000 SY	/ PER SY
	21,001 - 42,000 SY	/ PER SY
	OVER 42,000 SY	/ PER SY
ZONE 3	0 - 7,000 SY	/ PER SY
	7,001 - 21,000 SY	/ PER SY
	21,001 - 42,000 SY	/ PER SY
	OVER 42,000 SY	/ PER SY
ZONE 4A	0 - 7,000 SY	/ PER SY
	7,001 - 21,000 SY	/ PER SY
	21,001 - 42,000 SY	/ PER SY
	OVER 42,000 SY	/ PER SY
	0 - 7,000 SY	/ PER SY

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
ZONE 4B	7,001 - 21,000 SY	/ PER SY
	21,001 - 42,000 SY	/ PER SY
	OVER 42,000 SY	/ PER SY
ZONE 5	0 - 7,000 SY	/ PER SY
	7,001 - 21,000 SY	/ PER SY
	21,001 - 42,000 SY	/ PER SY
	OVER 42,000 SY	/ PER SY
DELIVERY DAYS AFTER RECEIPT OF		/ DAYS
IV.21	THIN LIFT ASPHALT MIX - Application of SP 4.75 for Surfacing and rut filling only. All prices to include Materials, Labor, Equipment, Traffic Control and Mobilization - SEE SPEC	NO BID
LOCATION OF VENDOR'S PLANT:		
PRICE VENDOR DELIVER TO JOB SITE:		
0 - 40,000 SY		/ PER SY
40,001 - 100,000 SY		/ PER SY
OVER 100,000 SY		/ PER SY
SCARIFY AND SWEEP THERMO PLASTIC AS REQUIRED		/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		/ DAYS

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
IV.22	MICRO-SURFACING - Application for Surfacing only (Type A). All prices to include Materials, Labor, Equipment, Traffic Control and Mobilization - SEE SPEC	NO BID
	LOCATION OF VENDOR'S PLANT:	
	PRICE VENDOR DELIVER TO JOB SITE:	
	0 - 40,000 SY	/ PER SY
	40,001 - 100,000 SY	/ PER SY
	OVER 100,000 SY	/ PER SY
	SCARIFY AND SWEEP THERMO PLASTIC AS REQUIRED	/ PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	/ DAYS
IV.23	MICRO-SURFACING - Application for Surfacing only (Type A). (No Crack Filling) All prices to include Materials, Labor, Equipment, Traffic Control and Mobilization - SEE SPEC	NO BID
	LOCATION OF VENDOR'S PLANT:	
	PRICE VENDOR DELIVER TO JOB SITE:	
	0 - 40,000 SY	/ PER SY
	40,001 - 100,000 SY	/ PER SY
	OVER 100,000 SY	/ PER SY
	SCARIFY AND SWEEP THERMO PLASTIC AS REQUIRED	/ PER LF

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	/ DAYS
IV.24	MICRO-SURFACING - Application for Leveling and Surfacing (See Specs). All prices to include Materials, Labor, Equipment, Traffic Control and Mobilization - SEE SPEC	NO BID
	LOCATION OF VENDOR'S PLANT:	
	PRICE VENDOR DELIVER TO JOB SITE:	
	0 - 40,000 SY	/ PER SY
	40,001 - 100,000 SY	/ PER SY
	OVER 100,000 SY	/ PER SY
	SCARIFY AND SWEEP THERMO PLASTIC AS REQUIRED	/ PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	/ DAYS
IV.25	MICRO-SURFACING - Application for Leveling and Surfacing (See Specs). (No Crack Filling) All prices to include Materials, Labor, Equipment, Traffic Control and Mobilization - SEE SPEC	NO BID
	LOCATION OF VENDOR'S PLANT:	
	PRICE VENDOR DELIVER TO JOB SITE:	
	0 - 40,000 SY	/ PER SY
	40,001 - 100,000 SY	/ PER SY
	OVER 100,000 SY	/ PER SY
	SCARIFY AND SWEEP THERMO PLASTIC AS REQUIRED	/ PER LF

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	/ DAYS
IV.26	CONSTRUCTION SEALING OF ASPHALTIC CONCRETE SURFACE COURSES WITH AN ASPHALT REJUVENATING AGENT - SEE SPEC	NO BID
	LOCATION OF VENDOR'S PLANT:	
	PRICE VENDOR DELIVER TO JOB SITE:	
	50,000 - 300,000 SY	/ PER SY
	OVER 300,000 SY	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	/ DAYS
IV.27	RESTORATIVE SEALING OF ASPHALT PAVEMENT WITH ASPHALT REJUVENATIVE AGENT RESTRICTIVE SEAL - SEE SPEC	NO BID
	LOCATION OF VENDOR'S PLANT:	
	PRICE VENDOR DELIVER TO JOB SITE:	
	50,000 - 300,000 SY	/ PER SY
	OVER 300,000 SY	/ PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	/ DAYS
IV.28	ASPHALT REJUVENATING AGENT - For Construction Seal - SEE SPEC	NO BID
	PRICE VENDOR DELIVER TO MANATEE COUNTY YARD	/ PER GAL
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	/ DAYS

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
IV.29	ASPHALT REJUVENATING EMULSION - For Construction Seal - SEE SPEC	NO BID
	PRICE VENDOR DELIVER TO MANATEE COUNTY YARD	/ PER GAL
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	/ DAYS
IV.30	PAVEMENT MILLING - SEE SPEC	
	AVERAGE CUT 1" TO 2"	
	0 - 1,000 SY	$8.00 / PER SY
	1001 - 2,000 SY	$6.00 / PER SY
	2,001 - 5,000 SY	$4.00 / PER SY
	5,001 - 10,000 SY	$2.00 / PER SY
	OVER 10,000 SY	$2.00 / PER SY
	AVERAGE CUT OVER 2"	
	0 - 1,000 SY	$8.00 / PER SY
	1001 - 2,000 SY	$6.00 / PER SY
	2,001 - 5,000 SY	$4.00 / PER SY
	5,001 - 10,000 SY	$2.00 / PER SY
	OVER 10,000 SY	$2.00 / PER SY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20 / DAYS
IV.31	RECLAIMED ASPHALT - CREDIT - SEE SPEC	NO BID

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
	0 - 500 TONS		/ PER TON
	501 - 1,000 TONS		/ PER TON
	OVER 1,000 TONS		/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		/ DAYS
IV.32	RECLAIMED NON-ASPHALTIC BASE MATERIAL - CREDIT - SEE SPEC	NO BID	
	0 - 500 TONS		/ PER TON
	501 - 1,000 TONS		/ PER TON
	OVER 1,000 TONS		/ PER TON
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		/ DAYS
IV.33	PAINTED TRAFFIC LINES & MARKINGS - Specification: FDOT Sections 710, 971-12, Index #17346		
	6" SKIP TRAFFIC STRIPE (2500 LF Project Min)	$10,000.00	/GROSS MILE
	6" SOLID TRAFFIC STRIPE (2500 LF Project Min)	$10,000.00	/NET MILE
	6" SOLID TRAFFIC STRIPE	$4.50	/LINEAR FOOT
	8" SOLID TRAFFIC STRIPE (2500 LF Project Min)	$10,000.00	/NET MILE
	8" SOLID TRAFFIC STRIPE	$5.50	/LINEAR FOOT
	STOP BARS - 24" WIDTH	$6.50	/LINEAR FOOT
	CROSSWALK - 12" WIDTH	$7.50	/LINEAR FOOT

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
	18" SOLID WHITE TRAFFIC STRIPE	$7.50	/LINEAR FOOT
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.34	PAINTED TRAFFIC PAVEMENT MARKERS - Specification: FDOT 710, 971-12, Index #17346		
(A)	LEGEND:		
(All White)	LEFT - 19 SQUARE FEET	$185.00	/ EACH
	RIGHT - 27 SQUARE FEET	$185.00	/ EACH
	STOP - 22 SQUARE FEET	$185.00	/ EACH
	ONLY - 22 SQUARE FEET	$185.00	/ EACH
	MERGE - 36 SQUARE FEET	$210.00	/ EACH
	SCHOOL - 33 SQUARE FEET	$210.00	/ EACH
	BUS - 21 SQUARE FEET	$185.00	/ EACH
	TURN - 25 SQUARE FEET	$185.00	/ EACH
	RXR - 28 SQUARE FEET	$185.00	/ EACH
	BIKE - 12 SQUARE FEET	$185.00	/ EACH
(B)	ARROWS:		
(All White)	STRAIGHT - 12 SQUARE FEET	$185.00	/ EACH
	LEFT - 16 SQUARE FEET	$185.00	/ EACH
	RIGHT - 16 SQUARE FEET	$185.00	/ EACH

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
	COMBINATION - 27 SQUARE FEET	$185.00	/ EACH
(C)	SYMBOLS:		
(All White)	BICYCLIST - 3.9 SQUARE FEET	$185.00	/ EACH
	DIAMOND - 6.5 SQUARE FEET	$185.00	/ EACH
	HANDICAPPED - 5.0 SQUARE FEET	$185.00	/ EACH
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
IV.35	THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS - Specs: FDOT Section 711, Index #17346		
	6" SKIP TRAFFIC STRIPE - THERMOPLASTIC (2500 LF Project	$15,000.00	/ PER GROSS MILE
	6" SKIP TRAFFIC STRIPE - THERMOPLASTIC	$15,000.00	/PER LINEAR FOOT
	6" SOLID STRIPE - THERMOPLASTIC	$6.50	/PER LINEAR FOOT
	8" SOLID STRIPE - THERMOPLASTIC	$6.50	/PER LINEAR FOOT
	18" SOLID TRAFFIC STRIPE	$7.50	/PER LINEAR FOOT
	12" CROSSWALK - THERMOPLASTIC	$7.50	/PER LINEAR FOOT
	24" SOLID STOP BAR - THERMOPLASTIC	$7.50	/PER LINEAR FOOT
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.36	THERMOPLASTIC TRAFFIC PAVEMENT MARKINGS - Specs: FDOT Section 711, 971-12, Index #17346		

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
(A)	LEGEND:		
(All White)	LEFT - 19 SQUARE FEET	$250.00	/ EACH
	RIGHT - 27 SQUARE FEET	$250.00	/ EACH
	STOP - 22 SQUARE FEET	$250.00	/ EACH
	ONLY - 22 SQUARE FEET	$250.00	/ EACH
	MERGE - 36 SQUARE FEET	$250.00	/ EACH
	SCHOOL - 33 SQUARE FEET	$250.00	/ EACH
	BUS - 21 SQUARE FEET	$250.00	/ EACH
	TURN - 25 SQUARE FEET	$250.00	/ EACH
	RXR - 28 SQUARE FEET	$250.00	/ EACH
	BIKE - 12 SQUARE FEET	$250.00	/ EACH
(B)	ARROWS:		
(All White)	STRAIGHT - 12 SQUARE FEET	$250.00	/ EACH
	LEFT - 16 SQUARE FEET	$250.00	/ EACH
	RIGHT - 16 SQUARE FEET	$250.00	/ EACH
	COMBINATION - 27 SQUARE FEET	$280.00	/ EACH
(C)	SYMBOLS:		
(All White)	BICYCLIST - 3.9 SQUARE FEET	$280.00	/ EACH

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
	DIAMOND - 6.5 SQUARE FEET	$280.00	/ EACH
	HANDICAPPED - 5.0 SQUARE FEET	$280.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.37	REFLECTIVE PAVEMENT MARKERS TYPES 1 TO 5 (per FDOT Section 706-1)		
	CLASS "A" MARKERS - FDOT SEC. 706-2.3.2: FURNISHED & INSTALLED	$35.00	/ EACH
	CLASS "B" MARKERS - FDOT SEC. 706-2.3.2 / 706-2.3.3(A): FURNISHED & INSTALLED	$35.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.38	REMOVAL OF EXISTING THERMOPLASTIC MARKING		
	EQUIPMENT, MATERIAL AND LABOR NECESSARY TO REMOVE, PICK UP AND DISPOSE OF THERMOPLASTIC MARKING		
	0 - 1000 LF	$10.00	/ LF
	1001 - 5000 LF	$10.00	/ LF
	5001 - 10,000 LF	$8.00	/ LF
	OVER 10,001 LF	$8.00	/ LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.39	MANHOLE ADJUSTMENT ADJUSTMENT RINGS - SEE SPEC		
	1 - 5 UNITS	$450.00	/ PER UNIT
	6 - 10 UNITS	$450.00	/ PER UNIT

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
	OVER 10 UNITS	$400.00	/ PER UNIT
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.40	FDOT MANHOLE ADJUSTMENT SEE SPEC		
	1 - 5 UNITS	$1,450.00	/ PER UNIT
	6 - 10 UNITS	$1,250.00	/ PER UNIT
	OVER 10 UNITS	$1,000.00	/ PER UNIT
	MOBILIZATION	$1,500.00	/ EA
	MAINTENANCE OF TRAFFIC FDOT STANDARDS 1 LANE	$850.00	/ PER DAY
	MAINTENANCE OF TRAFFIC FDOT STANDARDS 2 LANE	$1,250.00	/ PER DAY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.41	FDOT MANHOLE FURNISH AND INSTALL FRAME AND COVER MAX DEPTH 1' 6" SEE SPEC		
	1 - 5 UNITS	$2,450.00	/ PER UNIT
	6 - 10 UNITS	$2,300.00	/ PER UNIT
	OVER 10 UNITS	$1,950.00	/ PER UNIT
	MOBILIZATION	$1,500.00	/ EA
	MAINTENANCE OF TRAFFIC FDOT STANDARDS 1 LANE	$850.00	/ PER DAY
	MAINTENANCE OF TRAFFIC FDOT STANDARDS 2 LANE	$1,250.00	/ PER DAY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL			
IV.42	FDOT VALVE BOX ADJUSTMENT - SEE SPEC		
	1 - 5 UNITS	$650.00	/ PER UNIT
	6 - 10 UNITS	$450.00	/ PER UNIT
	OVER 10 UNITS	$400.00	/ PER UNIT
	MOBILIZATION	$500.00	/ EA
	MAINTENANCE OF TRAFFIC FDOT STANDARDS 1 LANE	$850.00	/ PER DAY
	MAINTENANCE OF TRAFFIC FDOT STANDARDS 2 LANE	$1,250.00	/ PER DAY
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.43	WATER VALVE ADJUSTMENT - SEE SPEC		
	1 - 5 UNITS	$650.00	/ PER UNIT
	6 - 10 UNITS	$450.00	/ PER UNIT
	OVER 10 UNITS	$400.00	/ PER UNIT
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
IV.44	MOBILIZATION (Cost per Release Order) - Preparatory work and operations in mobilizing startup of project, including, but not limited to, operations necessary for the movement of personnel, equipment, supplies and inclidentals to the project site, and for the establishment of temporary sanitary and other facilities. - SEE SPEC		
	ZONE I	$3,500.00	/ LUMP SUM
	ZONE 2	$3,500.00	/LUMP SUM

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
	ZONE 3	$3,500.00 /LUMP SUM
	ZONE 4A	$3,500.00 /LUMP SUM
	ZONE 4B	$3,500.00 /LUMP SUM
	ZONE 5	$3,500.00 /LUMP SUM
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20 / DAYS
IV.45	INDUCTIVE LOOP DETECTORS - FDOT Section 660	NO BID
	TYPE "A"	/ EACH
	TYPE "F" 6' x 20'	/ EACH
	TYPE "F" 6' x 40'	/ EACH
	LEAD RUNS	/LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		/ DAYS
IV.46	MAINTENANCE OF TRAFFIC - SEE SPEC	
	Crew Complete (includes truck, foreman, two flaggers)	$450.00 / DAY
	Flag Personnel (includes two flaggers only)	$250.00 / DAY
	Additional Flag Personnel (one flagger only)	$35.00 / HOUR
	Temporary Signal Detection	$1,250.00 / DAY
	Law Enforcement Personnel	$95.00 / HOUR
IV.47	FULL DEPTH PAVEMENT RECLAMATION - SEE SPEC	NO BID
	0 - 30,000 SY	
	Preparation, Pulverizing, Shaping, Compaction and Filling	/ SQ YD
	Additives, (Cement)	/ TON
	Imported Material	/ CY

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
	Removal of Unsuitable Material	/ CY
	30,001 - 100,000 SY	
	Preparation, Pulverizing, Shaping, Compaction and Filling	/ SQ YD
	Additives, (Cement)	/ TON
	Imported Material	/ CY
	Removal of Unsuitable Material	/ CY
	OVER 100,001 SY	
	Preparation, Pulverizing, Shaping, Compaction and Filling	/ SQ YD
	Additives, (Cement)	/ TON
	Imported Material	/ CY
	Removal of Unsuitable Material	/ CY
IV.48	SAND SEAL COATING - Application prices to include Materials, Labor, Equipment, Traffic Control, Re-Painting and Mobilization - SEE SPEC	NO BID
	LOCATION OF VENDOR'S PLANT:	
	PRICE VENDOR DELIVER TO JOB SITE:	
	0 - 40,000 SY	/ PER SY
	40,001 - 100,000 SY	/ PER SY
	OVER 100,000 SY	/ PER SY
	SCARIFY AND SWEEP THERMO PLASTIC AS REQUIRED	/ PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	/ DAYS
IV.49	CRACK FILLING/SEALING FDOT DEV 305	NO BID

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SECTION IV - BASE AND SURFACE CONSTRUCTION/MATERIAL		
	0-99 GALLONS	/ PER GAL
	100-250 GALLONS	/ PER GAL
	over 251 GALLONS	/ PER GAL
IV.50	FOG SEAL - Application prices to include Materials, Labor, Equipment, Traffic Control, and Mobilization - SEE SPEC	NO BID
	TIGHT SURFACES 09. -.14 GAL/SY	/ GAL
	OPEN SURFACES .18 - .22 GAL/SY	/ GAL
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	/ DAYS

	C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES		
V.1 REMOVE STORM DRAIN - 12" TO 18" DIAMETER		
0 - 100 LF	$45.00	/ PER LF
101 - 250 LF	$40.00	/ PER LF
251 - 500 LF	$35.00	/ PER LF
OVER 500 LF	$30.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
V.2 REMOVE STORM DRAIN - 24" TO 48" DIAMETER		
0 - 100 LF	$55.00	/ PER LF
101 - 250 LF	$50.00	/ PER LF
251 - 500 LF	$45.00	/ PER LF
OVER 500 LF	$40.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
V.3 REMOVE STORM DRAIN - OVER 48" DIAMETER		
0 - 100 LF	$85.00	/ PER LF
101 - 250 LF	$80.00	/ PER LF
251 - 500 LF	$75.00	/ PER LF
OVER 500 LF	$70.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
V.4 REMOVE MITERED END	$450.00	/ EACH
V.5 REMOVE HEADWALL	$850.00	/ EACH
V.6 FURNISH & INSTALL H.D.P.E. PIPE 10"		
WELLPOINTS (LUMP SUM)	$250.00	/ PER DAY
	$1,250.00	/ PER WEEK

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
TO 4' DEPTH	0 - 100 LF	$55.00	/ PER LF
	101 - 250 LF	$50.00	/ PER LF
	251 - 500 LF	$45.00	/ PER LF
	OVER 500 LF	$40.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$55.00	/ PER LF
	101 - 250 LF	$50.00	/ PER LF
	251 - 500 LF	$45.00	/ PER LF
	OVER 500 LF	$40.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$65.00	/ PER LF
	101 - 250 LF	$60.00	/ PER LF
	251 - 500 LF	$55.00	/ PER LF
	OVER 500 LF	$50.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.7 FURNISH & INSTALL H.D.P.E. PIPE 12"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$55.00	/ PER LF
	101 - 250 LF	$50.00	/ PER LF
	251 - 500 LF	$45.00	/ PER LF
	OVER 500 LF	$40.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
4' - 6' DEPTH	0 - 100 LF	$55.00	/ PER LF
	101 - 250 LF	$50.00	/ PER LF
	251 - 500 LF	$45.00	/ PER LF
	OVER 500 LF	$40.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$65.00	/ PER LF
	101 - 250 LF	$60.00	/ PER LF
	251 - 500 LF	$55.00	/ PER LF
	OVER 500 LF	$50.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.8 FURNISH & INSTALL H.D.P.E. PIPE 15"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$55.00	/ PER LF
	101 - 250 LF	$50.00	/ PER LF
	251 - 500 LF	$45.00	/ PER LF
	OVER 500 LF	$40.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$55.00	/ PER LF
	101 - 250 LF	$50.00	/ PER LF
	251 - 500 LF	$45.00	/ PER LF
	OVER 500 LF	$40.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
6' - 8' DEPTH	0 - 100 LF	$65.00	/ PER LF
	101 - 250 LF	$60.00	/ PER LF
	251 - 500 LF	$55.00	/ PER LF
	OVER 500 LF	$50.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.9 FURNISH & INSTALL H.D.P.E. PIPE 18"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$55.00	/ PER LF
	101 - 250 LF	$50.00	/ PER LF
	251 - 500 LF	$45.00	/ PER LF
	OVER 500 LF	$40.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$55.00	/ PER LF
	101 - 250 LF	$50.00	/ PER LF
	251 - 500 LF	$45.00	/ PER LF
	OVER 500 LF	$40.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$65.00	/ PER LF
	101 - 250 LF	$60.00	/ PER LF
	251 - 500 LF	$55.00	/ PER LF
	OVER 500 LF	$50.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
8' - 10' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.10 FURNISH & INSTALL H.D.P.E. PIPE 24"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$85.00	/ PER LF
	101 - 250 LF	$80.00	/ PER LF
	251 - 500 LF	$75.00	/ PER LF
	OVER 500 LF	$70.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$85.00	/ PER LF
	101 - 250 LF	$80.00	/ PER LF
	251 - 500 LF	$75.00	/ PER LF
	OVER 500 LF	$70.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.11 FURNISH & INSTALL H.D.P.E. PIPE 30"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$85.00	/ PER LF
	101 - 250 LF	$80.00	/ PER LF
	251 - 500 LF	$75.00	/ PER LF
	OVER 500 LF	$70.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$85.00	/ PER LF
	101 - 250 LF	$80.00	/ PER LF
	251 - 500 LF	$75.00	/ PER LF
	OVER 500 LF	$70.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.12 FURNISH & INSTALL H.D.P.E. PIPE 36"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
TO 4' DEPTH	0 - 100 LF	$110.00	/ PER LF
	101 - 250 LF	$105.00	/ PER LF
	251 - 500 LF	$100.00	/ PER LF
	OVER 500 LF	$100.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$110.00	/ PER LF
	101 - 250 LF	$105.00	/ PER LF
	251 - 500 LF	$100.00	/ PER LF
	OVER 500 LF	$100.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$125.00	/ PER LF
	101 - 250 LF	$120.00	/ PER LF
	251 - 500 LF	$115.00	/ PER LF
	OVER 500 LF	$110.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$125.00	/ PER LF
	101 - 250 LF	$120.00	/ PER LF
	251 - 500 LF	$115.00	/ PER LF
	OVER 500 LF	$110.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.13 FURNISH & INSTALL H.D.P.E. PIPE 42"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$135.00	/ PER LF
	101 - 250 LF	$130.00	/ PER LF
	251 - 500 LF	$125.00	/ PER LF
	OVER 500 LF	$125.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
4' - 6' DEPTH	0 - 100 LF	$135.00	/ PER LF
	101 - 250 LF	$130.00	/ PER LF
	251 - 500 LF	$125.00	/ PER LF
	OVER 500 LF	$125.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$155.00	/ PER LF
	101 - 250 LF	$150.00	/ PER LF
	251 - 500 LF	$145.00	/ PER LF
	OVER 500 LF	$140.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$155.00	/ PER LF
	101 - 250 LF	$150.00	/ PER LF
	251 - 500 LF	$145.00	/ PER LF
	OVER 500 LF	$140.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.14 FURNISH & INSTALL H.D.P.E. PIPE 48"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$135.00	/ PER LF
	101 - 250 LF	$130.00	/ PER LF
	251 - 500 LF	$125.00	/ PER LF
	OVER 500 LF	$125.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$135.00	/ PER LF
	101 - 250 LF	$130.00	/ PER LF
	251 - 500 LF	$125.00	/ PER LF
	OVER 500 LF	$125.00	/ PER LF
	0 - 100 LF	$155.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
6' - 8' DEPTH	101 - 250 LF	$150.00	/ PER LF
	251 - 500 LF	$145.00	/ PER LF
	OVER 500 LF	$140.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$155.00	/ PER LF
	101 - 250 LF	$150.00	/ PER LF
	251 - 500 LF	$145.00	/ PER LF
	OVER 500 LF	$140.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:			/ DAYS
V.15 FURNISH & INSTALL H.D.P.E. PIPE 54"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$300.00	/ PER LF
	101 - 250 LF	$300.00	/ PER LF
	251 - 500 LF	$295.00	/ PER LF
	OVER 500 LF	$285.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$300.00	/ PER LF
	101 - 250 LF	$300.00	/ PER LF
	251 - 500 LF	$295.00	/ PER LF
	OVER 500 LF	$285.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$325.00	/ PER LF
	101 - 250 LF	$325.00	/ PER LF
	251 - 500 LF	$320.00	/ PER LF
	OVER 500 LF	$320.00	/ PER LF
	0 - 100 LF	$325.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
8' - 10' DEPTH	101 - 250 LF	$325.00	/ PER LF
	251 - 500 LF	$320.00	/ PER LF
	OVER 500 LF	$320.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.16 FURNISH & INSTALL H.D.P.E. PIPE 60"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$500.00	/ PER LF
	101 - 250 LF	$500.00	/ PER LF
	251 - 500 LF	$500.00	/ PER LF
	OVER 500 LF	$500.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$500.00	/ PER LF
	101 - 250 LF	$500.00	/ PER LF
	251 - 500 LF	$500.00	/ PER LF
	OVER 500 LF	$500.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$500.00	/ PER LF
	101 - 250 LF	$495.00	/ PER LF
	251 - 500 LF	$485.00	/ PER LF
	OVER 500 LF	$475.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$500.00	/ PER LF
	101 - 250 LF	$495.00	/ PER LF
	251 - 500 LF	$485.00	/ PER LF
	OVER 500 LF	$475.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.17 FURNISH & INSTALL CONCRETE STORM DRAIN - 15" DIAMETER			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$85.00	/ PER LF
	101 - 250 LF	$80.00	/ PER LF
	251 - 500 LF	$75.00	/ PER LF
	OVER 500 LF	$70.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$85.00	/ PER LF
	101 - 250 LF	$80.00	/ PER LF
	251 - 500 LF	$75.00	/ PER LF
	OVER 500 LF	$70.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:			/ DAYS
V.18 FURNISH & INSTALL CONCRETE STORM DRAIN - 18" DIAMETER			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
TO 4' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$85.00	/ PER LF
	101 - 250 LF	$80.00	/ PER LF
	251 - 500 LF	$75.00	/ PER LF
	OVER 500 LF	$70.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$85.00	/ PER LF
	101 - 250 LF	$80.00	/ PER LF
	251 - 500 LF	$75.00	/ PER LF
	OVER 500 LF	$70.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.19 FURNISH & INSTALL CONCRETE STORM DRAIN - 24" DIAMETER			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$90.00	/ PER LF
	101 - 250 LF	$90.00	/ PER LF
	251 - 500 LF	$85.00	/ PER LF
	OVER 500 LF	$85.00	/ PER LF
	0 - 100 LF	$90.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
4' - 6' DEPTH	101 - 250 LF	$90.00	/ PER LF
	251 - 500 LF	$85.00	/ PER LF
	OVER 500 LF	$85.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$90.00	/ PER LF
	101 - 250 LF	$90.00	/ PER LF
	251 - 500 LF	$85.00	/ PER LF
	OVER 500 LF	$85.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$90.00	/ PER LF
	101 - 250 LF	$90.00	/ PER LF
	251 - 500 LF	$85.00	/ PER LF
	OVER 500 LF	$85.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.20 FURNISH & INSTALL CONCRETE STORM DRAIN - 30" DIAMETER			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$110.00	/ PER LF
	101 - 250 LF	$110.00	/ PER LF
	251 - 500 LF	$105.00	/ PER LF
	OVER 500 LF	$105.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$110.00	/ PER LF
	101 - 250 LF	$110.00	/ PER LF
	251 - 500 LF	$105.00	/ PER LF
	OVER 500 LF	$105.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$125.00	/ PER LF
	101 - 250 LF	$120.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
6' - 8' DEPTH	251 - 500 LF	$120.00	/ PER LF
	OVER 500 LF	$115.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$125.00	/ PER LF
	101 - 250 LF	$120.00	/ PER LF
	251 - 500 LF	$120.00	/ PER LF
	OVER 500 LF	$115.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.21 FURNISH & INSTALL CONCRETE STORM DRAIN - 36" DIAMETER EQUIVALENT			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$120.00	/ PER LF
	101 - 250 LF	$115.00	/ PER LF
	251 - 500 LF	$110.00	/ PER LF
	OVER 500 LF	$105.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$120.00	/ PER LF
	101 - 250 LF	$115.00	/ PER LF
	251 - 500 LF	$110.00	/ PER LF
	OVER 500 LF	$105.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$125.00	/ PER LF
	101 - 250 LF	$120.00	/ PER LF
	251 - 500 LF	$115.00	/ PER LF
	OVER 500 LF	$110.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$125.00	/ PER LF
	101 - 250 LF	$120.00	/ PER LF
	251 - 500 LF	$115.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
	OVER 500 LF	$110.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.22 FURNISH & INSTALL CONCRETE STORM DRAIN - 42" DIAMETER OR E			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$145.00	/ PER LF
	101 - 250 LF	$140.00	/ PER LF
	251 - 500 LF	$140.00	/ PER LF
	OVER 500 LF	$135.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$145.00	/ PER LF
	101 - 250 LF	$140.00	/ PER LF
	251 - 500 LF	$140.00	/ PER LF
	OVER 500 LF	$135.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$165.00	/ PER LF
	101 - 250 LF	$160.00	/ PER LF
	251 - 500 LF	$160.00	/ PER LF
	OVER 500 LF	$160.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$165.00	/ PER LF
	101 - 250 LF	$160.00	/ PER LF
	251 - 500 LF	$160.00	/ PER LF
	OVER 500 LF	$160.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.23 FURNISH & INSTALL CONCRETE STORM DRAIN - 48" DIAMETER OR E			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
TO 4' DEPTH	0 - 100 LF	$185.00	/ PER LF
	101 - 250 LF	$180.00	/ PER LF
	251 - 500 LF	$180.00	/ PER LF
	OVER 500 LF	$180.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$185.00	/ PER LF
	101 - 250 LF	$180.00	/ PER LF
	251 - 500 LF	$180.00	/ PER LF
	OVER 500 LF	$180.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$200.00	/ PER LF
	101 - 250 LF	$195.00	/ PER LF
	251 - 500 LF	$190.00	/ PER LF
	OVER 500 LF	$190.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$200.00	/ PER LF
	101 - 250 LF	$195.00	/ PER LF
	251 - 500 LF	$190.00	/ PER LF
	OVER 500 LF	$190.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.24 FURNISH & INSTALL CONCRETE STORM DRAIN - 54" DIAMETER OR E			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
TO 4' DEPTH	0 - 100 LF	$250.00	/ PER LF
	101 - 250 LF	$250.00	/ PER LF
	251 - 500 LF	$245.00	/ PER LF
	OVER 500 LF	$245.00	/ PER LF
	0 - 100 LF	$250.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
4' - 6' DEPTH	101 - 250 LF	$250.00	/ PER LF
	251 - 500 LF	$245.00	/ PER LF
	OVER 500 LF	$245.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$285.00	/ PER LF
	101 - 250 LF	$285.00	/ PER LF
	251 - 500 LF	$280.00	/ PER LF
	OVER 500 LF	$280.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$285.00	/ PER LF
	101 - 250 LF	$285.00	/ PER LF
	251 - 500 LF	$280.00	/ PER LF
	OVER 500 LF	$280.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.25 FURNISH & INSTALL CONCRETE STORM DRAIN - 60" DIAMETER OR E			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
6' - 8' DEPTH	0 - 100 LF	$385.00	/ PER LF
	101 - 250 LF	$380.00	/ PER LF
	251 - 500 LF	$380.00	/ PER LF
	OVER 500 LF	$380.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$385.00	/ PER LF
	101 - 250 LF	$380.00	/ PER LF
	251 - 500 LF	$380.00	/ PER LF
	OVER 500 LF	$375.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.26 FURNISH & INSTALL CONCRETE STORM DRAIN - 66" DIAMETERM OR			

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
6' - 8' DEPTH	0 - 100 LF	$500.00	/ PER LF
	101 - 250 LF	$495.00	/ PER LF
	251 - 500 LF	$485.00	/ PER LF
	OVER 500 LF	$475.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$500.00	/ PER LF
	101 - 250 LF	$495.00	/ PER LF
	251 - 500 LF	$485.00	/ PER LF
	OVER 500 LF	$475.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.27 FURNISH & INSTALL CONCRETE STORM DRAIN - 72" DIAMETER OR E			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,220.00	/ PER WEEK
6' - 8' DEPTH	0 - 100 LF	$500.00	/ PER LF
	101 - 250 LF	$495.00	/ PER LF
	251 - 500 LF	$485.00	/ PER LF
	OVER 500 LF	$475.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$500.00	/ PER LF
	101 - 250 LF	$495.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
	251 - 500 LF	$485.00	/ PER LF
	OVER 500 LF	$475.00	/ PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.28	FURNISH & INSTALL CONCRETE STORM DRAIN 15" MITERED END	$1,850.00	/ PER EACH
V.29	FURNISH & INSTALL CONCRETE STORM DRAIN 18" MITERED END	$1,850.00	/ PER EACH
V.30	FURNISH & INSTALL CONCRETE STORM DRAIN 24" MITERED END	$1,850.00	/ PER EACH
V.31	FURNISH & INSTALL CONCRETE STORM DRAIN 30" MITERED END	$2,150.00	/ PER EACH
	GRATING FOR MITERED END SECTION	$2,200.00	/ PER EACH
V.32	FURNISH & INSTALL CONCRETE STORM DRAIN 36" OR EQUIV MITERED END	$2,850.00	/ PER EACH
	GRATING FOR MITERED END SECTION	$2,850.00	/ PER EACH
V.33	FURNISH & INSTALL CONCRETE STORM DRAIN 42" OR EQUIV MITERED END	$2,850.00	/ PER EACH
	GRATING FOR MITERED END SECTION	$2,850.00	/ PER EACH
V.34	FURNISH & INSTALL CONCRETE STORM DRAIN 48" OR EQUIV MITERED END	$3,250.00	/ PER EACH
	GRATING FOR MITERED END SECTION	$2,850.00	/ PER EACH
V.35	FURNISH & INSTALL CONCRETE STORM DRAIN 54" OR EQUIV MITERED END	$3,250.00	/ PER EACH
	GRATING FOR MITERED END SECTION	$2,850.00	/ PER EACH
V.36	FURNISH & INSTALL CONCRETE STORM DRAIN 60" OR EQUIV MITERED END		/ PER EACH
	GRATING FOR MITERED END SECTION	$2,850.00	/ PER EACH
V.37	FURNISH & INSTALL CONCRETE STORM DRAIN 66" OR EQUIV MITERED END		/ PER EACH

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
	GRATING FOR MITERED END SECTION	$2,850.00	/ PER EACH
V.38	ALTERNATE MANHOLE ADJUSTMENT - Specification: Adjust manhole lid. Backfill with Type III Asphaltic Concrete. Heat, scarify and rework existing Asphaltic Concrete bordering cut and blend with new material. Composite mix to be shaped and compacted.		
	1 - 5 UNITS	$1,350.00	/ PER UNIT
	6 - 10 UNITS	$1,250.00	/ PER UNIT
	OVER 10 UNITS	$100.00	/ PER UNIT
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.39	MANHOLE AND WATER VALVE ADJUSTMENT AS A PART OF BASE RECONSTRUCTION		
	MANHOLE ADJUSTMENT	$1,000.00	/ EACH
	WATER VALVE ADJUSTMENT	$850.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.40	CONSTRUCT CONCRETE BLOCK CATCH BASIN 4'0"x5'4" - Specification: Manatee County 202.1		
	TO 4' HEIGHT	$3,850.00	/ EACH
	4.1' TO 6' HEIGHT	$4,150.00	/ EACH
	6'1' TO 8' HEIGHT	$4,450.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.41	CONSTRUCT CONCRETE BLOCK CATCH BASIN 5'4"x5'4" - Specification: Manatee County 202.1		
	TO 4' HEIGHT	$4,150.00	/ EACH

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
	4.1' TO 6' HEIGHT	$4,450.00	/ EACH
	6'1' TO 8' HEIGHT	$4,450.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.42	CONSTRUCT CONCRETE BLOCK CATCH BASIN 6'4"x5'4" - Specification: Manatee County 202.1		
	TO 4' HEIGHT	$4,350.00	/ EACH
	4.1' TO 6' HEIGHT	$4,450.00	/ EACH
	6'1' TO 8' HEIGHT	$4,650.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.43	CONSTRUCT P-5 CURB INLET - Spec: FDOT Section 425		
	CONSTRUCT P-5 CURB INLET	$4,500.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.44	CONSTRUCT J-5 CURB INLET - Spec: FDOT Section 425		
	CONSTRUCT J-5 CURB INLET	$4,500.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.45	CONSTRUCT J-6 CURB INLET - Spec: FDOT Section 425		
	CONSTRUCT J-6 CURB INLET	$5,940.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
V.46	CONSTRUCT TYPE 5 CURB INLET LID		
	CONSTRUCT TYPE 5 CURB INLET LID	$3,150.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS

			C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES				
V.47	CONSTRUCT TYPE 6 CURB INLET LID			
	CONSTRUCT TYPE 6 CURB INLET LID		$3,450.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.48	CONSTRUCT P-6 CURB INLET			
	CONSTRUCT P-6 CURB INLET		$4,950.00	/ EACH
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.49	FURNISH & INSTALL 6" UNDERDRAIN (PIPE, SOCK, AGGREGATE) - Specification: Manatee County 204			
	0 - 100 LF		$65.50	/ LF
	100 - 500 LF		$55.50	/ LF
	500 - 1,000 LF		$45.00	/ LF
	OVER 1,000 LF		$40.00	/ LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.50	TIE UNDERDRAIN INTO EXISTING BOX		$250.00	/ EACH
V.51	FURNISH & INSTALL 6" UNDERDRAIN CLEAN-OUT WITH CONCRETE PAD		$450.00	/ EACH
V.52	INSTALL CONCRETE COLLAR			
	15" PIPE OR EQUIVALENT	0 - 4' DEPTH	$850.00	/ PER EACH
		4' - 8' DEPTH	$950.00	/ PER EACH
	18" PIPE OR EQUIVALENT	0 - 4' DEPTH	$850.00	/ PER EACH
		4' - 8' DEPTH	$950.00	/ PER EACH
	24" PIPE OR EQUIVALENT	0 - 4' DEPTH	$850.00	/ PER EACH
		4' - 8' DEPTH	$950.00	/ PER EACH
	30" PIPE OR EQUIVALENT	0 - 4' DEPTH	$1,050.00	/ PER EACH
		4' - 8' DEPTH	$1,250.00	/ PER EACH
		0 - 4' DEPTH	$1,250.00	/ PER EACH

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
36" PIPE OR EQUIVALENT	4' - 8' DEPTH	$1,450.00	/ PER EACH
	8' - 10' DEPTH	$1,450.00	/ PER EACH
42" PIPE OR EQUIVALENT	0 - 4' DEPTH	$2,850.00	/ PER EACH
	4' - 8' DEPTH	$2,850.00	/ PER EACH
	8' - 10' DEPTH	$3,250.00	/ PER EACH
48" PIPE OR EQUIVALENT	0 - 4' DEPTH	$3,250.00	/ PER EACH
	4' - 8' DEPTH	$3,250.00	/ PER EACH
	8' - 10' DEPTH	$3,650.00	/ PER EACH
54" PIPE OR EQUIVALENT	0 - 4' DEPTH	$3,250.00	/ PER EACH
	4' - 8' DEPTH	$3,650.00	/ PER EACH
	8' - 10' DEPTH	$3,850.00	/ PER EACH
60" PIPE OR EQUIVALENT	0 - 4' DEPTH	$3,250.00	/ PER EACH
	4' - 8' DEPTH	$35,550.00	/ PER EACH
	8' - 10' DEPTH	$3,850.00	/ PER EACH
66" PIPE OR EQUIVALENT	0 - 4' DEPTH	$4,150.00	/ PER EACH
	4' - 8' DEPTH	$4,150.00	/ PER EACH
	8' - 10' DEPTH	$4,450.00	/ PER EACH
72" PIPE OR EQUIVALENT	0 - 4' DEPTH	$4,150.00	/ PER EACH
	4' - 8' DEPTH	$4,150.00	/ PER EACH
	8' - 10' DEPTH	$4,450.00	/ PER EACH
84" PIPE OR EQUIVALENT	0 - 4' DEPTH	$4,150.00	/ PER EACH
	4' - 8' DEPTH	$4,450.00	/ PER EACH
	8' - 10' DEPTH	$4,450.00	/ PER EACH

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.53 REMOVE CONCRETE COLLAR			
15" PIPE OR EQUIVALENT	0 - 4' DEPTH	$1,850.00	/ PER EACH
	4' - 8' DEPTH	$1,850.00	/ PER EACH
18" PIPE OR EQUIVALENT	0 - 4' DEPTH	$1,850.00	/ PER EACH
	4' - 8' DEPTH	$1,850.00	/ PER EACH
24" PIPE OR EQUIVALENT	0 - 4' DEPTH	$1,850.00	/ PER EACH
	4' - 8' DEPTH	$1,850.00	/ PER EACH
30" PIPE OR EQUIVALENT	0 - 4' DEPTH	$2,150.00	/ PER EACH
	4' - 8' DEPTH	$2,150.00	/ PER EACH
36" PIPE OR EQUIVALENT	0 - 4' DEPTH	$2,150.00	/ PER EACH
	4' - 8' DEPTH	$2,150.00	/ PER EACH
	8' - 10' DEPTH	$2,150.00	/ PER EACH
42" PIPE OR EQUIVALENT	0 - 4' DEPTH	$2,150.00	/ PER EACH
	4' - 8' DEPTH	$2,150.00	/ PER EACH
	8' - 10' DEPTH	$2,150.00	/ PER EACH
48" PIPE OR EQUIVALENT	0 - 4' DEPTH	$2,150.00	/ PER EACH
	4' - 8' DEPTH	$2,150.00	/ PER EACH
	8' - 10' DEPTH	$2,150.00	/ PER EACH
54" PIPE OR EQUIVALENT	0 - 4' DEPTH	$3,000.00	/ PER EACH
	4' - 8' DEPTH	$3,000.00	/ PER EACH

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
	8' - 10' DEPTH	$3,000.00	/ PER EACH
60" PIPE OR EQUIVALENT	0 - 4' DEPTH	$3,000.00	/ PER EACH
	4' - 8' DEPTH	$3,000.00	/ PER EACH
	8' - 10' DEPTH	$3,000.00	/ PER EACH
66" PIPE OR EQUIVALENT	0 - 4' DEPTH	$4,500.00	/ PER EACH
	4' - 8' DEPTH	$4,500.00	/ PER EACH
	8' - 10' DEPTH	$4,500.00	/ PER EACH
72" PIPE OR EQUIVALENT	0 - 4' DEPTH	$4,500.00	/ PER EACH
	4' - 8' DEPTH	$4,500.00	/ PER EACH
	8' - 10' DEPTH	$4,500.00	/ PER EACH
84" PIPE OR EQUIVALENT	0 - 4' DEPTH	$4,500.00	/ PER EACH
	4' - 8' DEPTH	$4,500.00	/ PER EACH
	8' - 10' DEPTH	$4,500.00	/ PER EACH
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.54 REMOVE BOX INLET			
UNDER 40" BOX		$1,850.00	/ PER EACH
40" X 48" BOX		$2,150.00	/ PER EACH
64" X 64" BOX		$2,650.00	/ PER EACH
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.55 REMOVE CONCRETE DRAINAGE STRUCTURE			
REMOVAL OF DRAINAGE STRUCTURE		$330.00	/ PER CY

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.56 INLET MODIFICATION (ONE SIDE)			
MODIFY 48" BOX	0 - 4' DEPTH	$1,850.00	/ PER EACH
	4' - 8' DEPTH	$2,250.00	/ PER EACH
	8' - 10' DEPTH	$2,550.00	/ PER EACH
MODIFY 64" BOX	0 - 4' DEPTH	$2,250.00	/ PER EACH
	4' - 8' DEPTH	$2,550.00	/ PER EACH
	8' - 10' DEPTH	$3,000.00	/ PER EACH
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.57 FURNISH AND INSTALL ELLIPTICAL PIPE 12" x 18"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
T0 4' DEPTH	0 - 100 LF	$55.00	/ PER LF
	101 - 250 LF	$50.00	/ PER LF
	251 - 500 LF	$45.00	/ PER LF
	OVER 500 LF	$40.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$55.00	/ PER LF
	101 - 250 LF	$50.00	/ PER LF
	251 - 500 LF	$45.00	/ PER LF
	OVER 500 LF	$40.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
6' - 8' DEPTH	0 - 100 LF	$65.00	/ PER LF
	101 - 250 LF	$60.00	/ PER LF
	251 - 500 LF	$55.00	/ PER LF
	OVER 500 LF	$50.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.58 FURNISH AND INSTALL ELLIPTICAL PIPE 14" X 23"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
T0 4' DEPTH	0 - 100 LF	$55.00	/ PER LF
	101 - 250 LF	$50.00	/ PER LF
	251 - 500 LF	$45.00	/ PER LF
	OVER 500 LF	$40.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$55.00	/ PER LF
	101 - 250 LF	$50.00	/ PER LF
	251 - 500 LF	$45.00	/ PER LF
	OVER 500 LF	$40.00	/ PER LF
	0 - 100 LF	$65.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
6' - 8' DEPTH	101 - 250 LF	$60.00	/ PER LF
	251 - 500 LF	$55.00	/ PER LF
	OVER 500 LF	$50.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.59 FURNISH AND INSTALL ELLIPTICAL PIPE 19" x 30"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
T0 4' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$75.00	/ PER LF
	101 - 250 LF	$70.00	/ PER LF
	251 - 500 LF	$65.00	/ PER LF
	OVER 500 LF	$60.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$85.00	/ PER LF
	101 - 250 LF	$80.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
6' - 8' DEPTH	251 - 500 LF	$75.00	/ PER LF
	OVER 500 LF	$70.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$85.00	/ PER LF
	101 - 250 LF	$80.00	/ PER LF
	251 - 500 LF	$75.00	/ PER LF
	OVER 500 LF	$70.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.60 FURNISH AND INSTALL ELLIPTICAL PIPE 24" x 38"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
T0 4' DEPTH	0 - 100 LF	$85.00	/ PER LF
	101 - 250 LF	$80.00	/ PER LF
	251 - 500 LF	$75.00	/ PER LF
4' - 6' DEPTH	0 - 100 LF	$85.00	/ PER LF
	101 - 250 LF	$80.00	/ PER LF
	251 - 500 LF	$75.00	/ PER LF
	OVER 500 LF	$70.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$85.00	/ PER LF
	101 - 250 LF	$80.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
6' - 8' DEPTH	251 - 500 LF	$75.00	/ PER LF
	OVER 500 LF	$70.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$85.00	/ PER LF
	101 - 250 LF	$80.00	/ PER LF
	251 - 500 LF	$75.00	/ PER LF
	OVER 500 LF	$70.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.61 FURNISH AND INSTALL ELLIPTICAL PIPE 29" x 45"			
WELLPOINTS (LUMP SUM)		$250.00	/ PER DAY
		$1,250.00	/ PER WEEK
T0 4' DEPTH	0 - 100 LF	$110.00	/ PER LF
	101 - 250 LF	$105.00	/ PER LF
	251 - 500 LF	$100.00	/ PER LF
	OVER 500 LF	$100.00	/ PER LF
	0 - 100 LF	$110.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
4' - 6' DEPTH	101 - 250 LF	$105.00	/ PER LF
	251 - 500 LF	$100.00	/ PER LF
	OVER 500 LF	$100.00	/ PER LF
6' - 8' DEPTH	0 - 100 LF	$125.00	/ PER LF
	101 - 250 LF	$120.00	/ PER LF
	251 - 500 LF	$115.00	/ PER LF
	OVER 500 LF	$110.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$125.00	/ PER LF
	101 - 250 LF	$120.00	/ PER LF
	251 - 500 LF	$115.00	/ PER LF
	OVER 500 LF	$110.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.62 FURNISH AND INSTALL ELLIPTICAL PIPE 34" x 53"			

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SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES		
WELLPOINTS (LUMP SUM)		$250.00 / PER DAY
		$1,250.00 / PER WEEK
T0 4' DEPTH	0 - 100 LF	$145.00 / PER LF
	101 - 250 LF	$140.00 / PER LF
	251 - 500 LF	$140.00 / PER LF
	OVER 500 LF	$135.00 / PER LF
4' - 6' DEPTH	0 - 100 LF	$145.00 / PER LF
	101 - 250 LF	$140.00 / PER LF
	251 - 500 LF	$140.00 / PER LF
	OVER 500 LF	$135.00 / PER LF
	0 - 100 LF	$165.00 / PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
6' - 8' DEPTH	101 - 250 LF	$160.00	/ PER LF
	251 - 500 LF	$160.00	/ PER LF
	OVER 500 LF	$160.00	/ PER LF
8' - 10' DEPTH	0 - 100 LF	$165.00	/ PER LF
	101 - 250 LF	$160.00	/ PER LF
	251 - 500 LF	$160.00	/ PER LF
	OVER 500 LF	$160.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
V.63	FURNISH & INSTALL CONCRETE STORM DRAIN 12"X 18" MITERED END	$1,850.00	/ PER EACH
V.64	FURNISH & INSTALL CONCRETE STORM DRAIN 14" X 23" MITERED END	$1,950.00	/ PER EACH
V.65	FURNISH & INSTALL CONCRETE STORM DRAIN 19" X 30" MITERED END	$2,150.00	/ PER EACH
V.66	FURNISH & INSTALL CONCRETE STORM DRAIN 24" X 38" MITERED END	$2,250.00	/ PER EACH
V.67	FURNISH & INSTALL CONCRETE STORM DRAIN 29" X 45" MITERED END	$2,850.00	/ PER EACH
V.68	FURNISH & INSTALL CONCRETE STORM DRAIN 34" X 53" MITERED END	$3,000.00	/ PER EACH

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION V - STORMWATER, WASTEWATER & WATER UTILITIES			
	GRATING FOR MITERED END SECTION	$2,150.00	/ PER EACH
V.69 FURNISH & INSTALL RIPRAP - FDOT SPEC 530 (2000)			
	SAND CEMENT	$300.00	/ PER CY
	RIP RAP RUBBLE	$100.00	/ PER TON
	BEDDING STONE	$85.00	/ PER TON

	C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION VI - CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS		
VI.1 MIAMI CURB AND GUTTER - Spec: Manatee County 201.1		
0 - 500 LF	$16.00	/ PER LF
501 - 2,000 LF	$14.00	/ PER LF
OVER 2,000 LF	$12.50	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
VI.2 TYPE "F" BARRIER CURB AND GUTTER - Spec: Manatee County 201.2		
0 - 500 LF	$16.00	/ PER LF
501 - 2,000 LF	$14.00	/ PER LF
OVER 2,000 LF	$12.50	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
VI.3 MODIFIED TYPE "F" CURB 201.2		
0 - 500 LF	$16.00	/ PER LF
501 - 2,000 LF	$14.00	/ PER LF
OVER 2,000 LF	$12.50	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
VI.4 TYPE "AB" MEDIAN CURB AND GUTTER - Spec: Manatee County 201.3		
0 - 500 LF	$16.00	/ PER LF

	C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION VI - CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS		
501 - 2,000 LF	$14.00	/ PER LF
OVER 2,000 LF	$12.50	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
VI.5 FDOT HEADWALLS		
ITEMS INCLUDE REBAR	$800.00	/ PER CY
VI.6 TYPE "D" HIGHBACK CURB - Spec. Manatee County 201.4		
0 - 500 LF	$16.00	/ PER LF
501 - 2,000 LF	$14.00	/ PER LF
OVER 2,000 LF	$12.50	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
VI.7 INVERTED CROWN GUTTER -Spec: Manatee County 201.5		
0 - 500 LF	$36.50	/ PER LF
501 - 2,000 LF	$32.50	/ PER LF
OVER 2,000 LF	$30.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
VI.8 TYPE "A" VALLEY CROSSING - Spec. Manatee County 201.6		
TYPE "A" VALLEY CROSSING	$36.50	/ PER LF

	C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION VI - CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS		
MIAMI CURB & GUTTER ON RADIUS	$32.50	/ PER LF
REMOVE NECESSARY PAVEMENT, BASE, CURB & GUTTER TO INSTALL NEW VALLEY CROSSING	$30.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
VI.9 TYPE "B-B & C-C" VALLEY CROSSING - Spec: Manatee County 201.6		
TYPE "B" VALLEY CROSSING	$36.50	/ PER LF
MIAMI CURB & GUTTER ON RADIUS	$16.00	/ PER LF
REMOVE NECESSARY PAVEMENT, BASE, CURB & GUTTER TO INSTALL NEW VALLEY CROSSING	$20.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
VI.10 CONSTRUCT SIDEWALK / DRIVEWAY		
2,500 PSI RANDOM x 4"	$26.00	/ PER SY
3,000 PSI RANDOM x 4"	$27.00	/ PER SY
2,500 PSI RANDOM x 4" WITH 6 x 6 #10 MESH	$28.00	/ PER SY
3,000 PSI RANDOM x 4" WITH 6 x 6 #10 MESH	$29.00	/ PER SY
2,500 PSI RANDOM x 6"	$34.00	/ PER SY
3,000 PSI RANDOM x 6"	$35.00	/ PER SY
2,500 PSI RANDOM x 6" WITH 6 x 6 #10 MESH	$36.00	/ PER SY
3,000 PSI RANDOM x 6" WITH 6 x 6 #10 MESH	$37.00	/ PER SY
5,000 PSI RANDOM x 5" WITH 2 #5 REBAR	$45.00	/ PER SY

	C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION VI - CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS		
PREPARATION (GRADING, SHAPE, BASE PREPARATION TO INCLUDE 6" FILL AND/OR EXCAVATION	$8.00	/ PER SY
ADDITIONAL FILL	$14.50	/ PER CY
ADDITIONAL EXCAVATION	$20.00	/ PER CY
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
VI.11 MISCELLANEOUS CONCRETE FORMED AND POURED		
3,000 PSI	$550.00	/ PER CY
4,000 PSI	$650.00	/ PER CY
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
VI.12 REBAR		
ITEMS TO BE USED WITH MISCELLANEOUS	$1.85	/ PER LB
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
VI.13 REMOVE CONCRETE SIDEWALK / DRIVEWAY (2500 PSI)		
4" THICKNESS:		
0 - 100 SF	$6.00	/ PER SF
101 - 250 SF	$5.00	/ PER SF
251 - 500 SF	$4.50	/ PER SF
OVER 500 SF	$4.00	/ PER SF

	C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL
SECTION VI - CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS	
6" THICKNESS:	
0 - 100 SF	$6.00 / PER SF
101 - 250 SF	$5.00 / PER SF
251 - 500 SF	$4.50 / PER SF
OVER 500 SF	$4.00 / PER SF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10 / DAYS
VI.14 REMOVE CONCRETE CURB & GUTTER	
0 - 100 SF	$10.00 / PER SF
101 - 250 SF	$9.00 / PER SF
251 - 500 SF	$8.00 / PER SF
OVER 500 SF	$7.00 / PER SF
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10 / DAYS
VI.15 CONSTRUCT ASPHALT SIDEWALK / DRIVEWAY - Price to include excavation, asphalt material, labor and equipment	NO BID
SAND ASPHALT - HOT MIX - 1200#	
4' x 4"	/ PER LF
5' x 4"	/ PER LF
6' x 4"	/ PER LF
8' x 4"	/ PER LF
4' x 6"	/ PER LF
5' x 6"	/ PER LF

	C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION VI - CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS		
6' x 6"		/ PER LF
8' x 6"		/ PER LF
ASPHALTIC CONCRETE - TYPE III		
4' x 4"		/ PER LF
5' x 4"		/ PER LF
6' x 4"		/ PER LF
8' x 4"		/ PER LF
4' x 6"		/ PER LF
5' x 6"		/ PER LF
6' x 6"		/ PER LF
8' x 6"		/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		/ DAYS
VI.16 PREPARATION FOR CURB & GUTTER (NEW NOT REPLACED)		
PREPARATION +/- 6"	$5.00	/ PER LF
ADDITIONAL FILL	$14.50	/ PER CY
ADDITIONAL EXCAVATION	$20.00	/ PER CY
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
VI.17 CONCRETE PUMPING		
CONCRETE PUMPED	$250.00	/ HOUR
CONCRETE PUMPED	$1,000.00	/ DAY
DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION VI - CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS			
VI.18	ADA TRUNCATED DOME FURNISHED/INSTALLED		
	Furnish and Install	$26.25	/ SQ FT
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	10	/ DAYS
VI.19	STANDARD MAIL BOX RELOCATE	$75.00	EACH
VI.20	IRRIGATION CAP	$10.00	EACH

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION VII - TRAFFIC CONTROL			
VII.1	FURNISH AND INSTALL AND REMOVE TEMPORARY CONCRETE BARRIER - (JERSEY BARRIER) Spec: FDOT Section 521		
	PRECAST TEMP PROTECTIONTRAFFIC CONTROL	$30.00	/ PER FT
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VII.2	GUARDRAIL - Spec: FDOT 536-1 - Price Vendor Delivered & Installed per Job Site		
	0 - 250 LF	$35.00	/ PER LF
	OVER 251 LF	$30.00	/ PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VII.3	SHOP - BENT PANELS - Specification: FDOT 536-2 - Price Vendor Delivered and Installed per Job Site		
	0 - 12.5 LF	$35.00	/ PER LF
	OVER 12.5 LF	$30.00	/ PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VII.4	SPECIAL POST (MINIMUM 2 EACH) - Spec: FDOT Section 536-7 - Price Vendor Delivered and Installed per Job Site		
	0 - 4	$500.00	/ PER EA
	OVER 4	$500.00	/ PER EA
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VII.5	TYPE IV ENDS (MIN. 2 EACH) Spec: FDOT 536-8 - Price Vendor Delivered and Installed per Job Site		
	0 - 4	$850.00	/ PER EA
	OVER 4	$650.00	/ PER EA

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION VII - TRAFFIC CONTROL			
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VII.6	GUARDRAIL POST REPLACEMENT Spec: FDOT 536-83 - Price Vendor Delivered and Installed per Job Site		
	0 - 4	$650.00	/ PER EA
	OVER 4	$650.00	/ PER EA
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS
VII.7	GUARDRAIL REMOVAL AND DEPOSAL INCLUDING POST		
	0 - 24	$100.00	/ PER LF
	OVER 24	$80.00	/ PER LF
	DELIVERY DAYS AFTER RECEIPT OF ORDER:	20	/ DAYS

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION VIII - FENCING			
FENCING - Includes furnishing all labor, materials, equipment and such miscellaneous items as necessary for complete installation of chain link fence system; fencing to be installed according to manufacturer's specifications, unless otherwise specified. Spec FDOT 550 (2016).			
VIII.1 CHAIN LINK FENCING TYPE A			
4' HEIGHT	0 - 100 LF	$30.00	/ PER LF
	101 - 500 LF	$20.00	/ PER LF
	OVER 501 LF	$16.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
VIII.2 CHAIN LINK FENCING TYPE B			
4' HEIGHT	0 - 100 LF	$30.00	/ PER LF
	101 - 500 LF	$20.00	/ PER LF
	OVER 501 LF	$16.00	/ PER LF
6' HEIGHT	0 - 100 LF	$30.00	/ PER LF
	101 - 500 LF	$20.00	/ PER LF
	OVER 501 LF	$16.00	/ PER LF
8' HEIGHT	0 - 100 LF	$30.00	/ PER LF
	101 - 500 LF	$20.00	/ PER LF
	OVER 501 LF	$16.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
VIII.3 FENCE REMOVAL AND DISPOSAL (WOOD AND CHAIN LINK)			
4' HEIGHT	0 - 100 LF	$10.00	/ PER LF
	101 - 500 LF	$9.00	/ PER LF
	OVER 501 LF	$8.00	/ PER LF

		C-Squared Certified General Contractors, Inc. 1715 67th Ave E Sarasota, FL	
SECTION VIII - FENCING			
FENCING - Includes furnishing all labor, materials, equipment and such miscellaneous items as necessary for complete installation of chain link fence system; fencing to be installed according to manufacturer's specifications, unless otherwise specified. Spec FDOT 550 (2016).			
6' HEIGHT	0 - 100 LF	$10.00	/ PER LF
	101 - 500 LF	$9.00	/ PER LF
	OVER 501 LF	$8.00	/ PER LF
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS
VIII.4 GATES			
4' HEIGHT	4' WIDE	$1,050.00	/ PER EACH
	8' WIDE	$1,250.00	/ PER EACH
	16' WIDE	$1,850.00	/ PER EACH
6' HEIGHT	4' WIDE	$1,050.00	/ PER EACH
	8' WIDE	$1,250.00	/ PER EACH
	16' WIDE	$1,850.00	/ PER EACH
8' HEIGHT	4' WIDE	$1,450.00	/ PER EACH
	8' WIDE	$1,650.00	/ PER EACH
	16' WIDE	$2,000.00	/ PER EACH
DELIVERY DAYS AFTER RECEIPT OF ORDER:		20	/ DAYS

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Manatee

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Sean D'Agostino, as [INSERT TITLE] President of [INSERT CONTRACTOR NAME] C-Squared Certified General Contractor, Inc.(hereinafter "CONTRACTOR") with full authority to bind CONTRACTOR, who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 20-TA003287CD for _____.

DATED this 17 day of August, 2020.

_____
CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 17 day of August, 2020, by [NAME] Sean D'Agostino, as [TITLE] President of [CONTRACTOR] C-Squared Certified General Contractor, Inc. He/ She is personally known to me or has produced _____[TYPE OF IDENTIFICATION] as identification.

_____
Notary Signature
Commission No. GG278844

Notary Public State of Florida
Amanda Kelly
My Commission GG 278844
Expires 03/17/2023

EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

☒ ***Automobile Liability Insurance Required Limits***

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- $1,000,000 Combined Single Limit; OR
- $ 500,000 Bodily Injury and $500,000 Property Damage
- $10,000 Personal Injury Protection (No Fault)
- $500,000 Hired, Non-Owned Liability
- $10,000 Medical Payments

This policy shall contain severability of interests' provisions.

☒ ***Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)***

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $1,000,000 Single Limit Per Occurrence
- $2,000,000 Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury Liability
- $50,000 Fire Damage Liability
- $10,000 Medical Expense, and
- $1,000,000, Third Party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

This policy shall contain severability of interests' provisions.

☒ ***Employer's Liability Insurance***

Coverage limits of not less than:

- $100,000 Each Accident
- $500,000 Disease Each Employee
- $500,000 Disease Policy Limit

☒ ***Worker's Compensation Insurance***

☐ **US Longshoremen & Harbor Workers Act**
☐ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

☐ **Aircraft Liability Insurance Required Limits**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury with no less than $100,000 per passenger each occurrence or a 'smooth' limit.
- $ General Aggregate.

☐ **Un-Manned Aircraft Liability Insurance (Drone)**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- $ General Aggregate

☐ **Installation Floater Insurance**
When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

☐ Professional Liability and/or Errors and Omissions (E&O) Liability Insurances
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- $ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- $ 2,000,000 General Aggregate

☒ **Builder's Risk Insurance**
When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than $10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

☐ **Cyber Liability Insurance**
Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Security Breach Liability
- $ Security Breach Expense Each Occurrence
- $ Security Breach Expense Aggregate
- $ Replacement or Restoration of Electronic Data
- $ Extortion Threats
- $ Business Income and Extra Expense
- $ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than $25,000.

☐ **Hazardous Materials Insurance (As Noted Below)**
Hazardous materials include all materials and substances that are currently designated

or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.
All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

☐ ***Pollution Liability***
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Asbestos Liability (If handling within scope of Contract)***
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Disposal***
When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

☐ **Hazardous Waste Transportation Insurance**
CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, per accident.

☐ **Liquor Liability Insurance**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed

and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- $1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper’s Liability Insurance**
Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

☐ **Bailee’s Customer Liability Insurance**
Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR’S care, custody and control.

☐ **Hull and Watercraft Liability Insurance**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- $ Each Occurrence
- $ General Aggregate
- $ Fire Damage Liability
- $10,000 Medical Expense, and
- $ Third Party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

☐ **Other [Specify]**

REQUIRED BONDS

☐ **Bid Bond**

A Bid Bond in the amount of $_____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of $_____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over $200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

☒ **Payment and Performance Bond**

Prior to providing services for a project pursuant to a release order over $100,000.00, a Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the release order amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over $200,000 requires a Payment and Performance Bond.

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

a. **"Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

   In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or

volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.

c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.

b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

c. The project's solicitation number and title shall be listed on each certificate.

d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.

e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.

f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.

h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR’s deductible or self-insured retention and to require that it be reduced or eliminated.

j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY’S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR’S obligation to provide and maintain the insurance coverage specified.

k. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY’S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

III. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award**. The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including **informal** pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. **The** attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award**.

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing.

Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: 17th day of August, 2020

Contractor's Name: C-Squared Certified General Contractor, Inc.

Authorized Signature: _____

Printed Name/Title: Sean D'Agostino - President

Insurance Agency: Atlas Insurance

Agent Name: Jared Hawkins

Agent Phone: 941-366-8424

Surety Agency: Atlas Insurance

Surety Name: The Ohio Casualty Insurance Company

Surety Phone: 941-366-8424

Please return this completed and signed statement with your agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Atlas Insurance Agency
7120 Beneva Road
Sarasota FL 34238

CONTACT NAME:
PHONE (A/C, No, Ext): 941-366-8424 **FAX (A/C, No):** 941-552-4127
E-MAIL ADDRESS: sbaier@atlasinsuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CSQUA-1
C-Squared Certified General Contractor, Inc
1715 67th Avenue East
Sarasota FL 34243

COVERAGES **CERTIFICATE NUMBER:** 1462492400 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: PD Deduct $500	Y		ENP0512642	1/1/2020	1/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			EBA0512642	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Personal Injury	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 0			ENP0512642	1/1/2020	1/1/2021	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is subject to policy forms, conditions & exclusions.
Agreement #20-TA003287CD, Road Building Materials and Services.
Manatee County, A Political Subdivision of the State of Florida, is included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract, with respect to the General Liability, included completed operations on a primary and non contributory basis. Thirty Days Notice of Cancellation (Ten Days for Nonpayment).

CERTIFICATE HOLDER

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue W, Suite 969
Bradenton FL 34205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, b*y in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

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2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **5. Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

H. Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

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SECTION E – TECHNICAL SPECIFICATIONS

The technical specifications provide for the clarification of what standards and specifications are to be utilized in submittal of your bid.

Where referenced the governing standards and specifications are:

FDOT specifications can be found at: http://www.dot.state.fl.us/specificationsoffice/

Manatee County Specifications (Utility Design Standards, Transportation Design Standards and Storm Water Design Standards) can be found at: http://www.mymanatee.org/home/government/departments/public-works/engineering-services/engineering-standards.html

ASTM, AASHTO, AMRL and CMEC specifications can be found at: http://www.astm.org/

Florida Building Code can be found at: http://www.floridabuilding.org/

Florida Department of Environmental Regulation can be found: http://www.dep.state.fl.us/

Florida Department of Natural Resources can be found at: http://myfwc.com/

U.S. Environmental Protection Agency can be found at: **http://www.epa.gov/**

DESCRIPTION OF WORK IN SUPPORT OF REFERENCED FDOT BID ITEMS

All FDOT referenced sections and/or bid items shall follow the specified scope in the current edition unless otherwise specified.

DESCRIPTION OF WORK IN SUPPORT OF NON – REFERENCED FDOT BID ITEMS

All non-referenced FDOT sections and/or bid items shall follow the noted specification designator.

BASIS OF PAYMENT IN SUPPORT OF REFERENCED FDOT BID ITEMS

All FDOT referenced sections and/or bid items will be paid per the appropriate unit of measure noted in the current specifications and on corresponding bid form.

BASIS OF PAYMENT IN SUPPORT OF NON - REFERENCED FDOT BID ITEMS

All bid items silent in the specifications will be paid per the item description and unit of measure noted on the corresponding bid form.

Note: Distance from Successful Bidders Plant to Manatee County Yard shall be based on Manatee County Yard located at 4680 66th ST W @ Cortez Road, Bradenton, Florida. Manatee County Yards are operational from 7:00 AM to 3:00 PM Monday through Friday, except for County holidays.

SECTION E – TECHNICAL SPECIFICATIONS

ZONES

Zones as designated as areas of the County to allow for prices various of the delivery of goods or the provision of services at different locations in a 750 + square mile county. When the bid sheet has a line item that mentions zones, it allows the bidder to use different pricing depending on where the work site is located to account for their costs.

SECTION I -- AGGREGATE

DESCRIPTION OF WORK

The work specified in this section shall reference FDOT specifications and American Society for Testing and Materials (ASTM) requirements as listed on Bid Form with the exception of I.16.

(I.16) CRUSHED CONCRETE BASE

The work specified in the bid item includes Crushed Concrete Base to follow FDOT Standard Specifications 2007 (rev 8-07) except that the Limerock Bearing Ratio (LBR) shall be minimum 150. The layer coefficient of 0.18 with LBR minimum150 is allowed to calculate the base thickness.

Only FDOT certified piles are acceptable to this solicitation. The producing process certified by FDOT without the actual pile certified is not considered solid enough for the acceptance of the material. The Successful Bidder shall provide the County deliver tickets with FDOT certified pile number, pile location, project name and manufactory contact information shown.

Additional tests and pile inspections will be required for the quality control and the Successful Bidder will be responsible for the cost of the initial ten tests and any re-tests when needed. The material will be rejected by the County if the initial test fails. The rejected material shall be completely removed from the project site.

1) Regarding structural number on Crushed Concrete Base, Manatee County to approve SN 0.18 if following criteria is met and maintained:

   A) Limerock Bearing Ratio value of 150 or greater.
   B) Gradation conforms to FDOT Specifications 2007 (rev 8-07).
   C) Deleterious materials conform to FDOT Specifications2007 (rev 8-07)
   D) Delivery ticket indicates FDOT approved source, actual lot allocated to a particular project.
   E) Piles or lots to be inspected by Manatee County representative prior to acceptance.

SECTION E – TECHNICAL SPECIFICATIONS

2) Regarding Limerock Bearing Ratio value:

A) No Limerock Bearing Ratio value less than 150, with no under tolerance.

3) Regarding source approval:

A) FDOT approved source, allocated lot sufficient to serve County needs, delivery tickets stating FDOT approved source, project name, and FDOT preapproved lot or pile number.

4) Regarding deleterious materials:

A) Deleterious material content in addition to the FDOT Specifications2007 (rev 8-07) should state that no construction debris such as Styrofoam insulation, telephone wire, lumber, shingles, aluminum window or door frames etc., or household trash, ie: bottles, cans, paper goods etc. is acceptable.

5) Material source inspection:

A) Prior to acceptance of base product, a representative of Manatee County will visit the Producer's location and obtain a sample of the proposed base for the specified project. In addition to sampling, the pile will be visually inspected for deleterious materials, substantial segregation, or any other undesirable characteristics. The pile shall have a traceable identification by pile number or lot number and an accurate quality assessment.

6) Import and placement of base product:

A) During import of base product, a county inspector or duly designated representative of the county will be onsite monitoring incoming loads, making visual assessments of the product and checking load tickets for verification of materials.

B) After spreading out, prior to compacting, samples of the base product will be obtained by Manatee County approved testing lab, every 500 LF staggering right, left, center of the roadway for Limerock Bearing Ratio, gradation and deleterious material testing.

7) Rejection of materials:

A) Material not meeting above requirements will be subject to rejection and be removed from the project site. Any three (3) concurrent rejections will require immediate shut down of imported material and require review and remedies prior to restart.

SECTION E – TECHNICAL SPECIFICATIONS

8) Compaction of material:

A) In place material shall achieve 98% of AASHTO T-180 compaction.

(I.16) BASIS OF PAYMENT

All bid items specified shall be paid under the ton pay item for Crushed Concrete Base on the Bid Form.

SECTION II - LIQUID ASPHALT

DESCRIPTION OF WORK

The work specified in this section shall reference FDOT Section 300 Prime and Tack Coats.

BASIS OF PAYMENT

All bid items specified shall be paid under the gallon pay item for Liquid Asphalt on the Bid Form.

SECTION III – PAVEMENT BASE CONSTRUCTION

DESCRIPTION OF WORK

The work specified in this section shall reference FDOT specifications, Manatee County Specifications (Utility Design Standards, Transportation Design Standards and Storm Water Design Standards) and specified heavy equipment models as listed on the Bid Form. The following bid items III.4, III.5, III.7, III.8, III.9, III.10, III.11, III.12 reference see specification.

(III.4) EXCAVATION (DIRT REMOVAL)

The work specified in this section includes excavation involving the excavation and utilization or disposal of all materials necessary for the construction of the project.

This includes both roadway and subsoil excavation.

(III.4) BASIS OF PAYMENT

All bid items specified shall be paid under the cubic yard pay items for Excavation (Dirt Removal) and Special Excavation Removal of Deleterious Materials Loading and Hauling on the Bid Form.

SECTION E – TECHNICAL SPECIFICATIONS

(III.5) GRADE AND SHAPE FORESLOPE, BACKSLOPE, & PULLING OF DITCHES

The work specified in this section includes all equipment and labor required to establish new ditches to grade, place, shape, compact both foreslope and backslope as required to insure proper drainage. This item does not include fill material or sod.

(III.5) BASIS OF PAYMENT

The bid item specified shall be paid under the square yard pay item for Grade and Shape Foreslope, Backslope, & Pulling of Ditches on the Bid Form.

(III.7) FILL DIRT PLACING (PLACE, SHAPE AND COMPACT FILL)

The work specified in this section consists of the placing of fill dirt to address transitions in elevations to natural ground.

(III.7) BASIS OF PAYMENT

All bid items specified shall be paid under the cubic yard pay item for Fill Dirt Placing on the Bid Form.

(III.8) DESCRIPTION OF WORK for HYDRO-SEEDING and HYDRO-MULCHING

The work specified in this section includes the furnishing of all labor, equipment and material required to grass by either regular or Hydro-Seeding and Hydro-Mulching shoulders, slopes and other designated areas. This includes all seed, fertilizer, mulch and water required for the slurry mix. Work shall include final preparation of the ground for seeding. Hydro Seeding for grassing on the right-of-way of Manatee County highways. Basic specification for this work is Florida Department of Transportation's Standard Specifications for Road and Bridge Construction - 2007.

WATER (Reference III.12)

The quantity of water ordered at the specific time of its being applied will be paid for separately per thousand gallons actually applied. This in accordance with Paragraph 570-6.6 of the FDOT specifications.

The following water schedule should be planned in case rain does not provide the necessary moisture. One and one-half to two gallons per square yard shall be applied twice weekly for three weeks or until such time as the roots are well established. An example of a wetting agent such as "Aquagro" shall be added. (http://tirmsdev.com/Aquatrols-Corporation-of-America-Inc-AquaGro-2000G-p12080)

FERTILIZER

Must adhere to Manatee County Fertilizer Ordinance 11-21. (Attachment “F”- end of document).

MULCH (part of III.8)

Cellulose fiber - 1000/1300 pounds per acre; soil binder 5 to 40 pounds acre may be added on steep slopes. Soil binder will be paid separately.

SECTION E – TECHNICAL SPECIFICATIONS

GRASS SEED (part of III.8)

Permanent Grass Seed:

1. 40/100 pounds per acre - Pensacola Bahia
2. 10/20 pounds per acre - Bermuda

Starter Grass Seed:

1.	May 1 through October 15	- Millet 40 pounds per acre
2.	April, October 15 to November	- Millet 20 pounds - Rye 20 pounds
3.	November 15 through March 31	- Rye 40 pounds per acre

(III.8) BASIS OF PAYMENT

All bid items specified shall be paid under the square yards pay item for hydro-seeding and hydro-mulching on the Bid Form.

(III.9) (BAHIA), (III.10) (ST. AUGUSTINE), (III.11) (BERMUDA) REFERENCE SODDING (FDOT 2007 edition) AND (III.12) WATER FOR SEEDING, SODDING & TREES

DESCRIPTION OF WORK.

The work specified in this section includes establishing a stand of grass within the specified areas, by furnishing and placing sod, and rolling, fertilizing, watering, and maintaining the sodded areas to ensure a healthy stand of grass.

Materials

Meet the following requirements:

Sod.....981-2 (FDOT 2007)

Construction Methods for (III.9, III.10, III.11 and III.12)

Preparation of Ground: Scarify or loosen the areas requiring sod to a depth of 6 inches. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may authorize the elimination of the ground preparation. Limit preparation to those areas that can be sodded within 72 hours after preparation. Prior to sodding, thoroughly water areas and allow water to percolate into the soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

Placing Sod: Place sod immediately after ground preparation. Do not use sod which has been cut for more than 72 hours. Stack all sod that is not planted within 24 hours after cutting and maintain proper moist condition. Do not sod when weather and soil conditions are unsuitable for proper results. Pre-wet the area prior to placing sod. Do not place sod on eroded or washed out sites. Place the sod on the prepared surface, with edges in close contact, and embed it firmly and smoothly by light tamping with appropriate tools.

SECTION E – TECHNICAL SPECIFICATIONS

Place the sod to the edge of all the paving and shrub areas and 1 inch below adjoining pavement with an even surface and edge. Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge. Roll using a lightweight turf roller. Provide a true and even surface without any displacement of the sod or deformation. Where sodding in drainage ditches, stagger the setting of the sod pieces to avoid a continuous seam along the line of flow. Ensure that the offsets of individual strips do not exceed 6 inches. Tamp the outer pieces of sod to produce a featheredge effect. Peg sod at locations where the sod may slide. Drive pegs through sod blocks into firm earth, at intervals approved by the Engineer. Remove any sod as directed by the County.

(III.12) Watering: Thoroughly water the sod immediately after placing. Do not water in excess of 1 inch per week for establishment.

Maintenance: Maintain the sodded areas in a satisfactory condition until final acceptance of the project. Include in such maintenance the filling, leveling, and repairing of any washed or eroded areas, as may be necessary. The County will pay for resodding necessary due to factors determined **collectively** to be beyond the control of the Successful Bidder. Mow the sodded areas to a height of 6 inches when competing vegetation height exceeds 20 inches in height. Monitor placed sod for growth of pest plants and noxious weeds. If pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod, treat affected areas by means acceptable to the County at no expense to the County.

Method of Measurement (III.9, III.10 and III.11)
The quantities for the referenced items, completed and accepted are:

(1) The area, in square yards, of sodding.

(III.9, III.10, III.11 and III.12) BASIS OF PAYMENT
All bid items specified shall be paid under the square yard pay item except for (III.12) which will be paid under the gallon pay item on the Bid Form.

(III.13) PAVEMENT REMOVAL
The work specified in this section includes all equipment and labor required to excavate, remove and dispose of asphalt surface or base and sub-base.

(III.13) BASIS OF PAYMENT
All bid items specified under (Pavement Removal) shall be paid under square yards pay item noted on the Bid Form.

(III.19) REWORKING AND SHOULDER SODDING ON EXISTING FACILITIES
The work specified in this section includes all equipment, labor and material to repair re-establish or to insure proper drainage along existing shoulders, county rights of way or facilities and establish a strand of grass. Price is to include sod.

SECTION E – TECHNICAL SPECIFICATIONS

(III.19) BASIS OF PAYMENT

All bid items specified under (Removal and Shouldering Sodding on Existing Facilities) shall be paid under the square yard pay item noted on the Bid Form.

(III.20) CLIPPING OF SHOULDER AND CLEANUP FOR RESURFACING

The work specified in this section includes all equipment and labor required to address shoulder directly parallel to paving projects and establish edge of pavement, removal of excess material and the pull back and cleanup of the clipped shoulder.

(III.20) BASIS OF PAYMENT

All bid items specified under (Clipping of Shoulder and Cleanup for Resurfacing) shall be paid under lineal foot for each shoulder clipped.

(III.21) CLIPPING SHOULDER AND REMOVAL OF MATERIAL TO ESTABLISH DRAINAGE FINISHED SURFACE TO BE SODDED OR HYDRO

The work specified in this section includes all equipment and labor required to remove and re-establish proper drainage along county roads. This includes the loading, hauling and disposal of material paid at truck measure per CY removal and per LF for each shoulder clipped. The finished grading will be uniform and ready for sodding or Hydro seeding. Price does not include sodding or Hydro seeding.

(III.21) BASIS OF PAYMENT

All bid items specified under (Clipping Shoulder and Removal of Material to Establish Drainage Finished Surface to be sodded or Hydro) shall be paid under lineal foot/cubic yard for pay item noted on the Bid Form.

(III.22) COLD MIX IN PLACE INJECTION OF EXISTING UNPAVED ROADS BASE STABILIZATION

The work specified in this section includes all equipment, labor and material required to stabilize an unpaved road base to a depth of 8”. The testing of existing material, the design mix may require additional materials as part of the process under this task. These items are:

Additional aggregate materials paid for in Tons,

Emulsified Asphalt, paid for in Gallons,

Additives such as Portland cement or liquid asphalt, paid for in Tons.

and design mix for base stabilization will be included in the SY cost and finished base stabilization will meet FDOT Section 285 Optional Base Group standards.

(III.22) BASIS OF PAYMENT

All bid items specified under (Cold Mix in Place Injection of Existing Unpaved Roads Base Stabilization) shall be paid under respective pay item noted on the Bid Form.

SECTION E – TECHNICAL SPECIFICATIONS

(III.23) COLD RECYCLED BITUMINOUS BASE COURSE

The work specified in this section includes the in-place construction of a Cold In-Place Recycled (CIR) Bituminous Pavement Layer and shall consist of pulverizing, crushing, and screening of the in- situ bituminous materials to the depth and width shown on the plans. An emulsified asphalt binder agent, water, and other additives, if required, will then be incorporated into the pulverized material and thoroughly mixed. This material will then be spread and compacted in accordance with the plans and specifications and as directed by the County. It is the intent of this Blanket Purchase Order to recycle 100% of the existing asphalt pavement. This will include, but is not limited to, all existing asphalt pavement adjacent to all concrete curbing, storm sewer inlets, manholes, sanitary sewer manholes, and all utility valve boxes. The existing asphalt pavement in the above-described locations must be included in the recycling process in order to construct a bituminous pavement layer uniform in thickness throughout 100% of the proposed area.

Materials

Asphalt Emulsion: The type of asphalt emulsion to be used shall be determined by the mixture design. Bituminous material shall conform to the applicable requirements of the 2010 *FDOT Standard Specifications for Road and Bridge Construction, Section 916***.** A representative from the asphalt emulsion supplier will be at the job site at the beginning of the project to monitor the characteristics and performance of the asphalt emulsion. Throughout the job, the representative will be available to monitor the project and make adjustments to the asphalt emulsion formulation as required.

Cold Pulverized Material: The cold pulverized recycled asphalt pavement (hereinafter referred to as RAP) material shall meet the following gradation requirement prior to the addition of the asphalt emulsion.

1) STANDARD		***2) METRIC***	
Sieve Size	%Passing	Sieve Size	%Passing
1.25”	100	31.5 mm	100

Note: The compacted pavement layer shall be placed at a thickness of a minimum of two (2) times the nominal size of the crushed RAP or 2.5 inches, whichever is greater, and to a maximum of 5 inches.

Mixture Design

A preconstruction mix design(s) shall be submitted to the County by the CIR Successful Bidder using materials obtained directly from the project site prior to construction. Mix design formulations shall be conducted in accordance with the guidelines located in *Appendix 1- Mix Design Procedures for CIR*. Permission to obtain materials from roadway must first be obtained from the County. All core holes must be immediately patched with cold patch. The mix design testing shall be conducted by an AASHTO Materials Reference Laboratory (AMRL) accredited laboratory. Based on RAP consistency throughout project limits, more than one mix design may be required.

SECTION E – TECHNICAL SPECIFICATIONS

The mix design(s) shall be signed and sealed by a registered professional engineer and meet the Mix Design Performance Criteria of *Table 1* and be approved by the County prior to construction.

Table 1 – Mix Design Performance Criteria		
100 mm specimens shall be prepared in a Superpave Gyratory compactor. The mixture should meet the following criteria at the selected design asphalt emulsion content:		
Property	***Criteria***	***Purpose***
Compaction effort, Superpave Gyratory Compactor AASHTO T312	1.25° angle, 600 kPa stress, 30 gyrations	Density Indicator
Density, ASTM D2726 or equivalent	Report	Compaction Indicator
Gradation for Design Millings, ASTM C117	Report	
*Marshall stability, ASTM D6926, D6927, 40°C	1,250 lb min.	Stability Indicator
**Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T283 - Retained stability based on cured stability	70 % min.	Ability to withstand moisture damage
Indirect Tensile Test, AASHTO T322, Modified in *Appendix 2*	See Note in *Appendix 2*	Cracking (Thermal)
Raveling Test of Cold-Mixed Bituminous Emulsion Samples ASTM D7196, Modified in Appendix 3, 10ºC and 50% humidity	2% max.	Raveling Resistance
** Cured stability tested on compacted specimens after 60°C (140°F) curing to constant weight.*		
***Vacuum saturation of 55 to 75 percent, water bath 25°C 23 hours, last hour at 40°C water bath*		

Other Additives: If necessary, additives may be used to meet the requirements in Table 1. In the case that an additive is used, the type and allowable usage percentage must be described in the submitted design recommendation.

Addition of Imported Crushed Reclaimed Asphalt Pavement (RAP) Material: If available, imported RAP material may be added at the discretion of the County if the RAP material meets the requirements in *Table 2*. The crushed RAP shall be free from vegetation and all other deleterious materials, including silt and clay balls.
It shall meet the requirements for Deleterious Materials given in *Table 2*. The crushed RAP shall not exceed the maximum size requirement in Section 334-2.3 and when blended with the design millings, shall produce a product which meets the specifications given in *Table 1*.

SECTION TECHNICALSPECIFICATIONS

Table 2 - Imported Crushed RAP Criteria		
Property	***Method***	***Limit***
Deleterious Materials: Clay Lumps and Friable Particles in Aggregate, %	ASTM C 142 or AASHTO T112	0.2% maximum
Maximum size and Distribution	ASTM C 136 or AASHTO T 27	Section 334-2.3

Additional Aggregate: Based on the results of mix design testing or other requirements, the CIR Successful Bidder shall determine if additional aggregate ("add-rock") is required to comply with mix design performance criteria specified in *Table 1*. Any additional aggregate shall meet the criteria specified in *Table 3*, and it shall be graded to produce a pavement layer which meets the mix design performance criteria specified in *Table 1.*

Table 3 - Additional Aggregate Criteria		
Property	***Method***	***Limit***
Los Angeles abrasion value, % loss	AASHTO T96	40% maximum
Sand Equivalent,%	ASTM D2419	60% minimum
Maximum size and Distribution	ASTM C 136 or AASHTO T 27	Section 334-2.2
Water absorption %	AASHTO T 85	5%_ maximum

Equipment: Maintain all equipment in a satisfactory operating condition and in accordance with the 2010 FDOT Standard Specifications for Road and Bridge Construction, Section 100. The Cold In-Place Recycling shall be conducted with the equipment specified herein.

Milling Machine: A self-propelled cold milling machine that is capable of pulverizing the existing bituminous material in a single pass to the depth shown on the plans and to a minimum width of not less than 10 feet (3.05 m). The machine shall have automatic depth controls to maintain the cutting depth to within ± ¼ in (6 mm) of that shown on the plans and shall have a positive means for controlling cross slope elevations. The use of a heating device to soften the pavement will not be permitted.

Material Sizing Unit: A material sizing unit having screening and crushing capabilities to reduce the pulverized bituminous material to the size required by Section 334-2.3 prior to mixing with asphalt emulsion. The screening and crushing unit shall have a closed-circuit system capable of continuously returning oversized material to the crusher. All of the RAP (100%) shall be processed to the maximum size requirements as specified.

Mixing Unit: A mixing unit equipped with a belt scale for the continuous weighing of the pulverized and sized bituminous material and a coupled/interlocked computer controlled liquid metering device.

SECTION E – TECHNICAL SPECIFICATIONS

The mixing unit shall be an on-board completely self-contained pugmill. The liquid metering device shall be capable of automatically adjusting the flow of asphalt emulsion to compensate for any variation in the weight of pulverized material coming into the mixer. The metering device shall deliver the amount of asphalt emulsion to within ± 0.2 percent of the required design amount by weight of pulverized bituminous material (for example, if the design requires 3.0 percent, the metering device shall maintain the emulsion amount between 2.8 percent and 3.2 percent). The asphalt emulsion pump should be of sufficient capacity to allow emulsion contents up to 3.5% by weight of pulverized bituminous material. Also, automatic digital readings will be displayed for both the flow rate and total amount of pulverized bituminous material and asphalt emulsion in appropriate units of weight and time.

Pick-Up Machine: A pick-up machine may be used for transferring the recycled material from the windrow to the receiving hopper of the bituminous paver. The pick-up machine shall be capable of removing the entire windrow down to the remaining underlying material.

Bituminous Paver: A self-propelled conventional bituminous paver having electronic grade and cross slope control for the screed shall be utilized. The equipment shall be of sufficient size and power to spread and lay the mixture in one smooth continuous pass to the specified section and according to the plans.

Additive Metering Devices: Any additives such as water, lime slurry, etc. added by the equipment in FDOT sections 3.1-3.6 at the mill head or mixing unit shall be controlled through liquid metering devices capable of automatically adjusting for the variation in the weight of the pulverized material going into the mixing unit.

The metering devices shall be capable of delivering the amount of additive to within +/- 0.2 percent of the required design amount by weight of the pulverized bituminous material. A capability of adding up to 5% water by weight of the pulverized bituminous material, if necessary based on environmental and material requirements, is required. It will not be required to meter the water added at the milling machine to control dust in the screens, belts, or crusher/material sizing unit.

Rollers: All rollers shall be self-propelled. The number, weight and types of rollers shall be as necessary to obtain the required compaction. Employing at least one pneumatic-tired roller shall have a minimum gross operating weight of not less than 50,000 lbs. (22,600 kg) is recommended. Pneumatic rollers must have properly working scrapers and water spraying systems. In addition, employing at least one double drum vibratory steel-wheeled roller shall have a gross operating weight of not less than 20,000 lbs. (9,000 kg) and a width of 78 inches (1980 mm) is recommended. Double drum vibratory rollers must have properly working scrapers and water spraying systems.

Power Broom - A self-propelled power broom for removal of loose particles and other materials from the Recycled Pavement Layer surface shall be utilized. The broom shall have positive control on the downward pressure applied to the surface.

SECTION E – TECHNICAL SPECIFICATIONS

Construction Methods

Removal of Vegetation: Grass and other vegetation shall be removed from the edge of the existing pavement to prevent contamination of the pulverized bituminous material during the milling operation.

Milling: The existing pavement shall be milled to the required depth and width as indicated on the plans. Recycling shall be in a manner that does not disturb the underlying material in the existing roadway. The milling operation shall be conducted so that the amount of fines occurring along the vertical faces of the cut will not prevent bonding of the cold recycled materials. Use a small milling machine, if necessary, to mill longitudinally to the required depth as indicated on the plans along all curbs and gutters, utilities, inlets, around all manholes and any other structures not accessible or practical to be milled by the milling/mixing machine utilities.
The millings produced by the small mill will be the same as the large mill and of equal gradation to produce a uniform recycled pavement layer. Inlets/Catch Basins must be covered during the milling and recycling operation to prevent milled material from entering the catch basin area where it could contaminate and/or block the storm water system.

Processing: The pulverized bituminous material shall be processed by screening and crushing to the required gradation specified in FDOT Section 334-2.2. When a paving fabric is encountered during the CIR operation, the Successful Bidder shall make the necessary adjustments in equipment or operations so that at least ninety percent (90%) of the shredded fabric in the recycled material is no more than 5 in^2 (3200 mm^2). Additionally, no fabric piece shall have any dimension exceeding a length of 4 inches (100 mm). These changes may include, but not be limited to, adjusting the milling rate and adding or removing screens in order to obtain a specification recycled material.

The Successful Bidder shall be required to waste material containing over-sized pieces of paving fabric as directed by the County When the Successful Bidder is aware that paving fabric exists, such as indicated on the plans, the Successful Bidder will not receive additional payment. However, if the Successful Bidder is not made aware of the paving fabric, than the Successful Bidder shall receive additional payment for any necessary adjustments in equipment and operations.

Mixing: The recycled material shall be produced through a mixing unit capable of processing the pulverized material, asphalt emulsion and any additives to a homogeneous mixture. The asphalt emulsion shall be incorporated into the pulverized bituminous material at the initial rate determined by the mix design(s) and approved by the County.

SECTION E – TECHNICAL SPECIFICATIONS

Spreading: The material shall be spread using a self-propelled paver meeting the requirements of either paver in FDOT Sections 334-3.5 or 334-3.6. Heating of the paver screed will not be permitted. A pick-up machine may be used to transfer the windrowed material into the paver hopper if using a conventional paver as listed in FDOT Section 3.5. The pickup machine must be within 150 feet (45 m) of the mixing unit described in FDOT Section 334-4.4. The recycled material shall be spread in one continuous pass, without segregation and to the lines and grades established by the County.

Compaction: Compaction of the recycled mix shall be completed to thickness requirements of FDOT Section 334-2.2. During initial construction, rolling patterns and sequences shall be established through the construction of a control strip, approximately 400 feet in length and produced with the CIR equipment within the pavement section, to determine procedures that result in optimum compaction. Passes with various combinations of rollers and relative increases in density with roller passes shall be evaluated. The number of passes that results in no further increase in wet density and achieves the degree of compaction specified in FDOT *Section 334-5.8* shall be selected as the rolling pattern and will establish a target wet density. Degree of compaction and wet density shall be measured using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode.

Commence rolling once the emulsion has started to break. In all cases, the longitudinal joint must first be rolled followed by the rolling pattern established by the test strip. The selected rolling pattern shall be followed unless changes in the recycled mix or placement conditions occur and the established rolling pattern is causing damage to the mat or the required degree of compaction in unachievable.

These circumstances require the establishment of new rolling patterns and sequences through the construction of a new control strip. Rolling should start no more than 30 minutes behind the paver. Finish rolling should be completed no more than one hour after milling is completed. The following is the recommended rolling procedure:

Employ rollers meeting the requirements of FDOT Section 334-3.7. The longitudinal joint shall first be rolled followed by the rolling pattern established by the test strip. The initial pass for the rolling pattern established by the test strip should begin on the low side and progress to the high side by overlapping of longitudinal passes parallel to the pavement centerline. Rollers shall be operated at speeds appropriate for the type of roller and necessary to obtain the required degree of compaction and prevent defects in the mat. Rolling shall be continued until no displacement is occurring or until the pneumatic roller(s) is (are) walking out of the mixture. Final rolling to eliminate pneumatic tire marks and to achieve density shall be done by double drum steel roller(s), either operating in a static or vibratory mode. Vibratory mode should only be operated at a speed, frequency and amplitude shown not to damage the pavement.
When possible, rolling shall not be started or stopped on uncompacted material but with rolling patterns established so that they begin or end on previously compacted material or the existing pavement.

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Return of Traffic: After the completion of compaction of the recycled pavement layer, no traffic, including that of the Successful Bidder, shall be permitted on the completed recycled material for at least two (2) hours. After two hours rolling traffic may be permitted on the recycled material. This time may be adjusted by the County to allow establishment of sufficient cure so traffic will not initiate raveling. After opening to traffic, the surface of the recycled pavement layer shall be maintained in a condition suitable for the safe movement of traffic. All loose particles that may develop on the pavement surface shall be removed by the CIR Successful Bidder by power brooming.

Protection and Damage: Protect the recycled pavement layer in accordance with the *2007 FDOT Standard Specifications for Road and Bridge Construction, Section 330-13*. Any damage to the completed Cold in Place Recycled bituminous material shall be repaired by the Successful Bidder prior to the placement of the hot mix asphalt concrete surface course, or other applicable surface treatment, and as directed by the County. Damage unrelated to Successful Bidder construction procedures or quality of work, such as due to poor base conditions, shall be paid for under the pay item, "Recycled Material Patching."

Finished Recycled Pavement Layer Smoothness: The completed cold recycled pavement layer surface shall not vary more than ¼ in (6 mm) from the lower edge of a 10-foot (3-meter) straight edge placed on the surface parallel and transversely to the centerline at locations selected by the County Irregularities exceeding the specified limit shall be corrected at the expense of the Successful Bidder by grinding/cold milling or leveling with cold or hot mix asphalt. The corrected areas shall be retested to determine compliance with smoothness.

Curing: Prior to placing the hot mix asphalt concrete surface course, or other applicable surface treatment, the recycled pavement layer shall be allowed to cure until the moisture of the material is reduced to 2.0 percent or less, or until approval of the

County. Under dry conditions, the Cold In-Place Recycled pavement layer should meet the moisture requirements within 48 hours.

Quality Control

Experience: All contractors and their subcontractors shall be FDOT prequalified in the work classes of drainage, flexible paving, grading, and hot plant–mixed bitum. courses. Before work begins, Successful Bidder shall submit a minimum of five CIR project references from a City or County in the State of Florida, that have been completed within the past three years. Successful Bidder shall submit detailed information regarding the staff that they propose for this project. The contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Before work begins, the Successful Bidder shall have in their possession two (2) or more CIR machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for denial of work to Contractor.

SECTION E – TECHNICAL SPECIFICATIONS

Successful Bidder Responsibility: The Successful Bidder shall be responsible for providing field and laboratory quality control testing of materials during construction. The County may conduct sampling and testing whenever or as often as desired for verification purposes. The Successful Bidder shall acquire an adequate amount of material for each sample to be tested in the laboratory so that an ample amount of material is left over in case of the need for resolution testing. Resolution testing will be required and provided at the expense of the Successful Bidder if similar laboratory samples tested by the Successful Bidder and the County do not coincide within reasonable values as determined by the County. The resolution laboratory will be selected by the County and the testing results provided by this lab will be used for materials acceptance purposes.

All materials testing laboratories shall be accredited by the AASHTO Materials Reference Laboratory (AMRL) or Construction Materials Engineering Council (CMEC). The Successful Bidder shall submit all documentation of field inspection and laboratory testing results required herein to the County prior to payment and upon request. Copies of all delivery tickets and notes regarding any materials brought to the project site shall be given to the County upon delivery to the project site. These tickets shall be signed by an approved representative of the Successful Bidder at the time of delivery.

Crushed RAP Material Sizing: A sample shall be obtained from the receiving hopper of the paver each ½ mile (0.8 km) before the addition of emulsion and screened using a 1.25 in. (31.5mm) sieve (or smaller sieve if required) to determine maximum particle size requirement compliance. Additionally, two gradations shall be performed at approximately the middle and end of each day's production and in accordance with AASHTO T27 or ASTM C136 on the moist millings using the following sieves: 1.25 inch, 1.0 inch, ¾ inch, ½ inch, 3/8 inch, No.4, No.8, No.16, and No.30. The resulting gradations shall be compared to the mix design gradations to determine any necessary changes to emulsion content. Gradation results shall be shared with the County by the end of the following day. Sampling procedures shall be in accordance with ASTM D979 or AASHTO T168.

Asphalt Emulsion: The asphalt emulsion shall be received on the job site within the temperature ranges specified by the emulsion supplier. The emulsion supplier shall provide testing results for each shipment indicating the emulsion is in compliance with the criteria specified in *Table 4*. The County may require the Successful Bidder to obtain emulsion samples from each shipping trailer prior to unloading into the Successful Bidder's storage units for quality control testing if desired. The testing shall meet the following requirements:

Table 4 – Emulsion Criteria

Property	***Method***	***Limit***
*Residue from distillation, %	ASTM D244	64.0 to 66.0 %
*Oil distillate by distillation, %	ASTM D244	0.5% maximum
Sieve Test, %	ASTM D244	0.1% maximum
**Residue Penetration, 25°C, dmm	ASTM D5	-25 to +25%
**Modified ASTM D244 procedure – distillation temperature of 177°C with 20 minute hold.*		

**To be determined during CIR design phase prior to emulsion formulation and manufacture for project. Penetration value range will be determined and submitted to the County for approval prior to project start*

Asphalt Emulsion Content and Yield: Total emulsion quantity and yield shall be monitored and recorded daily and for each segment in which the target emulsion percentage is adjusted. This information shall be gathered from the calibrated emulsion metering device. Emulsion content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist.

Water Content and Yield: Total water quantity and yield shall be monitored and recorded daily and for each segment in which the target water percentage is adjusted. This information shall be gathered from the water metering device. Water content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist. Water content adjustments shall also be made based on mixture consistency, coating, and dispersion of the recycled materials.

Mixture Testing: At the discretion of the County and if the recycled pavement layer quality and workmanship seem suspect, the Successful Bidder may be required to sample, in accordance with ASTM D3665 and D979, the recycled mixture for determining compliance with design criteria specified in *Table 1*. If samples of the recycled asphalt pavement mixture are taken after the addition of additives and e emulsion, the specimens must be compacted within 15 minutes of sampling and tested as required in *Table 1*. If the recycled mixture is sampled prior to the addition of additives and emulsion, the sample must immediately be transferred to air-tight plastic container to prohibit loss of moisture. Samples must be mixed in the laboratory with the field additives and emulsion within 24 hours and tested as required in *Table 1*.

Depth of Pulverization (Milling): The depth shall be checked and recorded daily and every 1/8 mile (0.2 km).on both outside vertical faces of the cut. Measure depth by placing a rigid measuring device perpendicular to the bottom of the milled surface and near the vertical faces of the cut.

Compacted Density: Degree of compaction of the recycled pavement layer shall be monitored for compliance with target wet density established during the initial control strip construction. Wet density shall be determined every 1/4 mile (0.4 km) using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode. Ensure that all nuclear gauges are operated by licensed individuals and have been calibrated within the last 12 months. The acceptable degree of compaction shall be 96 to 98 percent of target wet density. Care shall be taken not to over-roll the mat based on visual observations of check cracking or shoving. A new control strip and target density shall be established if the consistency of the material being recycled changes. The County shall be notified prior to the construction of a new control strip.

Cross-Slope and Smoothness: The recycled pavement layer cross slope shall be checked regularly during spreading. A cross-slope of 2 %, unless otherwise specified in the construction plans, shall be maintained through the length of the project. When the difference between the measured cross slope and designed cross slope exceeds +/- 0.2% for travel lanes and +/ 0.5% for shoulders, operations shall be stopped until corrective actions are taken to bring the cross slope into an acceptable range. The recycled

pavement layer shall be checked for smoothness regularly behind the paver and after rolling. The smoothness shall not vary more than ¼ in (6 mm) from the lower edge of a 10-foot (3-meter) straight edge placed on the surface parallel and transversely to the centerline after rolling is completed.

Correct all deficiencies in excess of ¼ in (6 mm) and retest to verify smoothness adequacy. It is recommended that the edge of the mat be rolled first and progress to the center or high side to prevent excessive edge sloughing.

Table 5 – Quality Control Testing and Inspection Criteria		
Property	***Method***	***Limit***
RAP Maximum Particle Size	ASTM C 136 or AASHTO T27	Section 334-2.2
RAP Particle Size Distribution	ASTM C 136 or AASHTO T27	Determined by Mix Design(s)
Emulsion and Water Yield	Calibrated Metering Device	Determined by Mix Design(s)
*Mixture Testing	Table 1	Table 1
**Depth of Milling	Section 334-5.7	Determined by Mix Design(s)
Compacted Density	ASTM D2950	96 to 98% of target density
Cross-Slope	FM 5-509	2% unless otherwise indicated
Smoothness	FM 5-509	Maximum 0.25 in (6 mm) deviation from planeness
**Mixture Testing frequency shall be at the County's discretion*		
***Depth of Milling may need to be adjusted for localized unexpected pavement conditions*		

Weather Limitations: Cold In-Place recycling operations shall be completed when the atmospheric temperature measured in the shade and away from artificial heat is at least 50^0 F (10°C). Also, the weather shall not be foggy or rainy. The weather forecast shall not call for freezing temperature within 48 hours after placement of any portion of the project.

Measurement

(III.23) COLD RECYCLED BITUMINOUS BASE COURSE

The Cold In-Place Recycling (CIR) work will be measured by the square yard of the completed sections for the depth specified. The asphalt emulsion will be measured by the ton or gallon. Additional aggregate, additional reclaimed asphalt pavement (RAP) materials and other additives will be measured by the ton (or metric ton). Water used in this operation will not be paid for directly but shall be considered incidental to this bid item.

All haul vehicles (emulsion, concrete, dump) must have a day of job weigh ticket before being used on project.

SECTION E – TECHNICAL SPECIFICATIONS

(III.24) SURVEYING

The work specified in this section includes all equipment, labor and material required for a Florida Licensed Surveyor to establish grade lines, boundaries, rights of way, geometric layout, plan, and profile drawings, staking, etc. on construction projects. This cost does not include record drawings. No research or office work will be paid unless approved in writing prior by the project manager. It is the intent of this to be used for field work..

(III.25) TREE REMOVAL & DISPOSAL

The work specified in this section includes all equipment and labor required to remove, load and dispose of the entire tree from the ground up based on the width of the tree at a height of 6' off the ground. Stump grinding is not included in this price.

(III.26) 6' CONCRETE CURB STOPS

The work specified in this section includes furnishing and installation of concrete curb stops. Curb stop must meet the most current Florida Building codes.

SECTION IV - BASE & SURFACE CONSTRUCTION

(IV.2) SAND-ASPHALT HOT MIX – SAND-ASPHALT HOT MIX – 1200# STABILITY

The work specified in this section includes constructing a sand-asphalt hot mix base course, leveling course, or surface course.

Meet the requirements for plant and equipment as specified in FDOT Section 320. Meet the general construction requirements for all asphalt concrete pavements and bases as specified in FDOT Section 330. Meet the sand-asphalt base course construction requirements as specified in FDOT Section 280.

The County will accept work on a LOT by LOT basis in accordance with the applicable requirements of FDOT Section 331. The County will determine the size of the LOT as specified in 331-6 for the bituminous mixture accepted at the plant and as specified in 331-7 for material accepted on the roadway.

Materials

Bituminous Material: Use Superpave PG Asphalt Binder or Recycling Agent meeting the requirements of 916-1 or 916-2.

Aggregate

General: Use aggregate material composed of one or more of the following:

a. Local sand.

b. A blend of local sands.

c. A local sand with some additive, such as mineral filler, commercial sand, crushed shell, rock screenings, or other approved material. Meet the commercial material requirements specified in Division III.

d. Manufactured aggregate.

Restrict the maximum size of the aggregate material using scalping screens having an opening of 5/8 inch [16.0 mm] square. Ensure that the material is

graded from course to fine, and that it all passes a 1/2 inch [12.5 mm] sieve. Do not use aggregate or mineral filler containing more than 1% of phosphate.

Sand: Use sharp and nonplastic local sand, containing not more than 7% by weight of clay, composed of hard, durable grains free of loam, roots, and other deleterious substances, and suitable for use in a bituminous mix, as determined by laboratory tests. If the local sand deposit consists of stratified layers of varying characteristics and gradation, employ such means as necessary to secure a uniform material. Should the loss of fines during drying operations be such that the stability of the mixture is reduced below the minimum specified, add mineral filler or other approved material in such quantities as necessary to compensate for the loss in stability. Ensure that any clay present is the type which will not produce clay balls in the mixture.

Mineral Filler: If needed, meet the requirements of FDOT Section 917.

Testing: The County will sample all materials shipped to the asphalt plant at their destination.

Composition of Mixture

General: Use a bituminous mixture composed of a combination of fine aggregate, mineral filler if required, and bituminous material. Size, uniformly grade, and combine the aggregate fractions in the proportions specified in Table 331-1 so that the resulting mixture meets the physical properties and the requirements of the verified mix design.

The Successful Bidder may use RAP meeting the requirements of FDOT 331-2.2.4 as a substitution for a portion of the combination of aggregates. If using RAP, the Successful Bidder may use a recycling agent in accordance with the requirements of FDOT 331-2.2.5. The Successful Bidder may use recycled crushed glass meeting the requirements of 331-2.2.6 as a substitution for a portion of the combination of aggregates.

Mix Design

General: Meet the mix design requirements of FDOT 331-4.3. In addition to these requirements, include, in the mix design, test data showing that the material as produced will meet the requirements of Table 331-2.

Grading Requirements: Meet the requirements of FDOT 332-2.2 for aggregate combination including mineral filler.

Stability: Combine the constituents of the mixture in such proportions as to produce a mixture having Marshall Properties within the limits shown in Table 331-2.

Successful Bidder's Quality Control: Provide the necessary quality control of the bituminous mixture and construction in accordance with the applicable provisions of FDOT 331-4.4 and 331-5.2.

SECTION E – TECHNICAL SPECIFICATIONS

Furnish materials that meet the verified mix design. For extraction gradation analysis, meet the provisions of FDOT 331-4.4.2 and Table 331-3. For plant calibration, meet the provisions of FDOT 331-4.4.3 and Table 331-3.

Acceptance of Mixture

Acceptance at the Plant: The County will accept the bituminous mixture at the plant with respect to gradation and asphalt content in accordance with the applicable requirements of FDOT 331-6.

Acceptance on the Roadway: The County will accept the bituminous mixture on the roadway with respect to compacted density and surface tolerance in accordance with the provisions of FDOT 331-7.

Additional Tests: The County will apply the provisions of FDOT 331-6.4 to Sand- Asphalt Hot Mix.

Method of Measurement

The quantity to be paid for will be the weight of the mixture, in tons, completed and accepted. The weight will be determined as provided in FDOT 320-2 (including the provisions for the automatic recordation system).

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent.

(IV.2) BASIS OF PAYMENT

All bid items specified shall be paid under the ton pay item noted on the Bid Form.

(IV.3) ASPHALTIC BASE COURSE

The work specified in this section includes the construction of asphalt base courses, and to meet the specific requirements for base widening construction.

The County will accept work on a LOT to LOT basis in accordance with the applicable requirements of FDOT Section 331. The County will determine the size of the LOT as specified in FDOT 331-6 for the bituminous mixture accepted at the plant and as specified in FDOT 331-7 for the material accepted on the roadway.

Use mixes designated as Asphalt Base Course Type 1 (ABC-1), Asphalt Base Course Type 2 (ABC-2) and Asphalt Base Course Type 3 (ABC-3).

Materials

Bituminous Material: Use Superpave PG Asphalt Binder or Recycling Agent meeting the requirements of 916-1.

Course Aggregates: Meet the requirements of FDOT Section 901.

SECTION E – TECHNICAL SPECIFICATIONS

Fine Aggregates: Meet the requirements of FDOT 335-2.2.

General Composition of the Mixes
General: Meet the requirements of FDOT 332-3.1.

Grading Requirements: The mix design, as established by the Successful Bidder and approved by the County, shall be within the design ranges as specified in FDOT Table 331-1, for ABC-1, ABC-2, and ABC-3.

Stability: Meet the requirements of FDOT 332-3.3.2.

Job Mix Formula
Meet the requirements of FDOT 332-3.3.1.

Successful Bidder's Quality Control
Meet the requirements of FDOT 332-3.4.

Acceptance of Mixture
Acceptance at the Plant: The County will accept the bituminous mixture at the plant with respect to gradation and asphalt content in accordance with the requirements of 331-6.

Acceptance on the Roadway: The County will accept the bituminous mixture on the roadway with respect to compacted density in accordance with the applicable provisions of 331-7. Use the permissible variations from longitudinal and transverse grades as specified in 200-7.

Additional Tests: Meet the requirements of FDOT 331-6.4 for ABC-1, ABC-2, and ABC-3.

Plant, Methods, and Equipment
Meet the plant, methods, and equipment requirements for asphalt base course construction as specified in FDOT Section 320, with the following modifications:

(a) Paving Equipment: The County will not require mechanical spreading and finishing equipment for the construction of base widening strips less than 6 feet [1.8 m] in width.

(b) Compacting Equipment: For compaction in areas too restricted to accommodate the standard rollers, the Successful Bidder may use vibratory rollers supplemented with trucks, motor graders, or other compaction equipment approved by the County.

Construction Requirements
General: Meet the construction requirements for asphalt base course construction as specified in FDOT Section 330, with the following modifications and specific requirements.

SECTION E – TECHNICAL SPECIFICATIONS

Limitations for Spreading: The Successful Bidder may place the base mix on the subgrade when the air temperature is at least 40ºF [4ºC] and rising, provided the subgrade upon which the base mix is to be placed is not frozen or noticeably affected by frost. The Successful Bidder may place the base mix where he removed all such frozen or frost-affected material during excavation for the subgrade.

Preparation of Subgrade: Before placing the initial layer of base material, prepare and compact the subgrade as specified in 160-8. Do not apply this requirement to base widening strips that are not to be stabilized and where the underlying native material has not been disturbed.

Tacking Between Layers: Place a tack coat between each successive layer of base material. As an exception, the County may authorize the elimination of the tack coat between successive layers when the Successful Bidder has laid them on the same day and the initial layer has not become contaminated by sand, dust, etc. Place a tack coat on all asphalt base courses before placing the structural course.

Placing the Mixture

Spreading and Finishing: Place the base course material with a mechanical spreading and finishing machine meeting the requirements as specified in 320-5. Prior to the placing of the surface course, the County may require motor grader leveling to bring the base into conformance with the plan grades and cross-section. The Successful Bidder may spread the first course of multiple course bases with a motor grader where the subgrade will not support the use of a mechanical spreader.

Automatic Screed Control: For all machine-laid courses, use a paver that is equipped with automatic screed control of the ski or traveling string line type. Use the automatic joint matcher on the top course of the base after the first pass with the paving machine.

Thickness of Layers: Ensure that the maximum compacted thickness of any layer of asphalt base course is 3 inches [75 mm].

Compacting the Mixture: Apply the requirements for compaction as specified in 330- 10 to the compaction of asphalt base courses with these two exceptions:

1. For widening strips 3 feet [1 m] or less in width, the County will not perform density testing for acceptance. The Successful Bidder may apply the compactive efforts using a trench roller, motor grader tires, or any other heavy equipment that will effectively exert a compactive effort. Specify what equipment will be used and what compactive effort (coverage) will be furnished. Obtain the County's approval before starting the operation.

2. For the initial layer of an asphalt base course placed on a soil subgrade, the County will not perform any density determinations. Propose a rolling train and pattern for the approval of the County. The County will perform density determinations on all subsequent layers, and apply the provisions of FDOT 331-7.

SECTION E – TECHNICAL SPECIFICATIONS

Thickness Requirements
Meet the requirements of FDOT 285-6.

Calculations for Average Thickness of Base
Meet the requirements of FDOT 285-7.

Method of Measurement
The quantity to be paid for will be the weight of the mixture, in tons, completed and accepted. The weight will be determined as provided in FDOT 320-2 (including the provisions for the automatic recordation system). The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent.

(IV.3) BASIS OF PAYMENT
All bid items shall be paid under the ton pay item noted on the Bid Form.

(IV.6) EAM COLD MIX
The work specified in this section consists of bituminous patching mixes that are designed in various seasonal grades to be used when the ambient outside temperature reaches a specified range.

A few examples of the bituminous cold patch material are Unique Paving Materials (www.uniquepavingmaterials.com) and EZ Street (www.ezstreetasphalt.com).

(IV. 6) BASIS OF PAYMENT
All bid items specified shall be paid under the ton pay item noted on the Bid Form.

SECTION IV
TYPE S ASPHALT CONCRETE, QUALITY ASSURANCE AND ACCEPTANCE PROCEDURES

(IV.7) ASPHALTIC CONCRETE TYPE S-I AND (IV.8) ASPHALTIC CONCRETE
The work specified in this section includes the construction of a Type S Asphalt Concrete course (using the Quality Assurance acceptance system) using the type of mixture specified in the specification, or when offered as alternates, as selected. If offered as alternates, meet the layer thickness criteria specified in 331-1.2. Type S mixes are identified as Type S-I, Type S-II, or Type S-III. The composition and physical test properties for all mixes including Type S Asphalt Concrete are shown in Tables 331-1 and 331-2. This Section establishes Acceptance Procedures for materials and work performed under FDOT Sections 280, 290, 331, 332, 333, 335, and 337.

Where Type S Asphalt Concrete is specified in the specification, if approved by the County, the equivalent fine Type SP Asphalt Concrete mixture (Traffic Level C) meeting the requirements of FDOT Section 334 may be selected as an alternate at no additional cost to the County. The equivalent mixes are as follows:

SECTION E – TECHNICAL SPECIFICATIONS

Type S-I ..... Type SP-12.5
Type S-II ..... Type SP-19.0
Type S-III ..... Type SP-9.5

Meet the requirements for plant and equipment specified in FDOT Section 320. Meet the general construction requirements specified in FDOT Section 330.

Table 331-1
Bituminous Concrete Mixtures
(Gradation Design Range)

Type	Total Aggregate Passing Sieves[1]							
	3/4 inch [19.0 mm]	1/2 inch [12.5 mm]	3/8 inch [9.5 mm]	No. 4 [4.75 mm]	No. 10 [2.0 mm]	No. 40 [425 µm]	No. 80 [180 µm]	No. 200 [75 µm]
S-I[5]	100	88-98	75-93	47-75	31-53	19-35	7-21	2-6
S-II[2]	83-98	71-87	62-78	47-63	33-49	19-35	9-18	2-6
S-III[5]		100	88-98	60-90	40-70	20-45	10-30	2-6
Type II		100	90-100	80-100	55-90			2-12
Type III		100	80-100	65-100	40-75	20-45	10-30	2-10
SAHM		100						0-12
ABC-1		100						0-12
ABC-2		100			55-90			0-12
ABC-3[3]	70-100			30-70	20-60	10-40		2-10
FC-2[4]		100	85-100	10-40	4-12			2-5
FC-3[5]		100	88-98	60-90	40-70	20-45	10-30	2-6

[1] In inches [mm] or sieves [µm].
[2] 100% passing 1 1/4 inch [31.5 mm] sieve and 94 to 100% passing 1 inch [25.0 mm] sieve.
[3] 100% passing 1 1/2 inch [37.5 mm] sieve.
[4] The County may increase the design range for the No. 10 [2.00 mm] sieve for lightweight aggregates.
[5] The County may retain up to 1% on the maximum sieve size.

Table 331-2 Non SI Units
Marshall Design Properties For Bituminous Concrete Mixes

Mix Type	Minimum Marshall Stability (lbs.)	Flow** (0.01 in.)	Minimum VMA (%)	Air Voids (%)	Minimum Effective Asphalt Content (%)	VFA Voids Filled with Asphalt (%)
S-I	1,500*	8-13	14.5	4-5	***	65-75
S-II	1,500*	8-13	13.5	4-5	***	65-75
S-III	1,500*	8-13	15.5	4-6	***	65-75
Type II	500-750	7-15	18	5-16	6.0	-
Type III	750-1,000	7-15	15	5-12	5.5	-
SAHM	300-500	7-15	15	5-16	6.0	-

SECTION E – TECHNICAL SPECIFICATIONS

ABC-1	500	7-15	15	5-16	6.0	-
ABC-2	750	7-15	15	5-14	5.5	-
ABC-3	1,000	8-13	14	4-7	***	65-78
FC-2	-	-	-	-	-	-
FC-3	1,500	8-13	15.5	4-6	***	65-75

*The minimum Marshall Stability for Type S mixes used on limited access facilities (Interstate, Turnpike, and Expressways) shall be 1,800 lbs.
**The maximum Flow value during production shall not exceed one point more than shown in the Table.
***The ratio of the percentage by weight of total aggregate passing the No. 200 sieve to the effective asphalt content expressed as a percentage by weight of total mix shall be in the range of 0.6 to 1.2.

Table 331-2 SI Units
Marshall Design Properties For Bituminous Concrete Mixes

Mix Type	Minimum Marshall Stability (kN)	Flow** (mm)	Minimum VMA (%)	Air Voids (%)	Minimum Effective Asphalt Content (%)	VFA Voids Filled with Asphalt (%)
S-I	6.7*	2.0-3.3	14.5	4-5	***	65-75
S-II	6.7*	2.0-3.3	13.5	4-5	***	65-75
S-III	6.7*	2.0-3.3	15.5	4-6	***	65-75
Type II	2.2-3.3	1.8-3.8	18	5-16	6.0	-
Type III	3.3-4.4	1.8-3.8	15	5-12	5.5	-
SAHM	1.3-2.2	1.8-3.8	15	5-16	6.0	-
ABC-1	2.2	1.8-3.8	15	5-16	6.0	-
ABC-2	3.3	1.8-3.8	15	5-14	5.5	-
ABC-3	4.4	2.0-3.3	14	4-7	***	65-78
FC-2	-	-	-	-	-	-
FC-3	6.7	2.0-3.3	15.5	4-6	***	65-75

*The minimum Marshall Stability for Type S mixes used on limited access facilities (Interstate, Turnpike, and Expressways) shall be 8.0 kN.
**The maximum Flow value during production shall not exceed 0.25 mm more than shown in the Table.
***The ratio of the percentage by weight of total aggregate passing the 75µm sieve to the effective asphalt content expressed as a percentage by weight of total mix shall be in the range of 0.6 to 1.2.

The County will accept the work on a LOT to LOT basis in accordance with the applicable requirements of FDOT Sections 5, 6, and 9. The size of the LOT will be as specified in 331-6 for the bituminous mixture produced at the plant and as stipulated in 331-7 for the material placed on the roadway.

SECTION E – TECHNICAL SPECIFICATIONS

Layer Thicknesses:

Structural Layers: The allowable layer thicknesses for Type S Asphalt Concrete mixtures used in structural and overbuild applications is as follows:

Type S-III	3/4 – 1 ¼ inches [20 – 30 mm]
Type S-I	1 ¼ – 2 1/2 inches [30 – 60 mm]
Type S-II	2 – 2 3/4 inches [50 – 70 mm]

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on Type S mixtures when used as a structural course:

Type S-III – Limited to the final (top) structural layer, one layer only.

Type S-I – May not be used in the first layer of courses over 3 1/2 inches [90 mm] thick, nor in the first layer of courses over 2 3/4 inches [70 mm] thick on limited access facilities.

Type S-II – May not be used in the final (top) structural layer.

Additional Requirements: The following requirements also apply to Type S Asphalt Concrete mixtures:

1. A minimum 1 1/2 inch [40 mm] initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (#5 feet [#1.5 m] wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. All overbuild layers shall be Type S asphalt concrete. Use the minimum and maximum layer thicknesses as specified in 331-1.2.1 unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch [13 mm], and the maximum allowable thickness may be increased 1/2 inch [13 mm], unless shown differently in the plans. Other variations from these thicknesses must be approved by the County.

Materials

General Requirements: Meet the material requirements specified in Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent916-1, 916-2
Mineral Filler 917-1, 917-2
Coarse Aggregate, Stone, Slag or Crushed GravelSection 901
Fine Aggegate .....Section 902

Asphalt concrete mixes containing crushed gravel as coarse aggregate component must show no potential for stripping during laboratory testing for mix design verification. Crushed Reclaimed Portland Cement Concrete Pavement may be used as a coarse aggregate or screenings component subject to meeting all applicable specifications.

SECTION E – TECHNICAL SPECIFICATIONS

Specific Requirements

Condition of Aggregate: Use clean aggregate containing no deleterious substances. Do not use coarse or fine aggregate which contains more than 0.5% of phosphate.

Fine Aggregate and Mineral Filler: In laboratory tests, and for the purpose of proportioning the paving mixture, consider all material passing the No. 10 [2.00 mm] sieve and retained on the No. 200 [75 µm] sieve as fine aggregate, and the material passing the No. 200 [75 µm] sieve as mineral filler.

Screenings: Do not use any screenings in the combination of aggregates containing more than 15% of material passing the No. 200 [75 µm] sieve. When two screenings are blended to produce the screening component of the aggregate, one of such screenings may contain up to 18% of material passing the No. 200 [75 µm] sieve, as long as the combination of the two does not contain over 15% material passing the No. 200 [75 µm] sieve. Screenings may be washed to meet these requirements.

Use of Reclaimed Asphalt Pavement (RAP): Subject to certain requirements, Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture. Where the material is recovered from a FDOT project, the Composition of Existing pavement may be available on the County's website. The URL for obtaining this information, if available, is:
http://www11.myflorida.com/statematerialsoffice/Bituminous/CentralBitLab/AsphaltCompositions/Compositions.htm/

RAP may be used as a component material of the bituminous mixture subject to the following:

1. Assume responsibility for the design of asphalt mixes which incorporate RAP as a component part.

2. Do not allow RAP to exceed 60% by weight of total aggregates for Asphalt Base Courses nor more than 50% by weight of total aggregates for Structural and Leveling Courses. Do not use RAP in Friction Courses.

3. Mount a grizzly or grid with openings of a sufficient size to prevent clogging of the cold feed over the RAP cold bin.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture.

5. If oversized RAP material appears in the completed recycled mix, cease plant operations and take appropriate corrective action.

6. Ensure that the RAP material as stockpiled is reasonably uniform in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

7. Ensure that the RAP has a minimum average asphalt content of 4% by weight of total mix. The County reserves the right to sample the stockpile in order that this requirement is met.

8. When material milled from the project is used as a component of the asphalt mixture and a Composition of Existing Pavement is known, use the following procedures for obtaining representative samples for the mix design:

9. Cut ten 6-inch [150 mm] cores in area(s) approved by the County. Fill the core holes immediately prior to opening to traffic.

10. Representative samples may also be obtained by milling the existing pavement to the full depth shown on the plans for pavement removal for a length of approximately 200 feet [60 m]. Immediately replace the pavement removed with the specified mix in the Specification.

11. Submit a request in writing to the County for any variance from the above outlined methods of obtaining samples for mix designs.

12. When the RAP to be used as a component in a mix design is stockpiled from a previous DOT project and the Composition of Existing Pavement is known, design the mix and submit to the County for verification.

13. When the composition of stockpiled RAP to be used as a component in a mix design is not known, design the mix as follows:

14. Submit a bag of RAP, composed of samples from several locations in the stockpile(s), to the County at least four weeks prior to the planned start of mix design. The County will run viscosities on the reclaimed asphalt pavement and furnish the information to the Successful Bidder.

15. Run a minimum of six extraction gradation analyses of the RAP. Take the samples at random locations around the stockpile(s).

16. Request the County to make a visual inspection of the stockpile(s) of RAP. Based on visual inspection, the County will determine the suitability of the stockpiled materials.

17. When the proposed mix design is submitted to the County for verification, submit the data from the extraction gradation analyses required above.

Binder for Mixes with RAP: Use a PG 67-22 where RAP is less than 20% by weight of total aggregate; use a PG 64-22 where RAP is 20% or greater but less than 30% by weight of total aggregate; use appropriate recycle agent where RAP is 30% or greater.

SECTION E – TECHNICAL SPECIFICATIONS

The County reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to request reasonable changes during the production based on the requirements of 331-4.4.4.

Use of Recycled Crushed Glass: Recycled crushed glass may be used as a component of the bituminous mixture subject to the following:

1. Consider the recycled crushed glass a local material and meet all requirements specified in 902-6.

2. The percentage of recycled crushed glass in any bituminous mixture does not exceed 15% of the total aggregate weight.

3. The asphalt binder used with mixtures containing recycled crushed glass contains 0.5% anti-stripping agent from an approved source. The addition of the specified amount of anti-stripping agent must be certified by the supplier.

4. Test bituminous mixtures containing recycled crushed glass in accordance with AASHTO T 283 as part of the mix design approval. The minimum tensile strength ratio must not be less than 80%. An increase in the amount of anti-stripping agent may be necessary in order to meet this requirement.

5. Recycled crushed glass must not be used in friction course mixtures nor in structural course mixtures which are to be used as the final wearing course.

Permissible Variation for the Coarse Aggregate

Size and uniformly grade or combine the aggregate or aggregates shipped to the job in such proportions that the resulting mixture meets the grading requirements of the mix design.

General Composition of Mixture

General: Use a bituminous mixture composed of a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and bituminous material. Ensure that not more than 20% by weight of the total aggregate used is silica sand or local materials as defined in FDOT Section 902. Consider the silica sand and local materials contained in any RAP material, if used in the mix, in this limitation. Size, grade and combine the several aggregate fractions in such proportions that the resulting mixture meets the grading and physical properties of the verified mix design.

RAP meeting the requirements of FDOT 331-2.2.4 may be approved as a substitution for a portion of the combination of aggregates, subject to all applicable specification requirements being met.

Grading Requirements: In all cases, use a mix design within the design ranges specified in Table 331-1.

SECTION E – TECHNICAL SPECIFICATIONS

Mix Design

General: Prior to the production of any asphalt paving mixture, submit a mix design and representative samples of all component materials to the County at least two weeks before the scheduled start of production. The County will verify the mix design before use. Send a copy of the proposed mix design to the County at the same time. (Open-graded mixes will be designed by the County.) Furnish the following information:

1. The specific project on which the mixture will be used.

2. The source and description of the materials to be used.

3. The gradation and approximate proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use.

4. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly No. 200 [75 µm]) should be accounted for and identified for the applicable sieves.

5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%. For structural mixes (S-I, S-II and S-III) establish the optimum asphalt content at a level corresponding to a minimum of 4.5% air voids. For FC-3 mixes, establish optimum asphalt content at a level corresponding to a minimum of 5.0% air voids.

6. A single temperature at which the mixture is intended to be discharged from the plant.

7. The laboratory density of the asphalt mixture for all mixes except Open-Graded Friction Courses.

8. Evidence that the completed mixture will meet all specified physical requirements.

9. The name of the individual responsible for the Quality Control of the mixture during production.

Revision of Mix Design: Submit all requests for revisions to approved mix designs, along with supporting documentation, in writing to the County. In order to expedite the revision process, a verbal revision request or discussion of the possibility of a revision request may be made, but must be followed up with a written request. The verified mix design will remain in effect until a change is authorized by the County. In no case will the effective date of the revision be established earlier than the date of the first communication with the County regarding the revision.

SECTION E – TECHNICAL SPECIFICATIONS

Provide a new mix design for any change in source of aggregate.

Resistance to Plastic Flow: Include with the submitted mix design test data showing that the material as produced will meet the requirements specified in Table 331-2 when tested in accordance with FM 1-T 245. Further, determine the bulk specific gravity of the laboratory compacted bituminous mixture in accordance with FM 1-T 166.

Determine the percent of unfilled voids and the percent of aggregate voids filled with asphalt using the maximum specific gravity of the bituminous mixture and on the asphalt content of each group of specimens prepared from the same sample. Determine maximum specific gravity of the bituminous mixture by FM 1-T 209.

Revocation of Mix Design: The County will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the County will no longer allow the use of the mix design.

Successful Bidder's Quality Control

Personnel: In accordance with the requirements of 331-5.2 provide the necessary quality control personnel. Ensure that the Quality Control Technician is certified by the County and possesses a valid certificate of qualification. When it becomes evident to the County that the Quality Control Technician cannot perform as required by the position, the County will revoke the certification and require replacement with a certified technician.

Extraction Gradation Analysis: Sample the bituminous mixture at the plant in accordance with FM 1-T 168. Determine the percent bitumen content of the mixture in accordance with FM 5-563, and determine the percent passing the standard sieves in accordance with FM 1-T 030. In the event the calibration factor for the mix exceeds 0.50%, conduct the extraction and gradation analysis in accordance with FM 5-544 and FM 5-545, respectively. Show all test results to the nearest 0.01. Carry all calculations to the nearest 0.001 and rounded to the nearest 0.01, in accordance with the County's rules of rounding.

Run a minimum of one extraction gradation analysis of the mixture for each day's or part of a day's production and immediately following any change in the production process. Take the quality control sample of mixture for the extraction gradation analysis each day as soon as the plant operations have stabilized. Obtain the results in a timely manner (no later than the end of the day) so that adjustments can be made if necessary.

On initial use of a Type S or FC-3 mix design at a particular plant, as a minimum, run an additional extraction gradation analysis if more than 500 tons [450 metric tons] of mixture are produced on the first day of production.

Extraction gradation analysis will not be required on the days when mix production is less than 100 tons [90 metric tons]. However, when mix production is less than 100 tons [90 metric tons] per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons [90 metric tons].

Use the target gradation and asphalt content as shown on the mix design. Any changes in target will require a change in the mix design in accordance with 331-4.3.2.

If the percentage of bitumen deviates from the optimum asphalt content by more than 0.55% or the percentage passing any sieve falls outside the limits shown in Table 331- 3, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt content by more than 0.55% or exceeds the limits as shown in Table 331-3 for any sieve, stop the plant operations until the problem has been corrected. In addition, if the results of two consecutive tests show an amount greater than 99.0% passing the 1/2 inch [12.5 mm] sieve for Type S-I, an amount greater than 99.0% passing the 3/4 inch [19.0 mm] sieve for Type S-II, or an amount greater than 99.0% passing the 3/8 inch [9.5 mm] sieve for Types S-III or FC-3, stop the plant operation until the problem has been corrected.

Maintain control charts showing the results of the extraction gradation analysis (bitumen content and sieve analysis).

Table 331-3
Tolerances for Quality Control Tests (Extraction Gradation Analysis)

Sieve Size	Percent Passing
1 inch [25.0 mm]	7
3/4 inch [19.0 mm]	7
1/2 inch [12.5 mm]	7
3/8 inch [9.5 mm]	7
No. 4 [4.75 mm]	7
No. 10 [2.00 mm]	5.5
No. 40* [*425 µm]	4.5
No. 80* [*180 µm]	3
No. 200 [75 µm]	2
*Does not apply to SAHM, ABC-1 or Type II.	

Plant Calibration: At or before the start of mix production, perform a wash gradation on a set of hot bin samples for batch or continuous mix plants or belt cut for drum mix plants to verify calibration of the plant. When approved by the County, extraction gradation analysis of the mix may be used to verify calibration of the plant. This extraction gradation analysis may also be used to fulfill the quality control requirements for the first day's production.

Viscosity of Asphalt in Mixes Containing RAP: When RAP is a component material, the viscosity of the asphalt material in the bituminous mixture, determined by the County

in accordance with ASTM D 2171, shall be 6,000 ± 2,000 poises [600 ± 200 Pa·s]. This determination will be made on samples obtained by the County on a random basis at a frequency of approximately one per 2,000 tons [1,800 metric tons] of mix.

If the viscosity determined by the County is out of the specified range, adjust the binder formulation or blend of RAP in the mix to bring the viscosity within tolerance.

Acceptance Procedures

The County will approve all materials for acceptance through the County's Acceptance Procedures specified herein. The County is responsible for determining the acceptability of the construction and materials incorporated therein. The Successful Bidder is responsible for the quality of construction and materials incorporated therein. Accomplish all quality control sampling and testing on a random basis in accordance with the approved Quality Control Plan. The County will perform all necessary sampling and testing for acceptance purposes on a random basis as specified herein, in addition to monitoring and observing the Successful Bidder's quality control test procedures and results. Maintain effective quality control until final project acceptance.

A LOT is defined as an isolated quantity of a specified material produced from a single source or operation, or it is a measured amount of specified construction produced by the same process. In order to change the process, thereby necessitating the termination of the current LOT and starting a new LOT, submit a written request, with justification, to the County for approval. Obtain the County's approval prior to making the process change.

Perform all quality control sampling and testing of materials in strict conformance with the Florida Method of Sampling and Testing as found in the Field Sampling and Testing Manual. The County will perform all acceptance sampling and testing of materials in strict conformance with the Florida Method of Sampling and Testing as found in the Field Sampling and Testing Manual. This manual, developed and distributed by the FDOT Materials Office, contains the detailed sampling and testing procedures from AASHTO and ASTM as modified by the County.

Acceptance Plans

Payment Based on Acceptance Results: The County will adjust the payment for each LOT of material, product, item of construction or completed construction on the basis of acceptance test results in accordance with the requirements specified hereinafter in the applicable Sections.

Resampling of LOTs: The County requires that LOTs of materials, products, items of construction or completed construction meet the requirements of these Specifications at the time of submission. The County will not take check samples for acceptance purposes.

Referee System: The County has established a referee system to verify the validity of the acceptance test results on LOTs at the asphalt plant. The County will evaluate the acceptance test results with data from split samples run by the District and Central

Labs. The County will make a final determination and disposition of the acceptance test results. Acceptance results will be considered non-representative if the test results from the Field and Referee samples differ by more than 0.44% for asphalt content when obtained by the use of FM 5-563 or 0.56% for FM 5-544. Acceptance results for gradation will be considered non-representative if the test results from the Field and Referee samples differ by more than the precision values given in Figure 2 of FM 1-T 030 when using FM 5-563 or Figure 2 of FM 5-545 when using FM 5-544. When the referee analysis indicates that one or more test results are not representative, the County will discard the non-representative test value(s) and base payment calculations for the LOT (including the sublot with the non-representative test values) on the remaining sublot(s) test data as defined in 331-6.

Quality Control by the Successful Bidder: Provide and maintain a quality control system that provides reasonable assurance that all materials, products and completed construction submitted for acceptance meet County requirements. Develop and maintain a quality control system in conformance with the following requirements:

SUCCESSFUL BIDDER QUALITY CONTROL SYSTEM

I. SCOPE:

These Specifications establish minimum requirements and activities for a Successful Bidder quality control system. These requirements pertain to the inspections and tests necessary to substantiate material and product conformance to specification requirements and to all inspections and tests required by the County.

II. FUNCTIONS AND RESPONSIBILITIES:

1. The County will verify the Successful Bidder's design mixes, inspect plants and monitor control of the operations to ensure conformance with these Specifications. The County will design all open-graded friction mixes (FC-2 and FC-5).

At no time will the County issue instructions to the Successful Bidder as to the setting of dials, gauges, scales and meters. However, the County may question and warn the Successful Bidder against the continuance of any operations or sequence of operations that obviously do not result in satisfactory compliance with the requirements of these Specifications.

2. The Successful Bidder. Submit in writing the proposed Quality Control Plan for each asphalt plant for the County's approval. Maintain the approved Quality Control Plan in effect for the plant to which it is assigned until the County rejects it in writing. Include in the plan the sampling, testing, inspection and the anticipated frequencies of each to maintain process control. A recommended series of sampling, testing and inspecting activities are shown in Table 331-4.

SECTION E – TECHNICAL SPECIFICATIONS

Table 331-4
RECOMMENDATIONS FOR A SUCCESSFUL BIDDER QUALITY CONTROL PLAN

A. All Types of Plants
1. Stockpiles
   a. Place materials in the correct stockpile.
   b. Use good stockpiling techniques.
   c. Inspect stockpiles for separation, contamination, segregation, etc.
2. Incoming Aggregate
   a. Obtain gradations and bulk specific gravity (BSG) values from the aggregate supplier.
   b. Determine gradation of all component materials.
   c. Compare gradations and BSG to mix design.
3. Cold Bins
   a. Calibrate the cold gate/feeder belt settings.
   b. Observe operation of cold feed for uniformity.
4. Dryer
   a. Observe pyrometer for aggregate temperature control.
   b. Observe efficiency of the burner.
5. Hot Bins
   a. Determine gradation of aggregates in each bin.
   b. Determine theoretical combined grading.
6. Bituminous Mixture
   a. Determine asphalt content.
   b. Determine mix gradation.
   c. Check mix temperature.
   d. Verify modifier addition.

B. Batch Plants
1. For batch weights, determine percent used and weight to be pulled from each bin to ensure compliance with the mix design.
2. Check mixing time.
3. Check operations of weigh bucket and scales.

C. Continuous Mix Plant
1. Determine gate calibration chart for each bin.
2. Determine gate settings for each bin to ensure compliance with the mix design.
3. Determine gallons [cubic meters] per revolution or gallons [cubic meters] per minute to ensure compliance with the mix design.

D. Drum Mixer Plant
1. Calibrate the cold feed and prepare a calibration chart for each cold gate.
2. Develop information for the synchronization of the aggregate feed, reclaimed asphalt pavement (RAP) feed and the bituminous material feed.

3. Calibrate the weigh bridge on the changing conveyor.

The activities shown in Table 331-4 are the normal activities necessary to control the production of bituminous concrete at an acceptable quality level. The County recognizes, however, that depending on the type of process or materials, some of the activities listed may not be necessary and, in other cases, additional activities may be required. The frequency of these activities will also vary with the process and the materials. When the process varies from the defined process average and variability targets, increase the frequency of these activities until the proper conditions are restored. Take one sample and test for every 1,000 tons [900 metric tons] of incoming aggregate (including RAP) as it is stockpiled. Test RAP material for extracted gradation and asphalt content.

Plot and keep up-to-date control charts for all quality control sampling and testing. Provide control charts for the following:

a. gradation of incoming aggregates
b. gradation and asphalt content of RAP
c. combined gradations of hot bins
d. extracted asphalt content
e. mix gradation
f. gradation of cold feed (drum mixers)

Post all current control charts in the asphalt lab where they can be seen.

Formulate all design mixes with the exception of open-graded friction mixes (FC-2 and FC-5). Submit design mixes to the County for verification prior to their use. Provide process control of all materials during handling, blending, mixing and placing operations.

III. QUALITY CONTROL SYSTEM:

1. General Requirements. Furnish and maintain a quality control system that provides reasonable assurance that all materials and products submitted to the County for acceptance meet the specification requirements. Perform, or have performed, the inspection and tests required to substantiate product conformance to specification requirements, and also perform, or have performed, all inspections and tests otherwise required by the County. Keep a quality control technician, who has been certified by the County as a Qualified Asphalt Plant Technician (Plant Level II), available at the asphalt plant at all times when producing asphalt mix for the County. Place a person in responsible charge of the paving operations who is qualified by the County as a Qualified Asphalt Paving Technician (Paving Level II). Document the quality control procedures, inspection and tests, and make that information available for review by the County throughout the life of the Blanket Purchase Order.

2. Documentation. Maintain adequate records of all inspections and tests. Record the nature and number of tests made, the number and type of deficiencies found, the quantities approved and rejected, and the nature of corrective action taken, as appropriate. The County may review and approve all documentation procedures prior to the start of the work. The County will take ownership of all charts and records

documenting the Successful Bidder's quality control tests and inspections upon completion of the work.

3. Charts and Forms. Record all conforming and nonconforming inspections and test results on approved forms and charts, and keep them up to date and complete and make them available at all times to the County during the performance of the work. Prepare charts of test properties for the various materials and mixtures on forms that are in accordance with the applicable requirements of the County.

The County will furnish a copy of each applicable chart and form. Provide a supply of the charts and forms from the copy furnished. Obtain the County's approval of non- standard forms and charts prior to using them.

4. Corrective Actions. Take prompt action to correct any errors, equipment malfunctions, process changes or other problems that result or could result in the submission of materials, products or completed construction that do not meet the requirements of these Specifications. When it becomes evident to the County that the Successful Bidder is not controlling his process and is making no effort to take corrective actions, the County will require the Successful Bidder to cease plant operations until such time as the Successful Bidder can demonstrate that he can and is willing to control the process.

5. Laboratories with Measuring and Testing Equipment. Furnish a fully equipped asphalt laboratory (permanent or portable) at the production site, and meeting the following requirements:

a. Area - Provide an effective working area for the laboratory that is a minimum of 180 ft^2 [17 m^2]. This area does not include the space for desks, chairs and file cabinets.

b. Lighting - Provide lighting in the lab adequate to illuminate all areas of work.

c. Temperature Control - Equip the lab with heating and air conditioning units that provide a satisfactory working environment.

d. Ventilation - Equip the lab with fume hoods and exhaust fans that will remove all hazardous fumes from within the laboratory in accordance with OSHA requirements.

e. Equipment and Supplies - Furnish the lab with the necessary sampling and testing equipment, and supplies, for performing Successful Bidder quality control and County acceptance sampling and testing. A detailed list of equipment and supplies required for each test is included in the Field Sampling and Testing Manual.

f. When running plants at a high production rate, furnish additional testing equipment as necessary to allow the completion of the Successful Bidder's quality control tests and the County's Acceptance tests within the specified time frame.

SECTION E – TECHNICAL SPECIFICATIONS

6. Sampling and Testing. Use the sampling and testing methods and procedures that the County provides to determine quality conformance of the materials and products. The County will use these same methods and procedures for its acceptance tests. Include the sampling for other material characteristics on a random basis and the plotting of the test results on control charts in the Quality Control Plan.

7. Alternative Procedures. The Successful Bidder may use alternative sampling methods, procedures and inspection equipment when such procedures and equipment provide, as a minimum, the quality assurance required by the Specification Documents. Prior to applying such alternative procedures, describe them in a written proposal and demonstrate for the County's approval that their effectiveness is equal to or better than the Specification requirements. In case of dispute as to whether certain proposed procedures provide equal assurance, use the procedures stipulated by the Specification Documents.

8. Nonconforming Materials. Establish and maintain an effective and positive system for controlling nonconforming materials, including procedures for identification, isolation and disposition.

Reclaim or rework nonconforming materials in accordance with procedures acceptable to the County. Discuss the details of this system at the preconstruction conference, and make these details a part of the record of the conference.

9. County Inspection at Subcontractor or Supplier Facilities. The County reserves the right to inspect materials not manufactured within the Successful Bidder's facility. The County's inspection does not constitute acceptance and does not, in any way, replace the Successful Bidder's inspection or otherwise relieve the Successful Bidder of his responsibility to furnish an acceptable material or product. When the County inspects the subcontractor's or supplier's product, such inspection does not replace the Successful Bidder's responsibility to inspect such subcontractor's or supplier's product.

10. Inspect subcontracted or purchased materials when received, as necessary, to ensure conformance to Specification requirements. Report to the County any nonconformance found on County source-inspected material, and require the supplier to take necessary corrective action.

Defective Materials

Acceptance or Rejection: Following the application of the appropriate acceptance plan, the County will make the final decision as to the acceptance, rejection or acceptance at an adjusted payment of the LOTs.

Disposition of LOTs: For nonconforming LOTs of materials, products, items of construction or complete construction that are not adaptable to correction by reworking, either remove and replace the nonconforming work, or accept no payment or an adjusted payment as stated in these Specifications, or, if not stated, as directed by the County.

SECTION E – TECHNICAL SPECIFICATIONS

General Basis of Adjusted Payment for Deficiencies: When the County determines that a deficiency exists, the County will apply the applicable payment factor as shown in these Specifications to the entire LOT. When the County determines that multiple deficiencies exist, the County will apply an adjustment to the LOT of material that is identified by each deficiency. The County will apply the adjustment for each deficiency separately as it occurs. The County will not allow an adjustment to be affected by any other adjustment occurring for the same LOT. As an exception to the foregoing requirements, when there are two or more deficiencies in the gradation acceptance tests (% pass No. 4 [4.75 mm] sieve, % pass No. 10 [2.0 mm] sieve, % pass No. 40 [425 µm sieve], % pass No. 200 [75 µm] sieve) the County will only apply the greater adjustment. The County will express all reductions in payment in terms of equivalent pay items at no pay. When the item is measured by the ton [metric ton], the County will convert the LOT in the field, which is measured in feet [meters], to equivalent tons [metric tons] and by using the average calculated spread for that LOT. When the pay item is measured by the square yard [square meter], the County will convert the LOT at the production point, which is measured in tons [metric tons], to equivalent square yards [square meters] at the design thickness and by using the laboratory density as a conversion factor.

Acceptance of the Mixture at the Plant

General: The County will accept the bituminous mixture at the plant, with respect to gradation and asphalt content, on a LOT to LOT basis. The material will be tested for acceptance in accordance with the provisions of 331-5 and the following requirements. However, the County will reject any load or loads of mixture which are unacceptable for reason of being excessively segregated, aggregates improperly coated, or of excessively high or low temperature for use in the work.

For initial use of a Type S or FC-3 mix design with a Florida limestone source north of the 28th parallel at a particular plant, limit the first day's production to a maximum of 300 tons [275 metric tons]. Resume production upon notification of acceptable Marshall Properties as determined in accordance with 331-6.4.

A standard size LOT at the asphalt plant will consist of 4,000 tons [3,600 metric tons] with four equal sublots of 1,000 tons [900 metric tons] each. As an exception, the first LOT for the initial use of a Type S or FC-3 mix design with a particular plant will consist of four sublots, the first sublot of 500 tons [450 metric tons] or the first day's production (300 tons [275 metric tons] maximum for mix design with a Florida limestone source north of the 28th parallel), the second sublot of 500 tons [450 metric tons], and the remaining two sublots of 1,000 tons [900 metric tons] each.

A partial LOT may occur due to the following:

(1) the completion of a given mix type on a project.

(2) An approved LOT termination by the County due to a change in process, extended delay in production, or change in mix design.

If the partial LOT contains one or two sublots with their appropriate test results, then the previous full-size LOT will be redefined to include this partial LOT and the evaluation of

the LOT will be based on either five or six sublot determinations. If the partial LOT contains three sublots with their appropriate test results, this partial LOT will be redefined to be a whole LOT and the evaluation of it will be based on three sublot determinations.

When the total quantity of any mix is less than 3,000 tons [2,700 metric tons], the partial LOT will be evaluated for the appropriate number of sublots from n=1 to n=3. When the total quantity of any mix type is less than 500 tons [450 metric tons], the Department will accept the mix on the basis of visual inspection. The Department may run extraction and gradation analysis for information purposes; however, the provisions for partial payment will not apply.

On multiple blanket purchase orders (projects), the LOT(s) at the asphalt plant will carry over from project to project.

Acceptance Procedures: Control all operations in the handling, preparation, and mixing of the asphalt mix so that the percent bitumen and the percents passing the No. 4, No. 10, No. 40 and No. 200 [4.75 mm, 2.00 mm, 425 µm and 75 µm] sieves will meet the approved job mix formula within the tolerance shown in Table 331-6.

Table 331-6
Tolerances for Acceptance Tests

Characteristic	Tolerance*
Asphalt Content (Extraction)	±0.55%
Asphalt Content (Printout)	±0.15%
Passing No. 4 [4.75 mm] sieve	±7.00%
Passing No. 10 [2.00 mm] sieve	±5.50%
Passing No. 40 [425 µm] sieve**	±4.50%
Passing No. 200 [75 µm] sieve	±2.00%

*Tolerances for sample size of n=1. See Table 331-7 for other sample sizes n=2 through n=6.
**Applies only to Types S-I, S-II, S-III, and FC-3.

Acceptance of the mixture will be on the basis of test results on consecutive random samples from each LOT. One random sample will be taken from each sublot. The bituminous mixture will be sampled and tested at the plant as specified in 331-4.4.2.

Calculations for the acceptance test results for bitumen content and gradation (percentages passing No. 4, No. 10, No. 40 and No. 200 [4.75 mm, 2.00 mm, 425 µm and 75 µm] sieves) will be shown to the nearest 0.01. Calculations for arithmetic averages will be carried to the nearest 0.001 and rounded to the nearest 0.01 in accordance with the County's rules of rounding.

Payment will be made on the basis of Table 331-7, "Acceptance Schedule of Payment". The process will be considered out of control when the deviation of any individual test result from the mix design falls in the 80% pay factor for the "one test" column of Table 331-7. When this happens, the LOT will be automatically terminated and production stopped. The approval of the County will be required prior to resuming production of the mix. Acceptance of the LOT will then be determined in accordance with Table 331-7.

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All acceptance tests will be completed on the same day the sample was taken, when possible, and on no occasion will they be completed later than the following work day.

Table 331-7
Acceptance Schedule of Payment (Asphalt Plant Mix Characteristics)

Average of Accumulated Deviations of the Acceptance Tests from the Mix Design.						
Pay Factor	1-Test	2-Tests	3-Tests	4-Tests	5-Tests	6-Tests
Asphalt Cement Content (Extraction - FM 5-544 or 5-563)						
1.00	0.00-0.55	0.00-0.43	0.00-0.38	0.00-0.35	0.00-0.33	0.00-0.31
0.95	0.56-0.65	0.44-0.50	0.39-0.44	0.36-0.40	0.34-0.37	0.32-0.36
0.90	0.66-0.75	0.51-0.57	0.45-0.50	0.41-0.45	0.38-0.42	0.36-0.39
0.80*	over 0.75	over 0.57	over 0.50	over 0.45	over 0.42	over 0.39
Asphalt Cement Content (Printout)						
1.00	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15
0.95	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25
0.90	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35
0.80*	over 0.35	over 0.35	over 0.35	over 0.35	over 0.35	over 0.35
No. 4 [4.75 mm] sieve**						
1.00	0.00-7.00	0.00-5.24	0.00-4.46	0.00-4.00	0.00-3.68	0.00-3.45
0.98	7.01-8.00	5.25-5.95	4.47-5.04	4.01-4.50	3.69-4.13	3.46-3.86
0.95	8.01-9.00	5.96-6.66	5.05-5.62	4.51-5.00	4.14-4.58	3.87-4.27
0.90	9.01-10.00	6.67-7.36	5.63-6.20	5.01-5.50	4.59-5.02	4.28-4.67
0.80*	over 10.00	over 7.36	over 6.20	over 5.50	over 5.02	over 4.67
No. 10 [2.00 mm] sieve**						
1.00	0.00-5.50	0.00-4.33	0.00-3.81	0.00-3.50	0.00-3.29	0.00-3.13
0.98	5.51-6.50	4.34-5.04	3.82-4.39	3.51-4.00	3.30-3.74	3.14-3.54
0.95	6.51-7.50	5.05-5.74	4.40-4.96	4.01-4.50	3.75-4.18	3.55-3.95
0.90	7.51-8.50	5.75-6.45	4.97-5.54	4.51-5.00	4.19-4.63	3.96-4.36
0.80*	over 8.50	over 6.45	over 5.54	over 5.00	over 4.63	over 4.36
No. 40 [425 µm] sieve**						
1.00	0.00-4.50	0.00-3.91	0.00-3.65	0.00-3.50	0.00-3.39	0.00-3.32
0.98	4.51-5.50	3.92-4.62	3.66-4.23	3.51-4.00	3.40-3.84	3.33-3.72
0.95	5.51-6.50	4.63-5.33	4.24-4.81	4.01-4.50	3.85-4.29	3.73-4.13
0.90	6.51-7.50	5.34-6.04	4.82-5.39	4.51-5.00	4.30-4.74	4.14-4.54
0.80*	over 7.50	over 6.04	over 5.39	over 5.00	over 4.74	over 4.54
No. 200 [75µm] sieve**						
1.00	0.00-2.00	0.00-1.71	0.00-1.58	0.00-1.50	0.00-1.45	0.00-1.41
0.95	2.01-2.40	1.72-1.99	1.59-1.81	1.51-1.70	1.46-1.63	1.42-1.57
0.90	2.41-2.80	2.00-2.27	1.82-2.04	1.71-1.90	1.64-1.80	1.58-1.73
0.80*	over 2.80	over 2.27	over 2.04	over 1.90	over 1.80	over 1.73
*If approved by the County based determination that the material is acceptable to remain in place, the Successful Bidder may accept the indicated partial pay. Otherwise,						

remove and replace the material at no cost to the County at any item.
**When there are two or more reduced payments for these items in one LOT of material, only the greatest reduction in payment will be applied. CAUTION: This rule applies only to these four gradation test results.
NOTES:
(1) The No. 40 [425 µm] sieve applies to Type S-I, S-II, S-III and FC-3.
(2) Deviations are absolute values with no plus or minus signs.

Automatic Batch Plant with Printout: Acceptance determinations for asphalt content for mixtures produced by automatic batch plants with printout will be based on the calculated bitumen content using the printout of the weights of asphalt actually used. Acceptance determinations for gradations (No. 4, No. 10, No. 40 and No. 200 [4.75 mm, 2.00 mm, 425 µm and 75 µm] sieves) will be based on the actual test results from extraction gradation analyses. Payment will be made based on the provisions of Table 331-7.

Additional Tests: The County reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Successful Bidder's quality control.

Determination of Marshall and Volumetric Properties: The County will determine the Marshall and Volumetric Properties of the mix at a minimum frequency of one set per LOT, to determine whether or not the produced mix is meeting the specification requirements. The County will sample and prepare test specimens and test them in accordance with FM 5-511 for Marshall Stability and flow, FM 1-T 209 for maximum specific gravity, and FM 1-T 166 for density. Volumetric properties will be determined for Type S and FC-3 mixes only.

Failing Marshall Properties: When the average value of the specimens fails to meet specification requirements for stability or flow, the County may stop the plant operations until all specification requirements can be met or until another verified mix design has been approved. Make revisions to a mix design in accordance with 331-4.3.2. If the Lab Density of the mix during production differs from the value shown on the verified mix design by more than 2 lbs/ft^3 [32 kg/m^3] for two consecutive tests, the County will revise the target value.

Failing Volumetric Properties (Type S and FC-3 mixes only): When the County determines the air void content to be less than 3.0%, or greater than 6.5%, make appropriate adjustments to the mix. When the air void content is determined to be less than 2.5% or greater than 7.0% on any one test, or less than 3.0% on two consecutive tests, cease operations until the problem has been resolved.

Resuming Production: In the event that plant operations are stopped due to a failure to meet specification requirements, obtain the County's approval before resuming production of the mix. Limit production to a maximum of 300 tons [270 metric tons]. At this time, the Marshall and volumetric properties of the mix will be verified. After the

Marshall and volumetric properties are verified, full scale production of the mix may be resumed.

Disposition of In-Place Material: Any material in-place that is represented by the failing test results (low stability, high flow, or less than 2.5% air voids) will be evaluated by the County to determine if removal and replacement is necessary. Remove and replace any in-place material, if required, at no cost to the County.

Acceptance of the Mixture at the Roadway:

Density Control Nuclear Method: Determine the in-place density of each course of asphalt mix construction using the Nuclear Density Backscatter Method as specified by FM 1-T 238 (Method B). For a completed course, obtain an average in-place LOT density of at least 98% of the valid control strip density.

Do not perform density testing on patching courses, leveling and intermediate courses less than 1 inch [25 mm] thick (or a specified spread rate less than 100 lb/yd^2

[55kg/m^2]), overbuild courses where the minimum thickness is less than 1 inch [25 mm], projects less than 1,000 feet [300 m], sections with variable width, or open-graded friction courses. Compact these courses, with the exception of open-graded friction courses in accordance with 330-10.1.2.

Control Strips: In order to determine the density of compacted asphalt mixtures for the purpose of acceptance, first establish a control strip. Construct one or more control strips for the purpose of determining the control strip density. Construct a control strip at the beginning of asphalt construction and one thereafter for each successive course. Construct a new control strip for any change in the composition of the mix design, underlying pavement structure, compaction equipment, or procedures. The County may require an additional control strip when the County deems it necessary to establish a new control strip density or confirm the validity of the control strip density being used at that time. The Successful Bidder may also request a confirmation of the control strip density. Construct the control strip as a part of a normal day's run.

Construct a control strip 300 feet [100 m] in length and of an adequately uniform width to maintain a consistent compactive effort throughout the section. When constructing the control strip, start it between 300 and 1,000 feet [100 and 300 m] from the beginning of the paving operation. Construct a control strip of a thickness that is the same as that specified for the course of which it is a part. Construct the control strip using the same mix, the same paving and rolling equipment, and the same procedures as those used in laying the asphalt course of which the control strip is to become a part. Leave every control strip in place to become a portion of the completed roadway.

In order to determine the acceptability of the control strip, make ten nuclear density determinations at random locations within the control strip after completing the compaction of the control strip. Do not make any determinations within 12 inches [300 mm] of any unsupported edge. Use the average of these ten determinations for the Control Strip Density. For purposes of determining the percent of laboratory density, as

required in Table 331-8, the County will develop a correction factor at four nuclear density locations from 6 inch [150 mm] diameter cores or by direct transmission nuclear determination where applicable. Cut the cores prior to opening the roadway to traffic. The County will calculate the percent of lab density to the nearest 0.01% and round it to the nearest 0.1%. Should the percent of lab density in a control strip exceed 99.0%, notify the County immediately.

In the event that a control strip does not meet the minimum density requirements specified in Table 331-8, take appropriate corrective actions and construct a new control strip. If three consecutive control strips fail to meet specification requirements, the County will limit production and placement of the mix to 800 to 1,000 feet [250 to 300 m], regardless of the thickness and width the Successful Bidder is placing, until the Successful Bidder obtains a passing control strip.

Once the Successful Bidder has obtained a passing control strip after a failing control strip (for the same mix, layer, and project), the County will use the passing control strip to accept all previously laid mix. In the event the Successful Bidder does not obtain a passing control strip, and this particular mix, layer, etc., is completed on the project, the County will evaluate density in accordance with FM 5-543.

Table 331-8

Roadway Requirements for Bituminous Concrete Mixes

Mix Type	Density	Minimum Control Strip Density* (% of Lab Density)	Surface Tolerance
S-I, S-II, S-III, Type II, Type III, SAHM	per 331-7	96	per 330-12
ABC-1, ABC-2, ABC-3	per 280-8.6	96	per 200-7
FC-2	No density required	N/A	per 330-12
FC-3	per 331-7	96	per 330-12

* The minimum control strip density requirement for shoulders is 95% of lab density.

LOTs: For the purpose of acceptance and partial payment, the County will divide each day's production into LOTs. The County will close out all LOTs at the end of the day. The standard size of a LOT is 5,000 feet [1,500 m] of any pass made by the paving train regardless of the width of the pass or the thickness of the course. A sublot will be 1,000 feet [300 m] or less. The County will consider pavers traveling in echelon as two separate passes. When at the end of a production day, the completion of a given course, layer, or mix, or at the completion of the project, and a LOT size is determined to be less than 5,000 feet [1,500 m], it will be considered a partial LOT. Handle partial LOTs as follows:

If the length of the partial LOT is 2,000 feet [600 m] or less, and a previous full-size LOT from the same day, mix, layer, and project is available, then the previous full-size LOT

will be redefined to include this partial LOT and the number of tests required for the combined LOT will be as shown in Table 331-9.

If the partial LOT is 2,000 feet [600 m] or less, and a previous full-size LOT from the same day, mix, layer, and project is not available, the County will evaluate the partial LOT separately and perform the number of tests required for the partial LOT as shown in Table 331-9.

If the partial LOT is greater than 2,000 feet [600 m] long, the County will evaluate the partial LOT separately and perform the number of tests required for the partial LOT as shown in Table 331-9.

Table 331-9
Testing Requirements for Partial LOTs

LOT Size	Number of Tests
Less than 3,000 feet [900 m]	3
3,001 to 4,000 feet [901 to 1,200 m]	4
4,001 to 5,000 feet [1,201 to 1,500 m]	5
5,001 to 6,000 feet [1,501 to 1,800 m]	6
6,001 to 7,000 feet [1,801 to 2,100 m]	7
Greater than 7,000 feet [2,100 m]	2 LOTs

For each LOT and partial LOT, the County will make density determinations at a frequency shown in Table 331-9 at random locations within the LOT, but will not take them within 12 inches [300 mm] of any unsupported edge. The County will determine the random locations by the use of statistically derived stratified random number tables. For the Successful Bidder to receive full payment for density, the average density of a LOT shall be a minimum of 98.0% of the control strip density. Once the County determines the average density of a LOT, do not provide additional compaction to raise the average. Notify the County should the average density for two consecutive LOTs be greater than 102% of control strip density.

Acceptance: The County will accept the completed pavement with respect to density on a LOT basis. The County will make partial payment for those LOTs that have an average density less than 98.0% of the Control Strip Density based on Table 331-10:

Table 331-10
Payment Schedule For Density

Percent of Control Strip Density*	Percent of Payment
98.0 and above	100
97.0 to less than 98.0	95
96.0 to less than 97.0	90
Less than 96.0**	75

SECTION E – TECHNICAL PECIFICATIONS

* In calculating the percent of control strip density, do not round off the final percentage.
** If approved by the County, based on a determination that the material is acceptable to remain in place, the Successful Bidder may accept the indicated partial pay; otherwise, remove and replace the material at no expense to the County. The Successful Bidder may remove and replace the material at no expense to the County at any time.

Density Requirements for Small Projects and Other Non-mainline Roadway Areas: For projects less than 1,000 feet [300 m] in length and bridge projects with approaches less than 1,000 feet [300 m] each side, do not apply the requirements for control strips and nuclear density determination. Use the standard rolling procedures as specified in 330-10.1.2. Do not apply the provisions for partial payment to these small projects.

In other non-mainline roadway areas where it is not practical to establish a control strip, such as parking areas, toll plazas, turn lanes, and acceleration/deceleration lanes, the Successful Bidder may use the standard rolling procedure to determine density requirements if so authorized in writing by the County

.

Surface Tolerance: The bituminous mixture will be accepted on the roadway with respect to surface tolerance in accordance with FDOT 330-12.

Method of Measurement

The quantity to be paid for will be the weight of the mixture, in tons, completed and accepted.

The weight will be determined as provided in 320-2 (including the provisions for the automatic recordation system).

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent.

(IV.7 and IV.8) BASIS OF PAYMENT

All bid items specified shall be paid under the respective pay item noted on the Bid Form.

SECTION E – TECHNICAL SPECIFICATIONS

A. **(IV.11) SWEEP, TACK, SPREAD AND COMPACT SP MIXES <100#**
(IV.12) SWEEP, TACK, SPREAD AND COMPACT SP MIXES >#100
(IV.13) SWEEP, TACK, SPREAD AND COMPACT 100# /SY OR MORE
(IV.14) SWEEP, TACK, SPREAD AND COMPACT 50# /SY TO 99#/SY
(IV.15) SWEEP, TACK, SPREAD AND COMPACT ROAD WIDENING
(IV.16) SWEEP, TACK, SPREAD AND COMPACT RE-BASING
(IV.17) SWEEP, TACK, SPREAD AND COMPACT PARKING LOTS
(IV.18) CUT, SQUARE, SWEEP, TACK, SPREAD AND COMPACT PATCHING

The work specified in these sections include all equipment, labor and materials necessary to sweep, tack, spread, and compact for asphaltic-concrete are established for leveling courses, thin overlays, road widening and parking lots. Straight line paving will be paid 50#/sy to 99#/sy per course and for 100#/sy per course and greater. (See general notes)

B. **(IV.18) SWEEP, TACK SPREAD AND COMPACT PATCHING**

The work specified in this section includes all equipment, labor and materials necessary to cut, square, sweep, tack, spread and compact for asphalt concrete per ton. Separated pay items for patching will be for cut, square, sweep, tack, spread and compact for asphalt-concrete per ton. (See general notes)

General Notes for A & B

Unit price determination will be based upon total quantities per each Blanket Release Order.

Example: Two 50#/sy leveling courses, each course 300 tons
2 x 300 tons = 600 tons; pay at over 500 tons unit price.

Successive leveling or surface courses comprised of or to be placed on top of SAHM, Type II, or Type III mixes shall not be placed until the previous mat has cooled sufficiently to eliminate distortion and/or displacement of that mat.

Quantities for multiple courses will be combined for unit price determination for material, labor, and equipment.

Intersecting streets shall be pulled to the radius points at a minimum, unless specified by the Pavement Manager or his representative.

Herbicide to be applied to vegetation growing within the asphalt pavement areas a minimum of 24 hours prior to resurfacing at no cost to the County.

Driveways along streets to be resurfaced shall be done on an as-required basis to provide a smooth transition to the travel surface.

Asphaltic-concrete material delivered to job site and sweep, tack, spread, and compact bid items will be combined to determine low aggregate job total for award on a Release Order basis. Where appropriate and where necessary, manhole and water valve adjustment bid items will be combined with the above items to determine low aggregate job total.

SECTION E – TECHNICAL SPECIFICATIONS

All home owners and businesses affected by the project shall be notified a minimum of two days in advance of the beginning of the project. The notification shall be a door hanger with the Successful Bidders name and contact information including phone numbers.

(IV.11, IV.12, IV.13 IV.14, IV15, IV16 IV.17 AND IV.18) BASIS OF PAYMENT
All bid items specified shall be paid under the respective pay items noted on the Bid Form.

(IV.19) REWORK EXISTING ASPHALTIC CONCRETE PAVEMENT
Furnish all labor and equipment and material to heat, scarify, rejuvenate, reshape, add material and compact existing asphalt.

(IV.19) BASIS OF PAYMENT
All bid items specified shall be paid under the respective pay items noted on the Bid Form.

(IV.20) BITUMINOUS DOUBLE SURFACE TREATMENT
The work specified in this section consists of furnishing and applying a single or double application of bituminous surface treatment on a paved roadway or on a prepared road base, compacted to the lines, grades, and thickness established by the County and in substantial conformance with the limits established by the County.

Description: Chip Seal is a pavement surface treatment option that combines a layer of polymer modified liquid asphalt emulsion placed on a prepared base with a layer of aggregate spread and compacted while the asphalt is still liquid.

Materials
Aggregates: Crushed granite conforming to FDOT section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the county. Sampling and testing of aggregate shall be the responsibility of the Successful Bidder.

Copies of test results from the aggregate supplier shall be furnished to the county prior to the start of the surface treatment.

Liquid bituminous material for surface treatment: CRS-2h liquid bituminous material conforming to FDOT specification section 916-4.1 except as modified herein. The bituminous material shall be polymer modified. The Successful Bidder shall certify the liquid bituminous material meets the aforementioned FDOT.

The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from straight-run Venezuelan Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote work ability and minimize stripping. Additives that enhance pavement performance are subject to approval by Manatee County.

Cationic Asphalt Emulsion

Material Designation		
Test on Emulsion:	Minimum	Maximum
Viscosity, Saybolt Furol, 77 degrees F (25 C), s	---	---
Viscosity, Saybolt, 122 degrees F (50 C),	150	400
s		
Storage Stability Test, 24-h, %*		1
Distillation (prior to addition of dilutent)		
% residue by volume of emulsion	65	---
% oil distillate by volume of emulsion	---	0.5
Tests on Residue from Distillation:	---	---
Penetration, 77 °F, 100 g., 5 sec.	70	110
Solubility in Trichloroethylene, %	97.5	---
Ductility, 77 °F, 5 cm./min., cm.	100	---

Material Samples

The County will require the Successful Bidder to sample and test each load of emulsion prior to delivery. The Successful Bidder will also provide a sample of the emulsion, on site, prior to commencing work. The County will require the Successful Bidder to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Successful Bidder will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

Equipment

Distributor: The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard.

The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of

the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

Aggregate Spreader: The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated.

The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be equipped with a computer- controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by County.

Pneumatic Tire Rollers: The Successful Bidder shall use eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

Self-Propelled Rotary Power Broom: The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

Additional Equipment: Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Successful Bidder.

Experience

Bidders must submit a minimum of five Chip Seal project references on the Attachment "A" Contractor's Questionnaire that have been completed within the past three years. Successful Bidders may be required to submit detailed information regarding the staff that they propose for this project. Successful Bidder shall be capable of meeting all the requirements of this specification at the time of the bid.

Construction:

Layout: The Successful Bidder will be responsible for the string lining and lay out of the roadway prior to paving.

Weather and Seasonal limitations: The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Preparation of Surface: The chip seal material shall be placed on a firm unyielding prepared roadway. The Successful Bidder shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The Successful Bidder will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to make

sure the road is free of loose aggregate and other debris.

Application of Bituminous Material: Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

- **Single Chip Seal:** Application of the liquid bituminous material shall be applied at a rate of .38 -.45 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.

- **Double Chip Seal:** The second application of liquid bituminous material shall be applied at a rate of .38 - .42 gallons per square yard depending upon the size of the first layer of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first application of surface treatment.

Application of Cover Aggregate

Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 18 – 30 lbs square yard depending upon the type of road base and/or the size of the existing aggregate that is being resurfaced.

Rolling: Immediately following the first application of the cover material, roll the entire surface with a pneumatic roller, followed immediately with the steel drum roller. Cover the entire surface one time with the steel drum roller. Then, roll the cover material again with the pneumatic roller. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material. Eliminate the steel drum when rolling the second application of cover aggregate.

Apply the second application of liquid and cover material the same day as the first application, as far as it is practicable and consistent with the setting of the liquid bituminous material.

Sweeping: After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed. Following second application again broom loose aggregate from the road bed prior to the application of the fog seal. If temperatures exceed 85 degrees, it may be necessary to wait 24 hours before sweeping the first application of chip seal.

Fog Seal: Upon direction from the County, fog seal is to be applied as a separate pay item. When surface treatment has set, a fog seal is to be applied at a rate of .1 to .15 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water.

Fog seal shall then be lightly sanded at a rate of plus or minus two (2) pounds per square yard by means of a mechanical spreader. (See Specs)

General Performance

Provide completed pavement which performs to the satisfaction of the County without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

Traffic Control

The Successful Bidder shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Successful Bidder shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

(IV.20) BASIS OF PAYMENT

All bid items specified shall be paid under the square yard pay item noted on the Bid Form.

(IV.21) THIN LIFT ASPHALT MIX

The work specified in this section consists of the application procedures for rut filling and or overlaying of existing surfaces for the full pavement width with a hot mix plant product of granite screenings and PG 76-22.

Mix Design: The Successful Bidder shall provide the County with a design mix for approval prior to beginning production. Use Table 1.1 for Gradation Design Range.

Table 1.1

Sieve Size	Gradation Design Range
3/8"	100
No. 4	85-100
No. 8	60-80
No. 16	35-55
No. 30	22-38
No. 50	10-25
No. 100	5-15
No. 200	4-10

SECTION E – TECHNICAL SPECIFICATIONS

Design Requirements	
Asphalt Binder Content %	6.0-8.0
Air Voids %	4.0-8.0

Materials

Asphalt Binder Material: The bituminous material shall be PG 76-22.

Aggregate Material: The aggregate used shall be granite screenings from an approved source, obtained from the crushing of material meeting the requirements of FDOT Section 902.

Tack Coat: A tack coat, as specified in Section 300 of the FDOT Standard Specifications for Road and Bridge Construction, latest version, will be required on existing pavements that are to be overlaid with an asphalt mix.

Construction Methods

Application of SP 4.75: The SP 4.75 mix shall be placed with a conventional paver and compacted with a steel wheel roller in accordance with Section 330 of the FDOT Standard Specifications for Road and Bridge Construction, latest version, and as directed by the County. Should there be a need for herbicide application prior to placement of asphalt; the Successful Bidder shall apply the herbicide following manufacturer's recommendations.

Layer Thickness

The allowable layer thickness for SP 4.75 shall be ½" – ¾" as specified by the County.

Weather Limitations: Application must be made when the ambient temperatures are above 65 degrees F, only when other weather conditions are determined favorable by the County. Night application will not be allowed.

Acceptance at the Plant

The asphalt mixture will be accepted at the plant, with respect to gradation, air voids and asphalt binder content, on a Lot to Lot basis. However, any load or loads of mixture which, in the opinion of the County, are unacceptable for reasons of excessive segregation, aggregates improperly coated, or of excessively high or low temperature will be rejected for use in the work.

Gradation, air voids and asphalt content of the mix will be determined by the County during production at the minimum frequency of once per 1,000 ton LOT produced. The producer shall also verify the gradation, air voids and asphalt content at a frequency of once per 200 Ton Sublot or a minimum of once per day.

SECTION E – TECHNICAL SPECIFICATIONS

The Successful Bidder shall maintain split samples of each day's production for verification testing by the County. Each split sample shall be properly boxed and labeled with the Lot#, Sublot#, date and mix design number. These split samples shall be stored for a period of 30 days, and shall be provided to the County upon request in order to determine the disposition of a whole or partial lot. Should any verification test result fall outside of the tolerance listed in Table 1.1, the County will determine the removal and replacement of failing material at no cost to the County. Production shall be suspended until the County is satisfied that proper corrective action has been taken.

(IV.21) BASIS OF PAYMENT

All bid items specified shall be paid under the respective pay item noted on the Bid Form.

(IV.22, IV.23, IV.24 AND IV.25) MICRO SURFACING

The work specified in this section includes construct a micro surfacing pavement with the type of mixture specified in the release order. Micro surfacing is a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed and spread on a paved surface.

The mix shall be capable of being spread in variable thickness cross-sections (wedges, ruts, scratch courses and surfaces) which, after curing and initial traffic consolidation, resists compaction throughout the entire design tolerance range of asphalt binder content and variable thickness to be encountered. The end product shall maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing.

The mix shall be a quick-traffic system that will be able to accept straight rolling traffic one hour after application.

Materials

Emulsified Asphalt

General Requirements: Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-1h as listed in Table 335-1. The cement mixing test shall be waived for this product.

The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

The County may waive the five-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it prior to use.

Quality Tests: The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 for CSS-1h, with the additions noted in Table 335-1.

SECTION E – TECHNICAL SPECIFICATIONS

Table 335-1 Quality Tests for Emulsified Asphalt		
AASHTO Test No.	Emulsified Asphalt Property	Specification Requirements
AASHTO T 59	Residue after Distillation (1)	62% Minimum
AASHTO T 59	Cement Mixing	NONE
Quality Tests for Emulsified Asphalt Residue		
AASHTO T 53	Softening Point	135°F (57°C) Minimum
(1) Maintain the test temperature at 350°F (177°C) for 20 minutes.		

Sampling, Certification, and Verification: For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the owning agency's designated laboratory for testing before use. When applicable, a pretest number will then be assigned by the designated laboratory, which shall be furnished with all emulsified asphalt delivered to the project.

At any time during application, the County may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the County may require the supplier to cease shipment of that pre-tested product. Further shipment of that pre-tested product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier to the satisfaction of the County. Proper sampling and handling techniques are required, and the testing shall be completed within seven days of the sample being taken. Refer to AASHTO T 40 for emulsified asphalt sampling procedures.

Aggregate

General: Use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or a combination thereof. To assure the material is 100% crushed, the parent aggregate will be larger than the largest stone in the gradation used. Use aggregate source(s) from the list of aggregates available on the Florida Department of Transportation's website and also meeting the requirements of this specification. The URL for obtaining the list of aggregates is:
hftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf.

Aggregate Quality Tests: In addition to the requirements of FDOT Standard Specification Sections 901 and 902, meet the minimum aggregate requirements of Table 335-2.

SECTION E – TECHNICAL SPECIFICATIONS

Table 335-2 Quality Tests for Aggregate		
AASHTO Test No.	Aggregate Property	Specification Requirements
AASHTO T 176	Sand Equivalent	65 Minimum
AASHTO T 104	Soundness	15% Maximum using Na_2SO_4 or 25% Maximum using $MgSO_4$
AASHTO T 96	Abrasion Resistance (1)	30% Maximum
(1) The abrasion test will be performed on the parent aggregate.		

Gradation Requirements: When tested in accordance with AASHTO T 27 and AASHTO T 11, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type II or Type III mixture shown in Table 335- 3.

Table 335-3 Aggregate Gradation Requirements			
Sieve Size	Type II Mix Design Range Percent Passing	Type III Mix Design Range Percent Passing	Stockpile Tolerance from Mix Design Percent Passing
3/8 inch	100	100	N/A
No. 4	90 – 100	70 – 90	± 5%
No. 8	65 – 90	45 – 70	± 5%
No. 16	45 – 70	28 – 50	± 5%
No. 30	30 – 50	19 – 34	± 5%
No. 50	18 – 30	12 – 25	± 4%
No. 100	10 – 21	7 – 18	± 3%
No. 200	5 – 15	5 – 15	± 2%

The aggregate will be accepted from the stockpile located at the project. The stockpile will be accepted based on five quality control gradation tests conducted in accordance with AASHTO T 2 and one sand equivalency test conducted in accordance with AASHTO T 176. If the average of the five gradation tests is within the stockpile tolerances shown in Table 335-3 for all of the sieve sizes, and the one sand equivalent test meets the requirement shown in Table 335-2, then the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in Table 335-3 for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in blending must meet the quality tests shown in Table 335-2 before blending and must be blended in a manner to produce a consistent gradation and sand equivalent value. If the sand equivalent quality control test does not meet the criteria shown in Table 335-2, remove the stockpiled material and replace it with new aggregate.

If new aggregate is obtained or blending of aggregates is performed resulting in an aggregate that is not represented by the mix design, submit a new mix design to the County for approval prior to production of the mix.

The County may obtain stockpile samples at any time. If the average of five gradation tests conducted in accordance with AASHTO T 2 is not within the gradation tolerances shown in Table 335-3 for any sieve size, or if the sand equivalent value does not meet the requirements of Table 335-2, cease production until the problem is corrected to the satisfaction of the County.

All stockpiled aggregates shall be screened at the stockpile area prior to delivery to the paving machine to remove oversize material and non-desirable particles. The screened aggregate will be placed directly into the nurse truck or into the micro surfacing mixing machine, depending on whether continuous or truck mounted machines are used. Screened aggregate may not be placed on the ground prior to mixture laydown.

Mineral Filler: Utilize non air-entrained Portland cement or hydrated lime that is free from lumps. The county will accept the mineral filler by visual inspection. The type and amount of mineral filler shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent mineral filler may be permitted during production if it is found to result in better consistency or set times. Any changes to the percentage of mineral filler must meet the requirements of Table335-5.

Water: Utilize water that is potable and free of harmful soluble salts, reactive chemicals, or any other contaminants.

Additives: Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

Mix Design

Before work begins, the Successful Bidder shall submit a mix design to the County. The mix design must have an aggregate source used on five (5) similar projects within the last year and have been developed using specific materials to be used on project. Mix designs shall be developed by an independent laboratory with no affiliation to the emulsion supplier or successful bidder and has experience in designing micro surfacing mixtures. When requested by the County, verification shall include confirmation of the mix design results for wet cohesion and 1hour wet track abrasion loss. Projects requiring rut filling, or multilayer application, shall also require lateral displacement confirmation.

Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria. Allow the County a maximum of one week to either conditionally verify or reject the mix design.

SECTION E – TECHNICAL SPECIFICATIONS

Meet the requirements provided in Table 335-4. After the mix design has been approved, no substitutions to the mix design will be permitted, unless approved by the County. The County will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed.

The release order project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

Table 335-4
Mix Design Testing Requirements

ISSA Test No.	Property	Specification Requirements
ISSA TB-139(1)	Wet Cohesion: @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
ISSA TB-109	Excess Asphalt by Loaded Wheel Tester (LWT) Sand Adhesion	50 g/ft^2 Maximum
ISSA TB-114	Wet Stripping	90% Minimum
ISSA TB-100	Wet-track Abrasion Loss: One-hour Soak Six-day Soak	 50 g/ft^2 Maximum 75 g/ft^2 Maximum
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb.	5% Maximum 2.10 Maximum
ISSA TB-113(1)	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

(1) The Cohesion test and Mixing Time test should be checked and reported for the highest temperatures expected during construction.

The mix design must clearly show the proportions of aggregate, emulsified asphalt, mineral filler, water, and additive usage based on the dry weight of the aggregate. Meet the mix design component material requirements provided in Table 335-5.

Table 335-5
Mix Design Component Material Requirements

Component Materials	Specification Requirements
Residual Asphalt	5.5 to 10.5% (by dry weight of aggregate)
Mineral Filler	0.5 to 3.0% (by dry weight of aggregate)
Polymer-based Modifier	Minimum of 3.0% (solids based on asphalt weight content)
Additives	As needed
Water	As required to produce proper mix consistency

The materials (aggregates, emulsion, mineral filler, and additives) must be from the same source, grade and type used to develop the approved mix design. Any substitutions or alternate supplies must be preapproved by the County.

Changes in the aggregate source or emulsion source requires re-validating the mix design and the performance properties. Blending, co-mingling and otherwise combining materials from two or more sources, grades or types not noted in the approved Mix Design is strictly prohibited. Aggregate stockpiles and emulsion material should be located at or near the job site in sufficient quantity for the job or designated parts of the job.

Equipment

General: Maintain all equipment, tools, and machines used in the performance of this work in satisfactory working condition at all times to ensure a high-quality product.

Mixing Equipment: Use a machine specifically designed and manufactured to place micro surfacing. Truck mounted and self-loading continuous machines are acceptable. Mix the material with an automatic-sequenced, self-propelled micro surfacing mixing machine. It shall be a continuous-flow mixing unit able to accurately deliver and proportion the mix components through a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for all mix components to maintain an adequate supply to the proportioning controls.

Self-loading continuous machines shall be capable of loading materials while continuing to lay micro surfacing, thereby minimizing construction joints. Self-loading continuous machines shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the micro surfacing material and shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment-manufacturer design.

Proportioning Device: Provide and properly mark individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additives, and water).

Spreading Equipment: Agitate and spread the mixture uniformly in the spreader box by means of twin-shafted paddles or spiral augers fixed in the spreader box. Provide a front seal to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means to hydraulically adjust the box width automatically while traveling behind the mixing unit, and be able to side shift the box to compensate for variations in the pavement geometry.

Secondary Strike-off: Provide a secondary strike-off to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box.

Rut-filling Equipment: When required by the plans, micro surfacing material may be used to fill ruts, utility cuts, depressions in the existing surface, etc.

SECTION E – TECHNICAL SPECIFICATIONS

When rutting or deformation is less than 1/2 inch, a full width scratch course may be applied with the spreader box using a metal or stiff rubber strike-off. Ruts of 1/2 inch or greater in depth shall be filled independently with a rut-filling box, either five or six feet in width. Ruts that are in excess of 1-1/2 inch in depth may require multiple applications with the rut-filling box to restore the cross-section.

When a rut box is used, emulsified asphalt content may be reduced by 0.5% of the mix design target. Any reduction of emulsified asphalt content must be within the tolerance of the job mix formulation listed in the mix design. Material placed with the rut-filling box shall have a 1/4 inch crown to allow for traffic consolidation. Before placing subsequent lifts, allow all rut-filling material to cure under traffic for at least 24 hours.

Auxiliary Equipment: Provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment necessary to perform the work.

Calibration

Calibrate each mixing unit to be used in the performance of the work in the presence of the County prior to the start of construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. Document the individual calibration of each material at various settings, which can be related to the machine metering devices. Do not utilize any mixing unit on the project until the calibration has been completed and approved by the County. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and accepted.

Weather Limitations

Do not apply micro surfacing if either the pavement or air temperature is below 50°F and falling. Micro surfacing may be applied when both pavement and air temperatures are 45°F and rising. Do not apply micro surfacing when there is the possibility that the finished product will freeze within 24 hours. Do not apply micro surfacing in the rain or when there is standing water on the pavement. The mixture shall not be applied when weather conditions prevent opening to traffic within a reasonable amount of time, as determined by the County.

Surface Preparation

General: Remove any thermoplastic striping materials and retro-reflective pavement markers in the areas to be micro surfaced. Provide temporary striping as necessary to comply with task requirements. Immediately prior to applying the micro surfacing, clear the surface of all loose material, silt spots, vegetation, and other material that will negatively affect the quality of the micro surfacing, utilizing any standard cleaning method. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying micro surfacing. Protect manholes, valve boxes, drop inlets and other service entrances from the micro surfacing mixture by a suitable method. The County will approve the surface preparation prior to micro surfacing. No loose aggregate, either spilled from the lay-down machine or existing on the road, will be permitted.

SECTION E – TECHNICAL SPECIFICATIONS

Cracks: If the plans call for crack filling prior to construction of the micro surfacing treatment, pre-treat any cracks in the surface of the pavement with a crack filler meeting the material requirements of FDOT Developmental Specification Section 305 prior to the application of the micro surfacing. Fill any cracks with a width greater than 1/4 inch. Do not overfill the cracks. Crack filling material must cure for a minimum of 30 days prior to application of the micro surfacing.

Rumble Strips: Where shoulders are not to be micro surfaced, prevent material from being applied to or entering any rumble strip depressions. If necessary, remove any material that enters the depressions. When rumble strips are to be micro surfaced, place a scratch course to fill the depressions prior to placing the final surface course.

Tack Coat: Place a tack coat on all concrete or brick pavement prior to constructing a micro surfacing course. In general, the County will not require a tack coat on asphalt pavements except in areas that are extremely dry or raveled, as determined by the County. If required, the tack coat should be type SS, type CSS, or the micro surfacing emulsified asphalt. It may consist of one part emulsified asphalt to three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05-0.15 gallons per square yard.

Test Strip

Construct a test strip for the County to evaluate. The test strip should be performed in similar conditions as those expected during actual application. The test strip shall be 1,000 feet in length at a location not associated with the project within reasonable proximity to the project staging area. The intention of the test strip is to assure adequate workmanship, aesthetics and that the cure time of the mixture is achievable when applied with the personnel, equipment and materials intended for use during execution of the project. Acceptable cure time is defined by the ability of the test strip to accept rolling traffic within one hour after placement. Full production may begin once the test strip has been accepted by the County.

If the County deems the test strip to be unacceptable, the Successful Bidder shall make any necessary changes. Once the County is satisfied that the cause of the problem has been remedied, the Successful Bidder may resubmit a new test strip for evaluation.

Application

General: Pre-wet the surface by fogging ahead of the spreader box with water. Adjust the rate of application of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The micro surfacing shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, balling, or unmixed aggregate in the micro surfacing mixture. Do not leave streaks, such as those caused by oversized aggregate, in the finished surface.

SECTION E – TECHNICAL SPECIFICATIONS

If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 square yard area. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in depth or greater, when measured by placing a 10 foot straight edge over the surface.

Rate of Application: The average single application rate, as measured by the Successful Bidder, shall be in accordance with Table 335-6, unless otherwise specified

in the plans. Full width application rates must be maintained within plus or minus 2 pounds per square yard of the specified rate. Application rates are based upon the weight of dry aggregate in the mixture. The maximum thickness of any single layer of micro surfacing at the edge of the pavement shall be 1/4 inch.

Table 335-6
Rate of Application

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATE(1)	
Type II	Collectors, Local Roads, and Airport Runways	Single Application: 15-21 lbs./yd^2	Double Application (two lifts): Bottom: 14-18 lbs./yd^2 Top: 16-20 lbs./yd^2 Total: 30-34 lbs./yd^2
	Scratch or Leveling Course	As Required --- 14 lb./yd^2 (minimum)	
Type III	Interstate, Arterial Routes, and Wheel Ruts	Single Application: 18-26 lbs./yd^2	Double Application (two lifts): Bottom: 16-22 lbs./yd^2 Top: 18-22 lbs./yd^2 Total: 34-44 lbs./yd^2
	Scratch or Leveling Course	As Required --- 16 lb./yd^2 (minimum)	

(1) Suggested application rates are based upon the weight of dry aggregate in the mixture.

Joints: Prevent excessive buildup, uncovered areas, or unsightly appearance on longitudinal and transverse joints. Provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Place longitudinal joints on lane lines, where possible. Use half passes and odd-width passes only when absolutely necessary. Do not apply a half pass as the last pass of any area. Do not overlap longitudinal lane line joints by more than three inches. Do not construct joints having more than a 1/4 inch difference in elevation when measured by placing a 10 foot straight edge over the joint and measuring the elevation drop-off. Construct longitudinal joints so that water is not held at the joint. Construct transverse joints at the beginning and end project limits so that the elevation difference the micro surfacing and the adjacent pavement does not exceed ¼ inch.

SECTION E – TECHNICAL SPECIFICATIONS

Mix Stability: Produce a micro surfacing mixture that possesses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. The mixture shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the spreader box while applying micro surfacing material under any circumstances.

Handwork: Utilize hand squeegees to provide complete and uniform coverage of micro surfaced areas that cannot be reached with the mixing machine. Lightly dampen the area to be hand worked prior to mix placement, if necessary.

Care shall be exercised to leave no unsightly appearance from handwork. When performing handwork, provide the same type of finish as that applied by the spreader box.

Lines: Construct straight lines along curbs and shoulders. Do not permit runoff on these areas. Keep lines at intersections straight to provide a good appearance. If necessary, utilize a suitable material to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than 2 inches horizontally.

Cleanup: Remove micro surfacing mixture from all areas such as manholes, gutters, drainage structures, rumble strips, and as otherwise specified by the County. On a daily basis, remove any debris resulting from the performance of the work.

Post Sweeping: If required by the County, broom the surface of any loose material within 48 hours after the completion of the micro surfacing. If directed by the County, perform this operation again approximately seven to ten days after completion of the micro surfacing as needed. Additionally, clean the surface, as necessary, prior to application of the final pavement markings.

Quality Control and Assurance.
Experience: All contractors and subcontractors shall be FDOT prequalified in the work classes of flexible paving and hot plant mixed bitum. courses. Before work begins, the Successful Bidder shall submit a minimum of five (5) Micro-surfacing project references from a City or County in the State of Florida, that have been completed within the past three years. Successful Bidder shall submit detailed information: indicating the project date, number of square yards treated in each and phone number of the government official in charge of each project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid.

General: Produce a mixture that will meet the mix design and the quality control (QC) tolerances specified in Table 335-7. Notify the County immediately if QC test results exceed the tolerances specified in Table 335-7, and stop mix production. Identify the cause of the deviation, and determine the corrective action necessary to bring the mixture into compliance. Obtain the County's approval before resuming work.

The County reserves the right to verify, at agency cost, QC test accuracy by an independent laboratory not heretofore associated with the project. If the County identifies a condition that causes an unsatisfactory micro surfacing treatment, immediately stop production work and correct the defect at no additional cost.

SECTION E – TECHNICAL SPECIFICATIONS

Table 335-7 Micro Surfacing Quality Control Tolerances							
Aggregate Gradation Tolerances (±)							
Sieve Size	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
Tolerance	5.0%	5.0%	5.0%	5.0%	4.0%	3.0%	2.0%
General Quality Control Tolerances (±)							
Parameter				Tolerance			
Asphalt Cement Content Single Test				0.5% from mix design			
Asphalt Cement Content Daily Average				0.2% from mix design			
Application Rate (as determined by 1,000 ft yield checks)				2 lb./yd^2			
Sand Equivalent Test (ASTM D2419)				7% from mix design			

Successful Bidder's Quality Control Plan: Provide and follow a QC plan that will maintain QC for production and construction processes. Provide the County with a copy of the QC plan for review and approval before the pre-construction meeting. Include, at a minimum, the following items:

The source materials used on the project.
Sampling and testing methods used to determine compliance with material specifications.
The equipment to be used on the project.
Calibration method used to determine compliance with the mix design.
Pavement cleaning and preparation procedure.
Plan for protecting micro surfacing mixture from damage by traffic.
Procedure for monitoring initial acceptance requirements.
An action plan demonstrating adjustments of the micro surfacing operation for adverse environmental conditions.

Minimum Sampling and Testing Frequency

Fine Aggregate Gradation: Sample fine aggregate from the project stockpile and test for gradation and sand equivalency. Perform one test per 500 tons of fine aggregate.

At the discretion of the County an alternative would allow certification of an entire stockpile. The stockpile will be accepted based on five quality control gradation tests conducted in accordance with AASHTO T 2 and five sand equivalency tests conducted in accordance with AASHTO T 176. If the average of the five gradation tests is within the stockpile tolerances shown in Table 335-3 for all of the sieve sizes and the five sand equivalent tests meets the requirement shown in Table 335-2, then the stockpile is accepted.

Asphalt Content: Calculate the percent asphalt content of the mixture at least three times per day. The County on-site representative shall randomly determine the timing for the readings used to calculate asphalt content.

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Application Rate: Calculate the yield of the course placed at least three times per day. The County on-site representative shall randomly determine the timing for the readings used to calculate application rate.

Documentation: Complete a daily report that includes the following information:

Job number
Route/Street Name(s)
County's On-Site Representative
Date
Air temperature – Min/Max (during application)
Unit weight of emulsion (pounds per gallon)
Beginning and ending application locations
Counter readings (beginning, ending, and total difference)
Total area (square yards)
Aggregate weight
Gallons of emulsion
Application rate (pounds per square yard)
Successful Bidder's authorized signature
QC aggregate properties (if required)
Asphalt emulsion bill of lading(s)

Acceptance

Allow the County access to in-progress work for quality assurance review and testing. Upon completion of work, schedule an inspection with the County. The County will note deficiencies. Any deficiencies identified during this process will be addressed by the Successful Bidder at no additional cost.

(IV.22, IV.23, IV.24 AND IV.25) BASIS OF PAYMENT

The micro surfacing (referencing FDOT No. 335-1) shall be paid for at the unit price per square yard, completed and accepted. Such price and payment shall be full compensation for performing all work included in this section, and shall include the cost of all materials, including the cost of the emulsified asphalt and aggregate. Crack sealing, if required, shall be paid for under the appropriate pay item.

(IV.26) CONSTRUCTION SEALING OF ASPHALTIC CONCRETE SURFACES COURSES WITH AN ASPHALT REJUVENATING AGENT
(IV.27) RESTORATIVE SEALING OF ASPHALT PAVEMENT WITH ASPHALT REJUVENATIVE AGENT RESTRICTIVE SEAL
(IV.28) ASPHALT REJUVENATING AGENT
(IV.29) ASPHALT REJUVENATING EMULSION

The work specified in the section shall consist of furnishing all labor, equipment, and material, in performing all operations necessary for the rejuvenation and in-depth sealing of asphaltic-concrete surface course by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water, complete, in accordance with the specifications, the applicable drawings and subject to the terms and conditions of the blanket purchase order.

SECTION E – TECHNICAL SPECIFICATIONS

MATERIAL

The asphalt rejuvenating agent shall be composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the following physical and chemical requirements.

SPECIFICATIONS
Test Method Requirements

Tests		ASTM	AASHTO	Min.	Max.
Test on Emulsion:					
Viscosity @ 25˚C, SFS	I	D244	T-59	15	40
Residue, % W (1)		D244 (Mod.)	T-59(Mod.)	60	65
Miscibility Test (2)		D244 (Mod.)	T-59(Mod.)	No	
Coagulation					
Sieve Test, % W (3)		D244 (Mod.)	T-59(Mod.)		0.1
Particle Charge Test		D244	T-59		
Positive					
Percent Light Transmittance (4)		GB	GB	30	

Test on Residue from Distillation:

	ASTM	AASHTO	Min.	Max.
Flash Point, COC, ˚C	D-92	T-48	196	-
Viscosity @ 60˚C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6
$PC + A_1$ (5)				
$S + A_2$ (5)				
PC/S Ratio	D-2006-70	-	0.5	-
Saturated Hydrocarbons, S (5)	D-2006-70		21	28

A. ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

B. Test procedure identical with ASTM D-244 except that 0.2 Normal Calcium Chloride solution shall be used in place of distilled water.

C. Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

D. Test procedure is attached.

SECTION E – TECHNICAL SPECIFICATIONS

E. Chemical composition by ASTM Method D-592006-70:

PC = Polar Compounds	A_1 = First Acidaffins
A_2 = Second Acidiaffins	S = Saturated Hydrocarbons

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer; such satisfactory service being based on the capability of the material to significantly decrease the viscosity and increase penetration value of the asphalt binder in the pavement surface to depth of at least three eighths inch (3/8") and to seal the pavement in-depth to the intrusion of air and water.

The bidder should submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements; and previous use documentation and test data conclusively demonstrating that the rejuvenating agent has been used successfully for a period of five years by government agencies as to the required change in asphalt binder viscosity and penetration number. Testing data shall be submitted indicating such product performance. The product RECLAMITE, or approved equal, is acceptable for these requirements.

PRODUCT STANDARDS AND ALTERNATES

The name or (brand) named in this specification, whether or not the words **"or approved equal"** are used, shall be known as standard. The price bid shall be based on the standard specified herein. Should a bidder wish to submit a bid for an Alternate to the standard specified; bidder shall indicate "Alternate Bid" on the Bid Form and submit the following:

1. List the proposed Alternate on the Bid Form with the product name and price.

2. Furnish complete specifications and descriptive literature for the Alternate as well as a one-gallon sample of the material proposed for use. Such descriptive detailed information shall be complete and at least equal in detail to the specification requirements for the standard item for which the alternate is offered.

The Alternate will be given consideration by the County. The Successful Bidder may furnish only those Alternate items included in his bid and approved by the County prior to award of blanket purchase order.

PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE OF EMULSIONS

A. APPARATUS

1. Container may be glass, plastic or metal having a capacity of 6,000 ml.

SECTION E – TECHNICAL SPECIFICATIONS

2. Graduated cylinder, 1,000 ml, or greater.

3 Light transmittance measuring apparatus, such as Bausch and Lomb or Lumitron spectrophotometer.

4. Graduated pipette having 1 ml capacity to 0.01 ml accuracy.

5. Suction bulb for use with pipette.

6. Test tubes compatible with spectrophotometer, ¾ " x 6", Bausch and Lomb, Catalog #33-17-81, (B&L).

B. CALIBRATION OF SPECTROPHOTOMETER

1. Calibrate spectrophotometer as follows:
(a) Set wavelength at 580 mu,
(b) Allow spectrophotometer to warm-up thirty minutes,
`` (c) Zero percent light transmittance (%LT) scale,
(d) Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full,
(e) Place tube in spectrophotometer and set %LT scale at 100, and (f) Repeat steps (c) and (e) two times or until no further adjustments are necessary.

2. Calibrate the emulsion samples test tube as follows:
(a) Rinse out test tube with tap water three times and fill to top of circle mark,
(b) Calibrate spectrophotometer,
(c) Test tube may be used for the emulsion samples. If the %LT is not 100, repeat steps (a) through (c) with other test tubes until one is found with a reading of 100% LT.

C. PROCEDURE

1. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.

2. Place 2,000 ml tap water in container.

3. Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside pipette.

4. Using suction bulb, blow emulsion into container.

5. Rinse pipette by sucking in diluted emulsion solution and blowing out. Continue until pipette is clean.

6. Clean pipette with soap or solvent and water. Rinse with acetone.

7. Stir diluted emulsion thoroughly.

8. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.

9. Calibrate spectrophotometer.

10. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest integer.

11. Repeat steps 9 and 10 until three identical consecutive readings are achieved.

12. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

If no Alternate is indicated on the Bid Form, the Successful Bidder shall furnish the standard (brand) specified. Should the Alternate offered be found unacceptable by the County based on the data submitted with the bid and/or no bid is entered on the Bid Form for the standard, then said bid will be considered non-responsive.

APPLICATION TEMPERATURE

The temperature of the emulsion at the time of application shall be as recommended by the manufacturer.

HANDLING OF ASPHALT REJUVENATING AGENT

Contents in tank cars or storage tanks shall be circulated at least ten minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be introduced into the distributor with enough force to cause agitation and thorough mixing of the two materials.

To prevent foaming, the discharge end of the water hose or pipe which shall be used as a spreader shall be kept below the surface of the material in the distributor. It will be cleaned of all of its asphalt materials and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the County.

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the emulsion uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent.

Distributor equipment shall include full circulation spray bars, pump, tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas or patches inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor rate and uniformity of distribution shall be made when directed by the County.

WEATHER LIMITATIONS

The emulsion shall be applied only when the existing surface to be treated is thoroughly dry and when the weather is clear and is not threatening to rain. The emulsion shall not be applied when the atmospheric temperature is below 40 degrees F.

APPLICATING EQUIPMENT:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires.

The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate. The rate of application shall be computer controlled such that the selected rate of application remains constant at any variation in speed of the vehicle.

Distributor equipment shall include full circulation spray bars, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the County.

The truck used for applying sand shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the sand onto driveways or tree lawns.

The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the County.

APPLICATION

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for conditions. The combined mixture of asphalt rejuvenating agent and

water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the County following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the County grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the County, shall have the required amounts applied in two or more applications as directed.

After the rejuvenating emulsion has penetrated, a light coating of sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the County. The sand shall be swept and removed from the streets and properly disposed of at the Successful Bidder's expense within 24 hours of application.

The Successful Bidder shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the County, the Successful Bidder shall take representative samples of material for testing.

The rejuvenating agent shall be applied by an experienced applicator of such material. The applicator shall have a minimum of three years' experience in applying the product proposed for use. He should submit with his bid a list of the last five projects on which he applied said rejuvenator. He is to indicate the project date, number of square yards treated in each and the name and telephone number of the contact for each project.

STREET SWEEPING

The Successful Bidder shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand-brooming, power blowing or other approved methods. If, in the opinion of the County, the hand cleaning of the pavement surface is not sufficient than a self-propelled street sweeper shall be used to insure complete surface cleaning.

All sand used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the County. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, after sand is swept and in the opinion of the County a condition exists on the roadway, the Successful Bidder must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of sand.

TRAFFIC

The Successful Bidder shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the

areas to be treated.

SECTION E –TECHNICAL SPECIFICATIONS

Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the County, has become complete and the area is suitable for traffic.

When, in the opinion of the County, traffic must be maintained at all times on a particular street, then the Successful Bidder shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Successful Bidder shall be responsible for all traffic control and signing required to permit safe travel. The Successful Bidder shall notify the police and fire departments as to the streets that are to be treated each day.

If, in the opinion of the County, proper signing is not being used, the Successful Bidder shall stop all operations until safe signing and barricading is achieved.

METHOD OF MEASUREMENT
Construction sealing with rejuvenating agent will be measured by the square yard.

(IV26, IV.27, IV.28 and IV.29) BASIS OF PAYMENT
The accepted quantities for construction sealing with asphalt rejuvenating agent, measured as provided for above, shall be paid for under the respective pay item noted on the Bid Form which shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

REGULATORY COMPLIANCE
The County shall furnish applicable compliance with Florida Department of Environmental Regulation, Florida Department of Natural Resources, and U.S. Environmental Protection Agency rules and regulations. Links provided at front of technical specifications.

(IV.30) PAVEMENT MILLING
Furnish all necessary labor, equipment, and materials to cold-mill existing asphaltic-concrete surfaces to depths specified.

This item may be used to remove underlying base material after asphaltic-concrete is removed.

If two or more passes are required to remove the designated material, the unit price based on total area (number of passes times surface area) will be applied to each pass.

Example / 3,000 sy surface area: First Pass - Remove 1 ¼" asphaltic-concrete; second pass- Remove 3" shell base. 2 passes times 3,000 sy = 6,000 sy. Pay Items: First Pass- 3,000 sy x unit price 1" - 2" average cut (5,001 - 10,000 sy); Second Pass - 3,000 sy x unit price over 2" average cut (5,001 - 10,000 sy)

The County at its option can retain all materials produced from the milling process. Successful Bidder shall haul such materials to County property per cost for equipment rental (Bid Form Section III) the Successful Bidder will be responsible for the removal/disposal of all unwanted materials and shall keep all drainage structures free of debris from the milling process.

Desired finish crown to be 5/16".

The Successful Bidder shall furnish all necessary signs, flag persons, etc. that are in keeping with good practice and/or as required by the County for traffic control.

The Successful Bidder shall be responsible to surface any milled surface within 48 hours of the milling process. **The Successful Bidder is responsible for any exposed base once the road is milled.**

A. Asphalt millings and or clean concrete debris from county projects. Calculated by weight per volume. 1" per/sy milling = 80# and 1 CY of concrete = 1800#.

(IV.31) RECLAIMED ASPHALT – CREDIT
(IV.32) RECLAIMED NON-ASPHALTIC BASE MATERIAL

When removed materials are of value and the Successful Bidder takes possession of them, the Successful Bidder will credit back to the County this amount per ton of materials according to the following conversion.

(IV.39) MANHOLE ADJUSTMENT (ADJUSTMENT RINGS) (IV.43) WATER VALVE ADJUSTMENT
(V.39) INSTALL CONCRETE COLLAR

The work specified in the section shall consist of the adjustment to manholes (MH) and water valves (WV) to be done after resurfacing has been completed. All such utility boxes to be located by Successful Bidder prior to paving. The asphalt crew shall remove all asphalt/concrete material to expose the lids per adjustment. After paving, the boxes are to be raised to meet the proper finished grade of the road. Metal rings approved by the county or concrete collar will be acceptable at the discretion of Manatee County. The traffic control is related to where the manhole actually is in the roadway and not the size of the roadway. Some structures that are right on the land lines or centerline will affect 2 lanes of traffic directly and appropriate traffic control method must be chosen but is clearly more effort than for an item affecting just one lane.

A concrete collar of 12" minimum width and 12" minimum thick Portland cement will be poured around water valves to the finished surface grades. Manholes:

1. Use 3/8" rock in concrete collars
2. Concrete collars should be 30" x 30" minimum overall
3. Use brick, concrete or iron rings to raise to grade
4. Grout inside of manhole and/or chimneys
5. Remove concrete, brick, grout or any other debris that has fallen into manhole during adjustment.

A combination of quantities (manholes and water valves) can be used to determine unit price for the total number of units. Example: 3 manholes + 4 water valves = 7 units to be paid under 6 - 10 units.

SECTION E – TECHNICAL SPECIFICATIONS

Where appropriate and when necessary, manhole and water valve adjustments will be combined with asphaltic-concrete and sweep, tack, spread, and compact bid items to determine low aggregate job total.

(IV.39 & V.39) MANHOLE and WATER VALVE ADJUSTMENT as a PART of BASE RECONSTRUCTION

The work specified in this section shall consist of the adjustment of each manhole frame, including ring & cover adjusted to proposed finished grade, precast concrete riser rings as required, all protective coatings, sealing of lift holes, rainwater protector, all materials and surface restoration, and all protective coatings and seals as applicable.

Measurement shall be for each manhole frame & cover adjusted, complete, watertight, and accepted. All components shown or called for by the Manatee County Utility Standard Detail US-2 shall be included in the unit price bid for Manhole, Adjust, and Utilities. Saw cutting, excavation, backfill, surface restoration except asphalt milling & overlay, including up to 12 inches thickness of SP12.5 asphalt, preparation of subgrade to

LBR 40 and compaction to 98% maximum density, all concrete, and any and all other items necessary for a completed assembly in accordance with the Blanket Purchase Order shall be included. Payment shall represent full compensation for all labor, materials, equipment and incidental items necessary to complete each manhole frame & cover adjustment, ready for approval and acceptance by the County.

(IV.39) BASIS OF PAYMENT

All bid items specified shall be paid under per each and per day and pay item noted on the Bid Form.

(IV.41) MANHOLE FRAME AND COVER, FURNISH AND INSTALL

The work specified in this section shall be made for each manhole frame & cover removed and replaced with new manhole frame and cover, adjusted to proposed finished grade, including new frame and cover, precast concrete adjustment rings, mortar, all materials and surface restoration except asphalt mill & overlay, all protective coatings and seals as applicable, sealing of lift holes, and rainwater protector. Successful Bidder shall include road restoration cost to F&I up to 12 inches thickness of SP 12.5 asphalt in 2 inch lifts around each manhole and preparation of subgrade as required by FDOT, minimum LBR 40, compacted to 98% maximum density.

Measurement and Payment shall be for each manhole frame & cover installed complete and accepted. The unit price shall be full payment for all saw cutting, excavation, bedding, backfill, dewatering, compaction, concrete, subgrade preparation, road base, asphalt pavement repair and replacement, disposal of all waste, and any and all other items necessary for a completed system in accordance with the Blanket Purchase Order Documents. All components shown or called for by the Manatee County Utility Standard Detail US-2 shall be included in the unit price bid for Manhole Frame & Cover F&I. Payment shall represent full compensation for all labor, materials, equipment and incidental items necessary to complete each manhole frame & cover, ready for approval

and acceptance by the County.

(IV.41) BASIS OF PAYMENT
All bid items specified shall be paid under the unit and per day pay items noted on the bid form.

(IV.40) FDOT MANHOLE ADJUSTMENT
The work specified in this section consists of the replacement of sanitary manhole rings and covers and/or adjustment of them to finished grade. The work also includes adjustment of valve boxes to finished grade, pavement and sidewalk removal and replacement, surface restoration, and associated Maintenance of Traffic. All work in FDOT right-of-way shall comply with FDOT standards and requirements, Utility Work Schedules, including coordination with FDOT Successful Bidders, and may include night work. Refer to the applicable FDOT contract documents for additional information. The dates and timing of the work in FDOT right of way shall be determined by FDOT and their Successful Bidders.

The Successful Bidder shall perform the work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the County.

The Successful Bidder shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Blanket Purchase Order or not.

(IV.39) MANHOLE ADJUSTMENT (ADJUSTMENT RINGS)
(IV.43) WATER VALVE ADJUSTMENT
(V.53) INSTALL CONCRETE COLLAR
ESTIMATED RELEASE ORDER QUANTITIES
The quantities shown on the awarded release order are approximate and are given only as a basis of calculation upon which the award of the release order are to be made. The County does not assume any responsibility for the final quantities, nor shall the Successful Bidder claim misunderstanding because of such estimate of quantities. Final payment will be made only for satisfactorily completed quantity of each item.

WORK OUTSIDE AUTHORIZED LIMITS
No payment will be made for work constructed outside the authorized limits of work.

MEASUREMENT STANDARDS
Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

AREA MEASUREMENTS
In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

SECTION E – TECHNICAL SPECIFICATIONS

(IV.40) BASIS OF PAYMENT

All bid items specified shall be paid under the per unit pay item noted on the Bid Form.

(IV.42) FDOT VALVE BOX ADJUSTMENT

The work specified in this section shall be for the adjustment of each valve box to proposed finished grade, as shown on the provided drawings or as directed by the County. Payment shall be made for each valve box adjusted, and shall represent full compensation for all labor, material and equipment, excavation, including rock, bedding, backfill, compaction, concrete, road base, asphalt pavement repair and replacement, disposal of all waste, and any and all other items necessary to complete this Bid Item.

MOBILIZATION FOR UTILITY WORK ON FDOT ROW

Preparatory work and operations in mobilizing startup and breakdown of a project, including, but not limited to, operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site.

MAINTENANCE OF TRAFFIC TO FDOT STDS. AND COORDINATION

Payment for all work included in this Bid Item will be made at the applicable per day price bid for MOT to FDOT Standards & Coordination. This pay item includes furnishing and installing all traffic control for the Work as required by FDOT and Manatee County. Payment shall represent full compensation for all labor, materials, necessary equipment, and incidentals necessary to complete the work.

(IV.42) BASIS OF PAYMENT

All bid items specified shall be paid under the per unit pay item noted on the Bid Form.

(IV.44) MOBILIZATION

The work specified in this section covers the global Successful Bidders costs (materials, labor, equipment and all incidentals) of moving into and setting up a job site. It is intended to cover costs such as but not limited to, moving of equipment and materials and other incidentals to the job site and establishment of a storage/staging area per release order for each County delivery zone.

(IV.44) BASIS OF PAYMENT

Mobilization will be paid for each release order issued for each County delivery zone. Work areas within a 1/4 mile radius (which may not be directly connected) shall be billed at one mobilization cost.

(IV.46) MAINTENANCE OF TRAFFIC

The work specified in this section covers the below pay items for Maintenance of Traffic and shall conform to the current edition of the FDOT Roadway and Traffic Design Standards and the current edition of the Federal Highway Administration's (F.H.W.A.'s) Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways, (MUTCD). Items will be paid based on the scope of each item used by day or hour.

SECTION E – TECHNICAL SPECIFICATIONS

The items are:

Crew Complete – This includes personnel and equipment to have at least self-transportation, supervision and two flaggers.

Flag Personnel – This includes personnel and equipment to have two flaggers on the job site.

Additional Flag Personnel – This includes personnel and equipment when a single additional flagger is required.

Temporary Signal Detection – This includes the labor and equipment to provide manual input to a traffic signal for vehicle detection when the project has removed the loops and the intersection must continue to operate with detection functional.

Coordination with the maintaining traffic signal authority is also included.

Law Enforcement Personnel – This includes all cost and effort needed to provide a hired, uniformed law enforcement officer with cruiser to be on site for security or traffic control.

(IV.46) BASIS OF PAYMENT

All bid items specified shall be paid under the day / per hour pay item noted on the Bid Form.

(IV.47) FULL DEPTH PAVEMENT RECLAMATION

The work specified in this section shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement and existing base course material. The manufacture of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of additives if called for by the County. The process which results in a stabilized base course, shall be accomplished in accordance with these specifications and conform to the lines and grades or as established by the County.

The remaining base material and/or sub grade may be modified to properly accommodate the stabilized base material. Any modification of this nature, if required, such as but not limited to the excavation and replacement of unsuitable materials and shaping and fine grading the sub grade, will be accomplished under separate payment items. Any movement of the stabilized base material for these modifications is also to be accomplished under a separate payment item.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the depth as directed by the County shown on the appropriate roadway section.

SECTION E – TECHNICAL SPECIFICATIONS

MATERIALS

RAP: RAP materials must meet all requirements specified in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (SSR&BC) 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

PORTLAND CEMENT: Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C 150 and AASHTO M85, for the type specified.

WATER: The water for the base course shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

SOIL: The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

LABORATORY SOIL TESTS and MIX DESIGN

Prior to base course construction, a minimum of one (1) core sample must be taken for every 5,000 square yards of the roadway. Representative samples of the RAP material, underlying base material and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for preliminary testing to determine the optimum moisture content, type of bituminous material and proportions needed to successfully complete this project. Laboratory tests of material to be reclaimed and virgin materials for use as base shall be performed to determine compliance with 3-day and 7-day minimum compressive strength requirements of the mixture and the quantity of cement required in the mix. Test specimens containing various amounts of cement are to be compacted in accordance with ASTM D558, and the optimum moisture for each amount of cement is to be determined. Actual application quantities for the Portland cement will be derived from the mix design. The minimum compressive strength requirements of the mixture shall be determined by the County. The mix design and laboratory testing shall be performed by a geotechnical engineering laboratory and all reports sealed by a professional engineer as approved by the County.

CONSTRUCTION METHODS

EQUIPMENT

Equipment shall be used which will provide the full depth reclamation follows:

a. All reclaiming equipment to be used shall have the capability of introducing and metering additives uniformly and accurately. The Successful Bidder shall ensure that positive displacement pumps accurately meter the planned amount of water and cement material and the reclaiming machine mixes it thoroughly with the RAP

and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The cement metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and cement applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

b. Apply the cement by use of a mobile cement mixer trailer capable of mixing predetermined ratios of cement and water, or by means of cyclone, screw-type or pressure-manifold type distributors. The mixing operation may be accomplished by using either the same machine used for the pulverizing operation or a separate machine designed for in-place continuous mixing approved by the engineer.

c. The use of a spreader bar attached to the cement tanker is unacceptable.

d. Maintain all equipment in a satisfactory operational condition.

e. All haul vehicles (emulsion, concrete, dump) must have a day of job weigh ticket before being used on project.

EXPERIENCE

All contractors and their subcontractors shall be FDOT prequalified in the work classes of drainage, flexible paving, grading, and hot plant–mixed bitum. courses. Before work begins, Successful Bidder shall submit a minimum of five (5) Full Depth Reclamation (with emulsion and cement blend stabilization) project references from a City or County in the State of Florida, that have been completed within the past two years. Successful Bidder shall submit detailed information: indicating the project date, number of square yards treated in each and phone number of the government official in charge of each project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Before work begins, Successful Bidder shall have in their possession two (2) or more reclamation machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis denial of work to Contractor.

WEATHER LIMITATIONS

The soil-cement base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

CONSTRUCTION METHOD

The existing pavement and base material shall be pulverized and blended so the entire mass of material shall be uniformly graded and the cement and water shall be uniformly dispersed throughout the processed material.

The pulverized material shall conform to the following gradation:

SIEVE SIZE	PERCENT PASSING
2”	98 - 100
1-1/2”	95

Material gradation may vary due to local aggregates and conditions.

The reclaimed material, cement and water shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth as shown on the plans and cross section. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

COMPACTING RECLAIMED BASE

The requirements for compaction shall include:

1. Commence rolling at the low side of the course, except leave 75 mm (3 in.), to 150 mm (6 in.) from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Successful Bidder’s licensed nuclear gauge operator and witnessed by the County. A control strip of not less than 500 feet shall be constructed to develop proper rolling/compaction patterns and methods to obtain desired density.

2. Roll with a self-propelled pneumatic-tired roller (20-25 ton) and/or a double-drum vibratory roller (10 ton or larger).

3. The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 95 percent of the maximum density of laboratory specimens prepared from samples of the cement-treated base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922.

4. Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

5. Whenever there is a change in the reclaimed material or compaction method, equipment or unacceptable results occur, a new control strip shall be constructed, tested and analyzed.

6. Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken

immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained.

CONSTRUCTION JOINTS

At the end of each day's run, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the County.

FINISHING

Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density.

PROTECTION AND CURING

After the base course has been finished as specified herein, it shall be protected against drying for a period of 5 to 7 days by the application of bituminous material or other acceptable methods. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations.

The finished base course shall be kept moist continuously until the curing material is placed.

The bituminous material specified shall be uniformly applied to the surface of the completed base course at the rate of approximately 0.1 to 0.2 gallon per square yard (0.92 liter/square meter) with approved heating and distributing equipment. The exact rate and temperature of application to provide complete coverage without excessive runoff shall be as specified.

At the time the bituminous material is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material is applied.
The curing material shall be maintained and applied as needed by the Successful Bidder during the 7-day protection period so that all of the soil-cement will be covered effectively during this period.

Finished portions of soil-cement that are used by equipment in constructing an adjoining section shall be protected to prevent equipment from marring or damaging the completed work.

When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for 7 days after its construction and until it has hardened.

THICKNESS

The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness shown on the plans, except that the thickness of any one point may be within 3/4 inch (19 mm) of that shown on the plans. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the County shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Successful Bidder's expense or the deficiency deducted from the total material in place.

PREPARATION

The area to be paved with hot mix asphalt shall be graded and shaped to conform to the grades and typical cross section shown on the plans. Any soft or yielding areas in the sub grade shall be removed and replaced with acceptable soil and compacted as specified.

3) SAMPLING AND TESTING METHODS

FIELD SAMPLING AND TESTING

Presented in Table A are the materials sampling and testing procedures for Full Depth Reclamation. The sampling and testing methods referred to are either those of the American Society for Testing and Materials (ASTM) or the American Association of State Highway and Transportation Officials (AASHTO).

TESTING SURFACE

The finished surface of the reclaimed base course shall be checked with a template cut to the required cross slope and with a 15 ft. (4.572 m) straightedge laid parallel to the centerline of the roadway. All irregularities greater than 0.5 in. (13 mm) shall be corrected.

TEST FOR DEPTH OF FINISHED BASE COURSE

The depth of Reclaimed Bituminous Base Course shall be determined by measuring uncompacted reclaimed material immediately behind the screed in conjunction with measuring the milling depth prior to placement of reclaimed material. One depth measurement for each 1000 square yards of completed base course shall be made. Any section deficient by 0.5 in (12 mm) or more from the specified depth shall be removed and satisfactorily replaced by the Successful Bidder at no additional cost.

WEATHER LIMITATIONS

The recycled base course may be placed on the sub grade when the air temperature is at least 4C (40F) and rising, provided the sub grade upon which it is to be placed is not frozen or noticeably affected by frost.

TABLE A

Control Testing for Full Depth Reclamation Field Sampling & Testing

Type of Testing	Purpose of Testing	Frequency	Sample Location & Size

SECTION E – TECHNICAL SPECIFICATIONS

RAP and Soil-Cement Base Gradation, 50 mm & 37.5mm	Specification Compliance with Maximum RAP Size	Each 3,000 Square Yards or Minimum of Once Per Day[1]	From hopper, minimum weight of 9.1 kg(20 lb)[2]
Moisture-Density Relations of Soil Cement Mixtures	Establish Target for Density Specification Compliance	Each 1,000 Square Yards or Minimum of Once per Day	Sample at point of each Nuclear Density Measurement, min. weight of 15 kg (33 lbs) [3]
Compressive Strength of Soil-Cement Cylinders[4]	Check on 3-Day Design Compressive Strength	Each 3,000 Square yards or Once Per Day[1]	From hopper, minimum weight of 15 kg (33 lbs)
Portland Cement, Type I or II	Check on Specification Compliance with ASTM C150	Mill Certification Provided with each load	
In-Place Field Density[3]	To Determine Specification Compliance for Density	Each 1,000 Square yards[1]	Random locations after spreading and Compaction operations[6]
Moisture Added to RAP and soil-cement[5]	Adjustment of Water Content for Proper Mixing and Compacting/Correction of Nuclear Gauge Wet Density	Each 1,000 Square yards[1]	Reclaimed Lift Depth Sample at Point of each Nuclear Density Measurement minimum weight of 1.4kg (3lbs)
Quality of water to be used in concrete	Check on Specification Compliance with AASHTO T26	Verify source of water and potable	

Table A Notes

1. Additional sampling and testing may be required if major changes in RAP characteristics are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when considerable variability is occurring in the field test results.

2. It is recommended that RAP sampling generally should be in accordance with ASTM D 979 or AASHTO T 168 procedures for Sampling Bituminous Paving Mixtures.

3. Target densities for reclaimed mix compaction are established by the laboratory compaction of specimens in accordance with ASTM D558. Due to the variability in

thickness of some hot mix asphalt pavements to be reclaimed, an equal proportion of RAP throughout the reclaimed base course cannot be attained. Therefore, it is necessary to obtain sample for laboratory compaction at the point of each field density test location. The compacted field density is normally measured with a nuclear density/moisture gauge since it is generally not possible to obtain cores during construction. The procedure generally followed is in accordance with ASTM D 2922- Density of Soil and Soil Aggregates by Nuclear Methods-Direct Transmission Method.

4. The density obtained will be a "wet density" as conversion to a true "dry density" by the gauge is not possible with these types of mixes. A more accurate dry density may be obtained by sampling the reclaimed mix at the nuclear gauge test location, determining the moisture content by drying and correcting the gauge wet density using the sample moisture content.

5. Compressive Strength shall be determined in accordance with ASTM D1633.

6. The moisture content can be determined with ASTM D 1461 or AASHTO T 110 for Moisture or Volatile Distillates in Bituminous Paving Mixtures. Also, the moisture content appears can be determined adequately by weighing and drying to a constant weight using a forced draft oven as for ASTM D 2216 or AASHTO T 265 or by microwave oven drying as for ASTM D 4643.

7. For each length or lot size quantity specified, materials sampling can be completed on a random basis using the procedures of ASTM D 3365 for Random Sampling of Construction Materials.

DOCUMENTATION

DELIVERY TICKETS

All delivery tickets and notes regarding any materials brought to the project site to complete this Release Order must be given to the County upon delivery to the project site.

METER READING

Before the start and at the end of each day's work, the County must be permitted access to the mixing equipment in order to read the meter to verify the quantity of cement applied during the day's work.

PREVIOUS PROJECT EXPERIENCE

The Successful Bidder must provide references on the Attachment "A" Contractor's Questionnaire of five previous successfully completed projects in the State of Florida with the bid.

PAYMENT

ITEM NO.	PAY ITEM		PAY UNIT

1	Preparation, pulverizing, shaping, compaction and finishing		SY
2	Additives, (cement)		TN
3	Imported Material		CY
4	Removal of Unsuitable Material		CY

(IV.47) BASIS OF PAYMENT

All bid items specified shall be paid under the respective pay item noted on the Bid Form.

(IV.48) SAND SEAL COATING

The work specified in this section shall provide a sand seal coat composed of bituminous material applied in one application and covered with sand cover material applied in a single application. Construct this work on cement-treated subgrade.

Proportioning

Use the approximate proportions for the sand seal coat as follows:

Bituminous Material .....0.15 - 0.25 gal/yd^2 [0.7 to 1.1 L/m^2]
Cover Material ..... 0.10 - 0.20 ft^3/yd^2 [0.003 to 0.007 m^3/m^2]
The County will designate the actual spread for each material.

Materials

Bituminous Material: Meet the following requirements:

Asphalt Cement, Viscosity Grade AC-5 916-1
Emulsified Asphalt, Grade RS-2 916-4

During the months of November through April, use emulsified asphalt. During the remaining months of the year, use asphalt cement or emulsified asphalt, unless asphalt cement is specified

Cover Material: Use clean and nonplastic sand composed of hard durable grains and free from loam, roots, clay balls, and other deleterious substances. The Successful Bidder may use local sand if it meets the above requirements. Obtain the County's approval of the sand.

Weather Limitations

Do not apply bituminous material when the air temperature in the shade and away from artificial heat is less than 60ºF [15ºC] at the location where the application is to be made, or when weather conditions or the surface conditions are otherwise unfavorable.

Construction Methods

Application of Bituminous Material: Meet the requirements as specified for bituminous surface treatments in 310-9.

Application of Cover Material: Apply sand uniformly at the rate designated by the County. If the County considers it necessary for the proper distribution of the spread, lightly drag the sand with a drag broom. Roll the entire area of the sand with at least ten

passes of a traffic roller. Prior to the placing of concrete pavement over the sand seal coat, remove any excess sand from the surface of the cement-treated subgrade.

(IV.48) BASIS OF PAYMENT

All bid items specified shall be paid under the square yard pay item noted on the Bid Form.

MATERIALS

The asphalt rejuvenating agent shall be composed of a petroleum resin oil base uniformly emulsified with water. The material shall have a record of satisfactory service as an asphalt rejuvenating agent. Satisfactory service being based on the capability of the material to increase the ductility, penetration and durability of the asphalt binder in the recycled asphalt. Each shipment delivered to the project shall be accompanied by a letter of compliance from the manufacturer that certifies the material conforms to the following physical properties:

Properties	Limits	ASTM Test Method
Viscosity @25°C, SFS	20-145	D-244
Sieve Test, % by weight	0.1 max.	D-244 (1)
Particle Charge Test	Positive	D-244
Cement Mixing Test, % by weight	1.80 max.	D-244
Pumping Stability	(2)	
5 day Settlement Test, % by weight	4.77 max.	D-244
Residue, % by weight	53 min.	D-244 (3)
Viscosity @ 60°C CST (4)	990-4100	D-2170
Maltene Distribution Ration (4) (5)	0.7-1.1	D-2006-70
PC/S Ratio (4) (6)	0.5 min.	D-2006-70
Asphaltenes, % by weight (4)	10.8 max.	D-2006-70

1. Distilled water shall be used in place of the sodium oleate solution.
2. Pumping stability is determined by charging 450 ml of emulsion into a one liter beaker and circulating the emulsion through a gear pump (Roper 29.B22621) having a 0.25 inch inlet and outlet. The emulsion passes if there is no significant oil separation after circulating for 10 minutes.
3. Heat the sample to 300 +/- 5F, until foaming ceases. Then cool the sample immediately and calculate the results.
4. Test is performed on the residue from the emulsion.
5. The ratio is (PC + A1) (S + A2) where:
   PC = polar compounds
   A1 = first acidaffins
   A2 = second acidaffins
   S = saturated hydrocarbons
6. PC = polar compounds and S = saturated hydrocarbons

SECTION E – TECHNICAL SPECIFICATIONS

EQUIPMENT

The equipment used for cleaning the pavement shall be capable of cleaning the pavement in accordance with this specification. The equipment used for heating, scarifying, and remixing shall be a self-contained, self-propelled unit designed for this purpose. The heating unit shall be of the radiant heat type, with sufficient capacity to heat the pavement material as necessary for efficient scarifying, remixing, and recompaction. Direct flame heating will not be permitted. The heating unit shall have shut-off controls clearly identified and easily operable both from the operator's station and from the ground. The shut-off control system shall be capable of reducing the heating element temperature from operating to near ambient in approximately 30 seconds. The machine shall have an adjustable, heated screed capable of placing the mixture to the required cross-section, profile and alignment in an acceptable, finished condition ready for compacting. Adequate provisions shall be made for the safety of persons in the vicinity of the equipment, and for preventing damage to adjacent property and facilities, public or private. The scarifying unit shall be capable of loosening and remixing the heated pavement material to the specified depth in a uniform pattern and in condition for immediate recompaction.

The equipment used for applying the asphalt rejuvenating agent shall be attached to the heater scarifier machine so it is capable of applying the rejuvenating agent in front of the scarifier tooling. The asphalt shall then be scarified and mixed with the rejuvenating agent by means of rotating augers prior to the compaction process. The equipment shall apply the asphalt rejuvenating agent at the specified rate with uniform pressure over the required width of application. The rate of application shall be hydrostatically controlled and metered to maintain the specified application rate for changes in the operating speed of the heater scarifier. A meter shall be incorporated into the distribution system for recording the quantity of asphalt rejuvenating agent applied to the scarified pavement.

COMPACTING MIXTURE

A. PROVISIONS APPLICABLE TO ALL TYPES:

1. Equipment and Sequence:
   For each paving or leveling train in operation, the Successful Bidder shall furnish a separate set of rollers with their operators. The following equipment, sequence and coverage are suggested for use based on past successful performance; however, when density is required, the Successful Bidder may select his own equipment, sequence and coverage of rolling to meet the minimum density requirement specified. Regardless of the rolling procedure used, the final rolling must be complete before the internal pavement temperature has dropped below 175° F.

   (a) Seal rolling, using tandem steel rollers (vibratory or static) weighing 5 to 12 tons, following as close behind the spreader as is possible without pick-up, undue displacement or blistering of the material

Vibratory rollers shall be used in the static mode for layers of one inch or less in thickness.

(b) Rolling with self-propelled pneumatic-tired rollers, following as close behind the seal rolling as the mix will permit. The roller shall cover every portion of the surface with at least five passes.

(c) Final rolling with the 8 to 12 ton tandem steel roller, to be done after the seal rolling and pneumatic-tired rolling have been completed, but before the internal pavement temperature has dropped below 175 degrees F.

Once the Successful Bidder has selected the equipment and established the rolling procedures and these have been used for the control strip density determination, then the Successful Bidder must continue to use the same equipment and rolling procedures for all asphalt mix represented by the control strip. Changes in equipment or procedures will require a new control strip density determination. The County must be notified prior to changing the rolling process.

When density is not required, as for all patching courses, leveling and intermediate courses less than one inch thick, overbuild courses of variable thicknesses (when the minimum thickness is less that one inch) and open-graded friction courses, the compaction will be applied in accordance with the standard specifications. The specified rolling procedures must be followed when density determinations will not be made.
When density is not required on those courses indicated in the foregoing paragraph; but the Successful Bidder wants to use other rollers, patterns or sequences than those specified, Successful Bidder may request approval from the County. Approval may be granted for leveling and intermediate courses 1/2 inch and thicker and overbuild courses when these courses are placed with a paving machine.

Density requirements will be in accordance with the provisions of the first paragraph of 1.04.C (Density Control-Nuclear method), Table A and Table B. Approval for a change on patching course, variable thickness leveling courses place with motor graders and open-graded friction courses will not be granted.

2. Compaction at Crossovers, Intersections, Etc.:
When a separate paving machine is being used to pave the crossovers, the compaction of the crossovers may be done by one 8- to 10-ton tandem steel roller. If crossovers, intersections and acceleration and deceleration lanes are placed with the main run of paving, a traffic roller shall also be used in the compaction of these areas.

3. Rolling Procedures:
The initial rolling shall be longitudinal. Where the lane being placed is adjacent to a previously placed lane, the center joint shall be pinched or rolled, prior to the rolling of the rest of the lane.

Rolling shall proceed across the mat, overlapping the adjacent pass by at least six inches. The motion of the roller shall be slow enough to avoid displacement of the mixture, and any displacement shall be corrected at once by the use of rakes, and the addition of fresh mixture if required. Final rolling shall be continued until all roller marks are eliminated.

4. Speed of Rolling:
Rolling with the self-propelled, pneumatic-tired rollers shall proceed at a speed of 6 to 10 miles per hour. The area covered by each roller shall not be more than 4,000 square yards per hour; except that for Type S Asphaltic Concrete, this maximum rate of coverage shall be 3,000 square yards per hour.

5. Number of Pneumatic-Tired Rollers Required:
A sufficient number of self-propelled pneumatic-tired rollers shall be used to assure that the rolling of the surface for the required number of passes will not delay any other phase of the laying operation nor result in excessive cooling of the mixture before the rolling is complete. In the event that the rolling falls behind, the laying operation shall be discontinued until the rolling operations are sufficiently caught up.

6. Compaction of Areas Inaccessible to Rollers:
Areas which are inaccessible to a roller (such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.) shall be compacted by the use of hand tamps or other satisfactory means.

7. Rolling Patching and Leveling Courses:
Self-propelled pneumatic-tired rollers shall be used for the rolling of all patching and leveling courses. Where the initial leveling course is placed over broken concrete pavement, the pneumatic-tired roller shall weigh at least 15 tons.

For Type S-III Asphaltic Concrete leveling courses, the use of a steel-wheeled roller, to supplement the traffic rollers, will be required. On other leveling courses, the use of a steel-wheeled roller will be required on all passes after the first.

8. Correcting Defects:
The rollers shall not be allowed to deposit gasoline, oil or grease onto the pavement, and any areas damaged by such deposits shall be removed and replaced as directed by the County. While rolling is in progress, the surface shall be tested continuously and all discrepancies corrected to comply with the surface requirements. All drippings, fat or lean areas and defective construction of any description shall be removed and replaced. Depressions which develop before the completion of the rolling shall be remedied by loosening the mixture and adding new mixture to bring the depressions to true surface.

Should any depression remain after the final compaction has been obtained, the full depth of the mixture shall be removed and replaced with sufficient new mixture to form a true and even surface. All high spots, high joints and honeycomb shall be corrected as directed by the County. Any mixture remaining unbonded after rolling shall be removed and replaced. Any mixture which becomes loose or broken, mixed or coated with dirt or in any way defective, prior to laying the wearing course shall be removed and replaced with fresh mixture which shall be immediately compacted to conform with the surrounding area.

9. Use of Traffic Roller on First Overbuild Course:
A self-propelled pneumatic-tired roller shall be used on the first overbuild course. Coverage shall be a minimum of five passes.

10. Use of Traffic Roller on first Structural Layer:
A self-propelled pneumatic-tired roller shall be used on the first structural layer placed on a milled surface. Coverage shall be a minimum of three passes.

B. PROVISIONS APPLICABLE TO SHOULDER PAVEMENT:
Shoulder pavements wider than three feet shall be compacted by the use of equipment of the type required for other asphaltic concrete pavements. Density determinations will be required on shoulder pavements wider than three feet when the thickness is one-inch or greater. These density determinations (including the control strip) will be separate from the pavement lane even when the pavement lane and shoulder are placed in the same pass. Density determinations will not be required on asphaltic concrete or sand-asphalt hot mix shoulders three feet or less in width. The compactive effort shall be done by the use of tandem steel rollers not exceeding 12 tons in weight. In restricted areas other equipment that will effectively exert a compactive effort may be approved by the County. The Successful Bidder shall state what equipment and compactive effort (coverage) is proposed to be used.

This must be approved by the County before the Successful Bidder starts the operation. Where sand-asphalt hot mix shoulders are constructed within the limits of curb and gutter, compaction shall be done by light weight rolling equipment, approved by the County which will not displace the previously constructed curb and gutter.

C. DENSITY CONTROL:
1. Density Control Nuclear Method:
The in-place density of each course of asphalt mix construction, with the exceptions of patching courses, leveling and intermediate courses less than one-inch thick or a specified spread rate less than 100 pounds per square yard, over build courses where the minimum thickness is less than one-inch, and open-graded friction courses, shall be determined by the use of the Nuclear Density Backscatter Method as specified by FM 1-T238

(Method B). The required density of a completed course shall be at least 98 percent of the average density of the control strip.

2. Control Strips:

One or more control strips shall be constructed for the purpose of determining the control strip density. A control strip shall be constructed at the beginning of asphalt construction and one thereafter for each successive course. Any change in the composition of the mix will require the construction of a new control strip. The County may require an additional control strip when necessary to establish a new control strip density or conform the validity of the control strip density being used at that time. The Successful Bidder may request a confirmation of the control strip density also. The control strip must be constructed as a part of a normal day's run. The Successful Bidder will not be permitted to construct the control strip separately.

The length of the control strip shall be 300 feet, regardless of the width of the course being laid. When the control strip is to be constructed for the first day of asphalt construction or at the beginning of a new course, it shall be started between 500 and 1,000 feet from the beginning of the paving operation. The thickness of the control strip shall be the same as that specified for the course of which it is a part. The control strip will be constructed using the same mix, the same procedures as those used in laying the asphalt course of which the control strip is to become a part. Every control strip will remain in place and become a portion of the completed roadway.

When the compaction of the control strip has been completed, ten density determinations will be made at random locations within the control strip. No determinations will be made within one foot of any unsupported edge. The average of these ten determinations will be the Control Strip Density. For purposes of determining the percent of laboratory density, as required in Table A, a correction factor will be developed from cores or by direct transmission nuclear determination where applicable.

TABLE A

Roadway Requirements for Bituminous Concrete Mixes

Mix Type	Density*	Minimum Control Strip Density (%)	Surface* Tolerance
S-I	X	96 Lab. Dens.	X
S-II	X	96 Lab. Dens.	X
S-III	X	96 Lab. Dens.	X
Type II	X	96 Lab. Dens.	X
Type III	X	96 Lab. Dens.	X
SAHM	X	96 Lab. Dens.	X
ABC-1	X	96 Lab. Dens.	**

SECTION E – TECHNICAL SPECIFICATIONS

Mix Type	Density*	Minimum Control Strip Density (%)	Surface* Tolerance
ABC-2	X	96 Lab. Dens.	**
ABC-3	X	96 Lab. Dens.	**
FC-1	X	96 Lab. Dens.	X
FC-2	No Density Required	96 Lab. Dens.	X
FC-4	X	96 Lab. Dens.	X

*X - Denotes test is required
** - Shall meet the straightedge requirements of 200-7

3. LOTs

For the purpose of acceptance and partial payment, each day's production will be divided into LOTs. The standard size of a LOT shall consist of 5,000 lineal feet of any pass made by the paving train regardless of the width of the pass or the thickness of the course. Pavers traveling in echelon will be considered as two separate passes. When at the end of a day's production or the completion of a given course or at the completion of the project, a partial LOT will be redefined to include this partial LOT and the evaluation of the LOT will be based on either six or seven sublot determinations. If the partial LOT contains three or four sublots with their appropriate test results, this partial LOT will be redefined to be a whole LOT and the evaluation of it will be based on the three or four sublot determinations.

For the standard size LOT (5,000 lineal feet), five density determinations - one for each sublot - will be made at random locations within the LOT, but not to be taken within one foot of any unsupported edge. The statically derived random number tables are furnished by the County. These will also be used for partial LOTs, for the Successful Bidder to receive full payment for density, the average density of a LOT will be a minimum of 98.0 percent of the control strip density. Once the average density of a LOT has been determined, the Successful Bidder will not be permitted to provide additional compaction to raise the average.

4. Acceptance:

The completed pavement will be accepted with respect to density on a LOT basis. Partial payment will be made for those LOTs that have an average density less than 98.0 percent of the Control Strip Density based on the following schedule:

TABLE B - Payment Schedule for Density

Percent of Control Strip Density*	Percent of Payment
98.0 and above	100%
97.0 to less than 98.0	95%
96.0 to less than 97.0	90%
**Less than 96.0	75%

*In calculating the percent of control strip density, **do not round off** the final percentage.

SECTION E – TECHNICAL SPECIFICATIONS

**If approved by the County based on an engineering determination that the material is acceptable to remain in place, the Successful Bidder may accept the indicated partial pay, otherwise the County will require removal and replacement at no cost. The Successful Bidder has the option to remove and replace at no cost to the County at any time.

JOINTS

TRANSVERSE JOINTS

Placing of the mixture shall be as continuous as possible and the roller shall not pass over the unprotected end of the freshly laid mixture except when the laying operation is to be discontinued long enough to permit the mixture to become chilled. When the laying operation is interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of the mat.

LONGITUDINAL JOINTS:

For all layers of pavement except the leveling course, placing of each layer shall be accomplished to cause longitudinal construction joints to be offset 6 to 12 inches laterally between successive layers. The County may waive this requirement where offsetting is not feasible due to the sequence of construction.

(IV.55) FOG SEAL

The work specified in this section consists of furnishing and applying fog seal on existing roads at application rates described here-in. Fog seals are a method of adding asphalt to an existing pavement surface to improve sealing or waterproofing, prevent further stone loss by holding aggregate in place, or simply improve the surface appearance. Generally, fog seal is a light spray application of diluted asphalt emulsion used primarily to seal an existing asphalt surface to reduce raveling and enrich dry and weathered surfaces. However, inappropriate use can result in slick pavements and tracking of excess material.

Materials

The emulsion types recommended for fog seals may be cationic (i.e., a positive surface charge on the asphalt particles), or anionic (i.e., a negative surface charge on the asphalt particles). The primary types used are CSS-1h and SS-1h. In some circumstances, CQS-1h (and LMCQS-1h) will give a faster set.

Liquid emulsified bituminous material for dilution: CSS-1h liquid bituminous material conforming to the requirements of AASHTO M 208 or SS-1h conforming to the requirements of AASHTO M 140 (except as modified herein) shall be utilized. The Successful Bidder shall certify the liquid bituminous material meets the aforementioned specifications

The asphalt emulsion may contain up to 43% water prior to dilution. Original emulsion water and dilution water shall be limited to and not exceed for any reason 50% by volume. Therefore, residual asphalt shall equal 50% (+1%, -0%).

SECTION E – TECHNICAL SPECIFICATIONS

Dilution Water and Emulsion Water: Water introduced into the asphalt must be potable and free from detectable solids or incompatible soluble salts (hard water).

Material Samples: The County will require the Successful Bidder to sample and test each load of emulsion prior to delivery. The Successful Bidder will also provide a sample of the emulsion, on site, prior to commencing work.
The County will require the Successful Bidder to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Successful Bidder will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

Equipment

Distributor: The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .03 to .22 gallons per square yard with nozzles adjusted to allow minimum overlap of 3x. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with an asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface.

The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

Additional equipment

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices shall be the responsibility of the Successful Bidder.

Experience

Bidders must submit a minimum of five Fog Seal project references that have been

completed within the past three years on Attachment "A", Contractor's Questionnaire. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Successful Bidder shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Successful Bidder's equipment and if found deficient, it shall be the basis for dismissal of Successful Bidder's bid.

Construction

Layout:
The Successful Bidder will be responsible for the lay out of the roadway and project planning and sequencing to meet traffic control requirements prior to paving.

Weather and Seasonal limitations: The fog seal shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 59°F, and no more than 140°F.

If unexpected rain occurs prior to the emulsion breaking, the area shall be re-fogged at no cost to the county. Further, the Successful Bidder's traffic control and project monitoring shall continue until the surface is either free of emulsion or the emulsion applied has broken or the resultant surface is not slippery or dangerous to vehicular travel.

Preparation of Surface

The Successful Bidder will be responsible for blowing or sweeping the road immediately ahead of the fog seal operation to make sure the road is free of loose aggregate and other debris. The surface shall be clean and dry prior to the application.

Application of bituminous material:

The emulsion shall be diluted no more than 24 hours before its intended use to avoid settlement of the diluted emulsion. Water shall be introduced into the emulsion. Introducing emulsion into water is not permitted.

The emulsion shall be circulated using a centrifugal or other suitable pump to ensure uniformity as needed.

Properly calibrated distributor trucks with 4 to 5 mm (1/8" to 3/16") opening spray nozzles shall be used to apply the emulsion. The emulsion may be heated to 122°F maximum, or may be applied at ambient temperatures conforming to the requirements of this technical provision. The emulsion shall be sprayed at a rate as directed in the field by the County. Application will be determined dependent upon the surface conditions.

Tight Surface (low absorbance and relatively smooth) - .09-.14 gal/sy

Open Surface (relatively porous and absorbent with open voids) - .18-.22 gal/sy

SECTION E – TECHNICAL SPECIFICATIONS

Exceptions: When fog seal is required as a subsequent treatment to chip seal, OGCM, or other method described in this blanket purchase order, materials, equipment and application shall be as described in this technical provision and as amended in the technical provision appropriate to the work the fog seal is subsequent to. If discrepancies occur, the County shall determine the appropriate specification.

Traffic Control

The Successful Bidder shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh fog seal until material is sufficiently broke such that tire pickup does not occur. The Successful Bidder shall submit an M.O.T plan indicating all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Specification, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Fog Seal, and not specifically listed in another item in the Bid Form, shall be included in this item.

(IV.50) BASIS OF PAYMENT

The quantities to be paid for under the Technical Specification shall be included in the per square yard price for Fog Seal. There will be a bid item for “Tight Surfaces” (.09-.14 gal/sy) and a separate bid item for “Open Surfaces” (.18-.22 gal/sy) as listed in the Bid Form. The unit price includes all items listed in the blanket purchase order, including all Technical Specifications pertaining to Fog Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this blanket purchase order as detailed in the specifications.

SECTION V – STORMWATER, WASTEWATER and UTILITIES

The work specified in this section shall reference FDOT specifications Section 425-430; and Manatee County Specifications chapters 202.0 to 202.5, requirements as listed on Bid Form with the exception of V.39, V.54, V.55 and V.56.

(V.39) ALTERNATIVE MANHOLE ADJUSTMENT

The work specified in this section covers the adjustment of a structure by the backfill of the adjustment hole with S-III Asphalt Concrete. It also requires heating, scarification and reworking of the existing asphalt surrounding the adjustment, blend with new material as needed and compact.

SECTION E – TECHNICAL SPECIFICATIONS

(V.39) BASIS OF PAYMENT
All bid items specified shall be paid under the per unit pay item noted on the Bid Form.

(V.53) REMOVE CONCRETE COLLAR
(V.54) REMOVE BOX INLET
(V.55) REMOVE CONCRETE DRAINAGE STRUCTURE
The work specified in the section shall include all equipment, labor and incidentals to expose remove and dispose of a concrete collar, box inlet and concrete drainage structure.

(V.53, V.54, V.55) BASIS OF PAYMENT
All bid items specified shall be paid under the each and day pay Item noted on the Bid Form.

SECTION VI – CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS

DESCRIPTION OF WORK
The work specified in this section shall reference FDOT Specifications 520 & 522; and Manatee County Specifications chapters 200 & 300 requirements as listed on Bid Form with the exception of VI.3, VI.11, VI.12, VI.13,VI.14, VI.15,VI.16, VI.17, VI.18 and VI.19.

(VI.3) MODIFIED TYPE "F" CURB
The items under this section are the same as "F" curb, see Manatee County specifications for "F" curb 201.2, except that the width of the curb may vary, by being less, to meet the necessary field conditions.

(VI.3) BASIS OF PAYMENT
All bid items specified shall be paid under the linear feet pay item noted on the Bid Form.

(VI.11) MISCELLANEOUS CONCRETE FORMED AND POURED
The work specified under this section shall include all equipment, material (including rebar) and labor necessary to frame and pour concrete of any shape or dimension at the direction of the County and type of concrete.

(VI.11) BASIS OF PAYMENT
All bid items specified under this section shall be paid under the cubic yards and pounds of rebar (reinforced steel) used under the pay item noted on the Bid Form.

(VI.13) REMOVE CONCRETE SIDEWALK/DRIVEWAY (2500PSI)
The work specified in the section shall include all equipment, labor and incidentals to expose remove and dispose of a concrete sidewalk/driveway.

(VI.13) BASIS OF PAYMENT
All bid items specified shall be paid under the square yards pay item noted on the Bid Form.

SECTION E – TECHNICAL SPECIFICATIONS

(VI.14) REMOVE CONCRETE CURB & GUTTER

The work specified in this section shall include all equipment, labor and incidentals to expose remove and dispose of a concrete curb and gutter.

(VI.14) BASIS OF PAYMENT

All bid items specified shall be paid under the each and day pay Item noted on the Bid Form.

(VI.15) CONSTRUCT ASPHALT SIDEWALK / DRIVEWAY

The work specified in this section includes all equipment, materials and labor necessary to constructed asphalt paths of the dimension and material noted. The task includes the excavation of the path area such that the path matches the existing grade of the surrounding area and the compaction of the excavation bottom.

(VI.15) BASIS OF PAYMENT

All bid items specified under this section shall be paid under the lineal foot and cubic yards under the pay item noted on the Bid Form.

(VI.16) PREPARATION FOR CURB AND GUTTER (NEW INSTALL)

The work specified under this section includes all equipment, materials and labor necessary to prepare a job site location for the installation of curb. The area will be cleared of all organic materials and excavated to the required elevation and compacted. When additional fill is required it will be installed to bring the base area to correct elevation and compacted in place.

(VI.16) BASIS OF PAYMENT

All bid items specified shall be paid under the following pay item noted on the Bid Form.

Preparation - lineal feet
Additional fill – cubic yard
Additional excavation – cubic yard

(VI.17) CONCRETE PUMPING

The work specified under this section includes all equipment, materials and labor associated with the use of a concrete pump on the job site to pump concrete to the actual pour location. This item will be paid by either the hour or day.

(VI.17) BASIS OF PAYMENT

All bid items specified shall be paid by either the hour or day noted on the Bid Form.

(VI.18) ADA TRUNCATED DOME FURNISH AND INSTALL

The work specified in this section includes all equipment, materials and labor to install truncated domes at sidewalk locations directed by the County. The domes must meet the requirements of Manatee County specification 302.3 and FDOT Design Standards, Index 304. This item will be paid for in square feet.

SECTION E – TECHNICAL SPECIFICATIONS

(VI.18) BASIS OF PAYMENT

All bid items specified shall be paid under the square foot pay item noted on the Bid Form.

(VI.19) STANDARD MAIL BOX RELOCATE

The work specified in this section includes all equipment, material and labor to keep an address with a proper functioning mail box during the duration of the project. This may require the installation of a standard US Postal Service mail box and wooden post, the relocation of existing mailbox and/or the reinstallation of the original mailbox once the project is complete.

(VI.19) BASIS OF PAYMENT

All bid items specified shall be paid under the each (unique address / mailbox for the duration of the release order (project) pay item noted on the Bid Form.

(VI.20) IRRIGATION CAP

The work specified in this section includes all equipment, labor and materials necessary to cap various irrigation lines that may be encountered within a job site. The caps must match the existing irrigation material and be a permanent glue type. This item is paid for by each cap installed.

(VI.20) BASIS OF PAYMENT

All bid items specified shall be paid under the each (cap installed) pay item noted on the Bid Form.

SECTION VII – TRAFFIC CONTROL

The work specified and basis of payment in this section shall reference the respective FDOT specifications edition 2015.

SECTION VIII – PAVEMENT BASE CONSTRUCTION

The work specified and basis of payment in this section shall reference the respective FDOT specifications edition 2015.

EXHIBIT F- ZONE MAP



Vendor Delivery Zones

This map was developed by the Manatee County Government. It is provided for general reference and is not warranted in any way. Errors from non-coincidence of features from different sources may exist. The Manatee County BOCC shall be held harmless for inappropriate orunintended uses of the information.

AGENDA ITEM NO. 6.u

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB-23-015KC Agreement with Inliner Solutions, LLC

SUGGESTED ACTION: Approve PB-23-015KC and authorize for the Mayor to sign on behalf of the City.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Inliner Solutions agrees to enter into an agreement with the City of Bradenton to perform as needed manhole and pipe lining services for the City of Bradenton. This agreement is in accordance with the Volusia County 750-4140-2 including all amendments for Solicitation 22-B-41HO, for a base contract period dated from the authorized signing of this document through July 26, 2026.

FINANCIAL IMPACT:
Not Applicable - as needed services

ATTORNEY REVIEW/RECOMMENDATION:
Received piggyback contract on 06.28.2023 from City Attorney

SUGGESTED MOTION:
Motion to approve Agreement PB-23-015KC with Inliner Solutions, LLC.

ATTACHMENTS:
PB-23-015KC with Inliner Solutions, LLC

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-23-015KC BETWEEN THE CITY OF BRADENTON AND INLINER SOLUTIONS LLC

Inliner Solutions LLC agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with pipe lining and rehabilitation of stormwater structures services. This agreement is in accordance with the specifications per the Volusia County and Inliner Solutions LLC Agreement No. 750-4140-2, including all amendments, Solicitation No. 22-B-41HO, and Contractor's response thereto, attached hereto, and incorporated herein, as Composite Exhibit "A," including pricing, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through July 26, 2026, with two (2) additional one (1) year renewal options, with the following modifications:

1. All references to the "Volusia County" or "County" shall be replaced with "City of Bradenton, Florida."

2. Any notice required to be sent to the City shall be sent to Jim McLellan, City of Bradenton Public Works and Utilities Director, 1411 9th Street West, Bradenton, Florida 34205.

3. The Master Agreement Terms and Conditions and Section V of the Invitation to Bid shall be revised to state that the venue for any litigation arising from the agreement shall be in the County of Manatee, Florida, or, if in federal court, in the Middle District of Florida, Tampa Division.

4. The Master Agreement Terms and Conditions and Section 1.4 of the Invitation to Bid shall be revised to reflect the following insurance provision:

> Contractor will not commence work under the Agreement until all insurance under this section and such insurance coverage as might be required by City has been obtained. Contractor shall obtain, and submit to the Purchasing Division within ten (10) Calendar days from the date of the Agreement, at its expense, the

following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

A) Workers' Compensation/Employers' Liability

Part Two - The minimum amount of coverage required by Agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

B) Commercial General Liability

The limits are to be applicable only to work performed under the Agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) à Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

ADDITIONAL INSURED: City shall be specifically named as additional insured on the Commercial General Liability Policy.

C) Business Auto Policy

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

If the initial insurance expires prior to the completion of operations and/or services by the Contractor renewal certificates of insurance shall be furnished by the Contractor and delivered to the Purchasing Official as soon as reasonably practicable. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor s sureties to the City or to any workers, suppliers, material men or employees in relation to this Agreement.

E) By way of its execution of this Agreement, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to City; and

b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of Contractor to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

F) Certification Requirements – In order for the certificate of insurance to be accepted it **must** comply with the following:

a. The certificate holder shall be:

The City of Bradenton, a political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865

b. Certificate shall be mailed to:

The City of Bradenton
101 Old Main Street
Bradenton, FL 34205-7863
Attn: Risk Management
Reference: PB23-015KC

5. Section E of the Invitation to Bid, shall be revised to replace the bolded language with the following:

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

City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: cityclerk@cityofbradenton.com

6. A new paragraph shall be added to the Master Agreement Terms and Conditions as follows:

E-Verify. 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. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The 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. The 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 the 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 City.

This Agreement 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.

Daniel Banken, Area Director
Inliner Solutions LLC

07/03/2023
Date

Gene Brown, Mayor
City of Bradenton

Date

Jim McLellan

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

07/05/2023
Date

3874872v1

DocuSign Envelope ID: 8918CEB7-1EA3-422A-9801-6FE76DF014F7

Inliner Solutions
4520 North State Road 37
Orleans, IN 47452

812.865.3232

July 3rd, 2023

City of Bradenton

Re: AGREEMENT PB-23-015KC

My name is Denise C. McClanahan, and I am Chief Operating Officer of Inliner Solutions, LLC. I am authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company relating to any and all domestic construction projects arising out of the Company's operations.

Further, under Company policy, I am authorized to and hereby delegate my authority to bind the Company to Daniel Banken, Area Director with the Company, for the purpose of submitting a bid for the above-referenced project.

Sincerely,

Denise McClanahan

Denise C. McClanahan
Chief Operating Officer
Inliner Solutions, LLC.

1.1. Terms and Conditions

Section - 7 Questions

1.1.1. Special Conditions

A. Bid Closing Date
Bids must be received through the Mercell platform before the posted close date/time. Bids received after this time will not be considered.

B. Authorized Official
The bid submission and all required forms must be submitted/signed by an official authorized to legally bind the Bidder to all Bid provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

C. Definition of Responsive and Responsible for this Bid
Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. Proper submittal of ALL documentation as required by this Bid. (Responsive)
2. The greatest benefits to Volusia County as it pertains to: (Responsible)
   2.1. Total Cost; (Section 2.0)
   2.2. Warranty; In compliance with the minimum warranty (Section 1.8. & Section 2.3 & Section 4.7)
   2.3. Past Performance; In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference; (Section 1.7.1)
   2.4. All technical specifications associated with this Bid; (Section 1.2.0)
   2.5. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. (Section 1.5.3)

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 County when considering all evaluation factors.

D. Local Preference Availability
This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

E. Payment Terms

1. The County 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 Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

F. Award Term. The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

G. Price Redeterminations
Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

1. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved

for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

2. *Wage Price Redetermination*. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor https://stats.bls.gov/data/. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries.Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Agreement.

3. *Minimum Wage Price Redetermination*. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

3.1. *Example*: Minimum wage increases from $7.31 to $7.56 per hour. The Contractor may petition for an increase of $0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

3.2. If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

4. *Fuel Price Redetermination*. If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "*Unleaded Gasoline - WPU057104*" or *"#2 diesel fuel - WPU057303,"* as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Agreement.

5. *Materials Price Redetermination.* At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "All Other Plastic Produce manufacturing – WPU072A01012 , as published by the Bureau of Labor Statistics.

6. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

6.1. Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI = ... $200.50
Base index PPI = ... - $179.20
PPI increase dollars = ……..…… $21.30

PPI increase percentage ($21.30 ¸ $179.20 = .1189)……..……..11.9%

Unit cost of the service is..... $100.00
30% of $100.00 is directly attributed to the redetermination category.... $30.00
$30.00 × 11.9% = ... $3.57
New unit price for the product/service is ($100 + $3.57)..... $103.57

7. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

H. Termination

1. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.

2. Contractor may terminate this Agreement upon at least ninety (90) days prior written notice to County.

3. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:

3.1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;

3.2. Inform County of the extent to which performance is completed;

3.3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated and with the prior approval of the County; and,

3.4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of

the Contractor under the orders and subcontracts so terminated.

4. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

5. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.

6. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.

7. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

8. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

I. New Material

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement 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 Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

J. Damages
Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

By checking yes, the vendor agrees to the special conditions as contained in this section.
Yes/No Question

- **Yes**
- **No**

1.1.2. Compliance with E-Verify Federal Requirements

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

By checking yes, the vendor agrees to comply with the E-verfy requirements as described in this section.
Yes/No Question

- **Yes**
- **No**

1.1.3. Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

By checking yes, the vendor agrees to comply with the FEMA federal contract provisions as described in this section.
Yes/No Question

- **Yes**
- **No**

1.1.4. **FEMA Federal Contract Provisions - Documentation**

Please fill out and submit the attached **Federal Contract Provisions**.

Document question

_ Updated Federal Contract Provisions(443061).pdf

1.1.5. **General Terms and Conditions**

A. Submission of Offers: All offers shall be submitted through the Mercell Source-to-Contract platform. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received after the specified date and time will not be considered. Responses shall be submitted on forms and systems as directed by the County. Additional information may be submitted with the response. No offer may be modified after acceptance.

B. Bidder's Responsibility: The Bidder, by submitting a Bid, represents that:

1. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;

2. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;

3. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, 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 Agreement, 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; and,

4. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

C. Execution of Offer: Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder or asking a question of the Bidder shall be completed.

D. Opening: Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to www.volusia.org/purchasing for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Bid openings and Public meetings may be attended either in person or remotely. Bid openings may be accessed remotely by the use of the following link:

Join from your computer, tablet or smartphone.

https://www.gotomeet.me/VolusiaCountyPurchasing

You can also dial in using your phone.

United States: +1 (646) 749-3112

Access Code: 467-297-821, OR attend in person in the Purchasing Conference Room located at 123 W. Indiana Ave., Room 302. Masks will be strongly encouraged and available if space does not allow for social distancing.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

E. Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.

2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. 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 or termination of the Contract if the Contractor does not transfer the records to the County.

4. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

F. Clarification/Correction of Entry/Minor Irregularities: The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

G. Revisions, Addenda, Questions & Answers:

1. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's official online procurement platform Mercell Source-to-Contract is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this ITB shall be directed through the question and answer functionality of Mercell Source-to-Contract.

2. If it becomes necessary for the County to revise or clarify any part of this ITB the solicitation will be updated on the Mercell platform by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Bidder's responsibility to check the Mercell web site for any posted answers, and/or solicitation changes at https://app.negometrix.com/today. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this ITB before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date/time.

3. Each answer issued by the County shall become a material part of this solicitation. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.

4. Questions and exceptions shall be submitted by the question and answer deadline. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

H. Incurred Expenses: This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.

I. Disadvantaged Businesses: The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

J. Local Preference: The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars ($25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are

additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

K. Pricing: Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

L. Unusual Costs: The Contractor may petition the County 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 (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction 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 (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County 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 County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

M. Additional Terms & Conditions: The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.

N. Taxes: County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

O. Payment Terms: Unless otherwise stated in the Special Conditions, the County 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 Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

P. Discounts: All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement

Q. Meets/Minimum Specifications: The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.

R. Brand Name or Equal: If items requested by this ITB 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. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To ensure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

S. Samples: When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

T. 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.

U. Change in Scope of Work/Service:

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.

2. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

V. Governing Laws/Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

W. Assignment: Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US $500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

X. Content of Invitation/Response: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response 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 these "General Terms and Conditions."

Y. Disclosure of Bid Content: All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

Z. Limitation of Liability/Indemnification: The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

AA. Infringement Claim: For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

BB. Sovereign Immunity: County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

CC. Patents, Copyright, and Royalties: The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of 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 County of Volusia. If the supplier/provider 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.

DD. Use of County Logo: The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

EE. Training: Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.

FF. Acceptance: Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against

the Bidder.

GG. Safety Warranty: Any awarded Contractor 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.

HH. Safety: The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor 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. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

II. Warranty: The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder 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 County of Volusia by any other provision of the ITB/offer.

JJ. Award: The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined in the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/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 County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

KK. Other Agencies: All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

LL. FOB Destination: The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

MM. Special Conditions: County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

NN. Licenses, Certificates, and Permits:

1. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;

2. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.

3. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

4. At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

OO. Records & Right to Audit: County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

PP. Claim Notice: The Contractor shall immediately report in writing to the County'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 Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Human Resources/Risk Management Division
Address: 125 W. New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

QQ. Waiver of Claims: Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

RR. Compliance with Laws and Regulations: The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA),Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), 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. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

SS. For Internet/Web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

TT. Scrutinized Companies-FL Statute Section 287.135 and 215.473: Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

UU. Modifications Due to Public Welfare or Change in Law: The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor 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 Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, 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 Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

VV. Right to Require Performance:

1. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County 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.

2. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

WW. Force Majeure: Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those

obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

XX. Contractor's Personnel: During the performance of the Agreement, the Contractor agrees to the following:

1. The Contractor 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 Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;

4. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;

5. 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;

6. The Contractor shall include the provisions of the foregoing paragraphs 1, 2, 3, 4, and 5, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;

7. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;

8. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and

9. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference**,** shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

YY. County/Contractor Relationship:

1. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor 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 Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; 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.

3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County 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 County.

ZZ. Disqualification of Bidders: One (1) Bid**:** Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders**:** If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

AAA. Debarment: Purpose and Intent. The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf

BBB. For purposes of this ITB and evaluation of responses 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.

CCC. Dispute Resolution:

1. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.

2. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

3. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

3.1. County Work Days: **10** Contractor's Representative: **Contractor's Project Manager**
County Representative: **County's Project Manager**

3.2. County Work Days: **10** Contractor's Representative: **Contractor's Sr. Vice President of Sales**
County Representative: **Director of Purchasing and Contracts**

3.3. County Work Days: **20** Contractor's Representative: **Contractor's COO or President**
County Representative: **Deputy County Manager**

4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

5. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of *Special Conditions, Termination,* it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

By checking yes, the Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.

By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

Yes/No Question

- **Yes**
- **No**

1.1.6. **Content of Invitation/Response:**

The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response 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 in this invitation to bid shall supersede the requirements as specified in the *General Terms and Conditions* section of this solicitation.

Submission of Offers

The County of Volusia is requesting written bids for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a bid to provide this service and/or product(s), please provide the requested information in this ITB, complete the included forms, and submit these documents via your response through Mercell Source-to-Contract by the date and time posted. Bids received after the posted date and time may not be considered. Bids shall be submitted through the County of Volusia online solicitation system, Mercell, at https://app.negometrix.com/today.

Do not submit confidential information, proprietary information and/or trade secrets.

By checking yes, the vendor acknowledges the information provided above regarding offer submission.

Yes/No Question

- **Yes**
- **No**

1.1.7. **Authorized Signatory**

Vendor acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Complete Name and Title below, which shall indicate acknowledgment. (Click Fill Out)

Open Question

1.2. Scope of Work

Section - 2 Questions

1.2.1. **A. Technical Specifications/Scope of Work**

TECHNICAL REQUIREMENTS AND SPECIFICATIONS FOR PIPE LINING AND REHABILITATION OF STORMWATER STRUCTURES

1.0 SCOPE OF WORK
Bidders may bid on any one or all of the following parts of this Invitation to Bid:

- Purchase and Installation of Resin Impregnated Cured–In–Place Pipe (RICIPP) Lining and Point Repair
- Purchase and Installation of Polyethylene Pipe Lining
- Rehabilitation of Concrete/Masonry Stormwater Structures

The contractor shall provide a complete job, including all labor, materials and equipment; including but not limited to: water supply and traffic control.

Award may be to one vendor or to multiple vendors, whichever is deemed to be in the best interest of the County.

Any reference to lines contained in this ITB refers to stormwater or sewer lines.

1.1 Quality Assurance
All service provided as a result of this ITB shall be the product of a Contractor who is fully experienced, reputable and qualified in the processes requested. The Contractor shall be experienced with the means and methods of each process on which they are submitting a bid.

1.2 Site Conditions and Safety
A. Contractor shall conform to all local, state, and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.
B. Particular attention shall be paid to those safety requirements involving entering confined spaces. Contractor shall maintain a robust confined space entry program and other required safety training certifications to perform such work.

C. Flow diversion and/or bypass plans shall be submitted by Contractor to County as necessary to perform the specified work.

1.3 Maintenance of Traffic

The Contractor shall be responsible for implementing traffic control procedures in accordance with County standards. Maintenance of Traffic (MOT) closure plans, as well as any field changes, must be processed and approved through Road and Bridge Division Traffic Operations staff prior to any lane closures and shall adhere to the following schedule:

- Allow a minimum of seven (7) week days (non–holiday) for submitted MOT/Traffic Control plan County review and approval.
- Provide a minimum of five (5) week days (non–holiday) for County to dispatch advanced notification announcement processing and agency notification. Volusia County Traffic Operations will dispatch advance notification to Emergency Response Agencies and local Governments.

1.4 Bypassing Procedure

A. The Contractor, when required, shall provide for the flow of water around or through the section or sections of pipe designated for service. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make a bypass. The primary pump, standby pump and the piping shall be of adequate capacity and size to handle the maximum flow experienced in the line.

B. The Contractor shall be responsible for continuity of the system during the execution of the work of any resulting contract. In the event that backup occurs, the Contractor shall be responsible for cleanup, repair, and property damage costs and claims and shall restore property to its original condition, prior to damage.

1.5 Disposal of Debris

A. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.

B. The contractor shall remove all solids or semi–solids resulting from the operations from the site. Any truck hauling solids or semi–solids from the site shall be watertight so that no leakage or spillage shall occur.

C. Disposal shall be at a suitable Volusia County owned landfill and all disposal fees shall be the responsibility of the Contractor. Any alternate disposal locations shall require the prior approval of the County Project Manager.

1.6 Operating Procedures

Hours of operation shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding county recognized holidays as listed at https://www.volusia.org/about-us/holidays.stml. The pumps shall be in whisper mode at all times when the project is in the vicinity of any hospital, school, daycare, or senior/rehab post–surgery facilities.

1.7 Damages

In the event that any property is damaged as a result of actions of the Contractor, the Contractor shall be responsible for cleanup, repair, and property damage costs and claims. The Contractor shall restore the damaged property to its pre–damaged condition.

1.8 Warranty

A. Installation: The Contractor shall provide a full labor and materials warranty for a period of twelve months from the date of acceptance by the County.

B. Liner: The Contractor shall provide Manufacturer's standard warranty

1.9 Reference

This specification references American Society for Testing and Materials (ASTM) standard specifications, which are made part hereof by such reference and shall be the latest edition and revision thereof.

2.0 RESIN IMPREGNATED CURED–IN–PLACE PIPE (RICIPP) LINING AND POINT REPAIR

2.1 Scope of Work

A. The Contractor shall furnish all labor, materials (including water supply), equipment, permitting and tools necessary for the point repair or full reconstruction of the lines by the installation of a resin–impregnated flexible felt tube, which is inverted into the existing conduit by use of hydraulic head. Where inversion is not appropriate, a pull and inflate method shall be acceptable.

B. While cleaning, inversion or discharging of resins, a turbidity barrier shall be used at all discharge points and Micro Sort may be used to neutralize the resins. Disposal shall be the responsibility of the Contractor.

C. Curing shall be accomplished by circulating hot water within the liner tube to cure the encapsulated resin system. Any other method of curing shall require prior approval of the County Project Manager.

D. When cured, the finished pipe shall be continuous, watertight and formed to the original conduit.

E. Cleaning and inspection of conduits, bypass pumping, line obstruction removal, re–establishment of services, pre–installation video recording, installation of Resin Impregnated Cured–In–Place Pipe (RICIPP) including installation, television inspection, post–installation video recording, connections, reconnections, testing and final inspections shall all be included as part of this work.

2.2 Quality Assurance / Qualifications

A. The Contractor shall have a minimum of three (3) years experience with the means and methods utilized in installing RICIPP to include 100,000 feet minimum installed of eight (8) inch to sixty (60) inch liner in the state of Florida.

B. During the inversion/installation of the RICIPP, the Contractor shall conduct television inspection of the work to verify that the liner installation is acceptable as defined herein. The lines shall be thoroughly cleaned prior to performing the television inspections. The installation television inspections shall be performed such that the lining can be clearly seen. The camera shall be panned, tilted and rotated at all pipe defects and at service lateral connections for the complete video documentation assuring no material drain–down/loss. If required, the Contractor shall halt inversion in order to video close–up viewing.

C. The Contractor shall submit a sample television inspection after the first liner is installed so that the Contractor and the County Project Manager (or designee) can agree on performance and quality of the inspections, which shall be met throughout any resulting contract. Lines not inspected to the County Project Manager's satisfaction shall be re–inspected by the Contractor, at no additional cost to the County, prior to payment.

D. The County has determined that modified polyester resins are critical to the successful rehabilitation of these pipelines and the bidder must have experience wetting–out and installing RICIPP liner tubes using modified polyester resin.

2.3 Warranty

A. Installation: The Contractor shall provide a full labor and materials warranty for a period of twelve months from the date of acceptance by the County.

B. Liner: The Contractor shall provide the manufacturer's standard warranty.

2.4 Submittals After Bid Opening, Upon Request

A. The Contractor shall submit, upon request, the following information regarding quality:

1. A signed and notarized certification from the resin manufacturer (not supplier/distributor) that the polyester resin to be furnished for this project shall not mix with stormwater, lake water or moisture on inversion/insertion.

2. A viscosity profile and procedure showing that the resins to be supplied on this project shall not absorb/mix with water.

3. County will provide the testing services. Contractor shall assist the County in obtaining a small sample of catalyzed resin from the saturated liner tube on site prior to installation. The County shall conduct a water–mixing test (proof of the resin and water not mixing) and the Contractor shall receive and dispose of the sample according to Federal, State and Local Regulations. Failing tests shall be reimbursed by the Contractor.

4. A certification from the felt manufacturer that states the coating shall not be effected by styrene at 100 degrees F.

B. The Contractor shall submit, upon request, a statement by the resin manufacturer (not supplier/distributor) that the polyester resin to be furnished for each project contains no fumed silica, fillers or solid modifying agents. In addition, the statement shall include an IR Spectrum fingerprint for each batch of resin and thickener along with a certification from the manufacturer that the detailed resin shall have a viscosity of 1.5 million centipoises or greater when the liner is installed. The resin manufacturer must agree to furnish notarized Certificates of Authenticity with the IR Spectrum fingerprint for each batch of resin and thickener for each project. An estimate of the pounds of resin and thickener to be used on each project is to be included in the letter with the number of shipments anticipated.

2.5 Products

A. Materials

1. The RICIPP shall be fabricated to a size that, when installed, will fit the internal circumference of the conduit specified. Allowance shall be made for circumference/ radial stretching during insertion.

2. The finished RICIPP shall be fabricated from materials which, when cured, will be chemically resistant to withstand internal exposure to contaminates associated with stormwater.

3. The outside layer of the tube (before inversion) shall be plastic coated with a transparent flexible material that is compatible with the resin system used. The plastic coating shall not be subject to delaminating in the cured pipe.

4. The tube shall contain no intermediate or encapsulated layers. No materials shall be included in the tubes that are subject to delaminating in the cured pipe.

5. The wall color of the interior pipe surface of the RICIPP after installation shall be a light reflective color so that a clear detail examination with closed circuit television inspection equipment may be made.

6. The resin system shall be a corrosion resistant polyester resin, modified to contain no fumed silica, fillers or solid theology modifying agents, with a suitable catalyst system and thickening agent that when properly cured within the tube composites meets the requirements of American Society for Testing and Materials (ASTM) F– 1216 and other requirements of this specification. The resin manufacturer shall certify that the resin described above will have viscosity 1.5 million centipoises or greater when installed, or the manufacturer shall certify that the resin will not drain, form slugs and mix with water.

7. Hydraulic capacity calculations shall support the CIPP requirement for 100% of the full flow capacity of the original pipe as installed.

8. The bidder shall submit liner thickness calculations to the County Project Manger for review. The RICIPP shall be designed in accordance with the applicable provisions of ASTM F1216 and D2412 for fully deteriorated gravity pipe conditions and shall meet the following design conditions;

- AASHTO H–20 Live Load with two trucks passing for RICIPP in streets.
- A soil modulus of elasticity of 700 psi shall be used. A soil weight 120 pounds per cubic foot and a coefficient of friction of Ku'=0.130r shall be used for the installed depths.
- The long–term flexural modulus used in the design calculations shall be estimated by multiplying the lowest short–term flexural modulus specified in the ASTM standards by a retention factor of 0.50.
- Safety factor of 2.0 shall be use
- Groundwater levels shall be estimated to be at the ground surfac
- Service temperature range shall be 40 to 140 degrees F.
- Maximum long–term deflection shall be 5 percent. Contractor will provide a deflection information graph with the materials submittal for approval by County Project Manager or designee.

9. The minimum length shall be that deemed necessary to effectively span the footage that is requiring repair.

10. The thickness (in millimeters) to be used for the liner shall be the largest thickness as determined by calculations for deflection,

bending, buckling and minimum stiffness. The minimum installed liner thickness with the pre–determined resin / felt ratio shall be as follows: **See Exhibit A**

2.6 Structural Requirements

A. The RICIPP shall be designed per ASTM–1216, with the following additional requirements:

1. The design shall assume no bonding to the original pipe wall.

2. External hydraulic design based on acceptable third party testing and verification of the enhancement factor, K, shall be submitted for review.

3. The bond between the RICIPP layers shall be strong and uniform. All layers, after cure, shall form one homogeneous structural pipe wall with no part of the tube left unsaturated.

4. The cured pipe material (RICIPP) shall conform to the following structural properties:

Property Results	Test Method	Minimum Test Result
Modulus of Elasticity	ASTM D–790	250,000 psi
Flexural Strength	ASTM D–790	4,500 psi

5. Design parameters shall be in accordance with ASTM F–1216. Design parameters shall be for a fully deteriorated pipe with a long–term flexural modulus of 50% of the short–term modulus and the design safety factor for two (2) remaining unchanged.

B. If required by the County, RICIPP field tube samples shall be cured in the hot water contained in the inversion column contained within steel plates and Mylar sheeting. These sample pieces shall be at least 20 inches in length with enough width for a test laboratory to run a minimum of three samples from each specimen. A testing laboratory acceptable to the County shall produce the tests, noting thickness and enough strength as specified without a laboratory post cure. Post cure shall be accomplished in the initial in–ground curing cycle.

2.7 Execution

A. Prior to Liner Installation –

1. Cleaning of lines – It shall be the responsibility of the Contractor to remove all internal debris / sediments from the lines, unless the Contractor is directed otherwise by the County Project Manager. The Contractor shall clear the line of obstruction such as solids, dropped joints or collapsed pipe that will prevent the insertion of RICIPP.

2. Television Inspection – The Contractor shall perform video inspection of pipelines prior to lining. The interior of the pipeline shall be carefully inspected to determine the location of any conditions, which may prevent proper installation of the RICIPP into the pipelines, and it shall be noted so that these conditions can be corrected. Pipe Video (on thumb drive) and a suitable log of inspection shall be provided to the County Project Manager.

2.8 Installation

A. The method of installation of the RICIPP shall be in accordance with design criteria supplied by the manufacturer and approved by the County Project Manager or designee.

B. The finished RICIPP shall be continuous over the entire length of the repair and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delaminating.

C. The County shall locate and designate all manhole access points for the work and provide rights of access to these points.

D. The pipeline to be rehabilitated with the RICIPP liner shall be rendered free of accumulated debris. If cleaning of the pipe is required, refer to section 1.4. Any hazardous waste material encountered during this contract shall be considered as a changed condition.

E. The Contractor, when required, shall provide for the flow around or through the section or sections of pipe designated for RICIPP rehabilitation. Plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system shall make a bypass. The primary pump, standby pump and the piping shall be of adequate capacity and size to handle the maximum flow experienced in the line. The Contractor shall be responsible for continuity of the system during the execution of the work of any resulting contract. In the event that backup occurs, the Contractor shall be responsible for cleanup, repair and property damage costs and claims.

F. The pipe to be RICIPP lined shall be video inspected. The inspection shall verify that the pipe is ready to be lined and a copy of the Pipe Video of the pipe condition shall be retained for review and given to the County. If any condition is found to exist that prevents the lining of the pipe, or that cannot be removed with conventional line cleaning equipment, the contractor shall notify the County of the condition and review the Pipe Video with the County Project Manager. If an excavated point repair is necessary, the County shall make the appropriate repair or the County shall issue written authorization to the contractor to make the necessary repairs and the work shall be paid for as a separate item.

G. The Contractor shall be responsible for contacting each home or business in close proximity to the sewer to be RICIPP lined. They will be informed of the work to be conducted and the projected length of time for the lining. The Contractor shall provide a copy to the County for review and approval prior to neighborhood contact. The contact shall be by approved letter or door hanger forty–eight (48) hours prior to work beginning on the affected section of pipe. A personal contact shall be made twenty–four (24) hours prior to work beginning.

H. Resin Impregnation – The quality of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube assuring no resin loss through cracks and irregularities in the original pipe wall with viscosity control. A vacuum impregnation process shall be used. A roller system shall be used to uniformly distribute the resin throughout the tube.

I. Thermocouples shall be placed between the RICIPP tube and the existing pipe wall at the inversion and discharge locations to monitor the liner temperature. Readings shall be entered on logs that are submitted to the County at the end of each lining. For every five installations, the County Project Manager or designee shall perform a miscibility test demonstrating that water will not mix with the resin system.

J. A Contractor's representative shall remove a small amount of catalyzed resin from the saturated liner, when requested and in the presence of the County Project Manager prior to inversion. The material shall exhibit the characteristic of an elastic gel. A water mix test shall be performed on site, catalyzed resin shall be placed in a jar and equal amount of water added, the jar sealed and shaken

vigorously. The material shall not mix or form an emulsion. If the resin material mixes, the saturated liner tube shall be rejected and shall be removed from the site. The rejected liner shall be disposed of in accordance with Federal, State and Local requirements. A pre–liner shall be required and the thickness of the entire circumference of the line shall have to meet or exceed the minimum thickness required by the County.

K. At the County's request, no more than five (5) times per 10 inversions, a video camera shall be inserted into the pipe to be lined and positioned within one to two (1–2) feet of the inverting tube in the presence of the County Project Manager. The County Project Manger shall view the inversion of the tube from the video monitor in the Contractor's CCTV truck. If resin discharge from the tube is observed the Contractor shall immediately stop the inversion and remove the tube from the pipe. The rejected liner shall be removed from the site and disposed of in accordance with Federal, State and Local requirements.

L. Reforming – After insertion is completed, the Contractor shall supply a suitable heat source. The equipment shall be capable of delivering hot fluids throughout the section to uniformly raise the temperature of the liner mass to the temperature required to cure the liner. The heat source shall be fitted with monitors to gauge the temperature and pressure of the fluid injected.

M. Cool down shall be accomplished by the introduction of cool water and air or other approved method.

N. During the warranty period, any defects that will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed upon by the County and the Contracto

2.9 Sealing RICIPP at Manholes/Inlets

A. Leakage testing of the pipe shall be accomplished during the cure while under positive head.

B. If the RICIPP fails to make a water tight seal, the Contractor shall apply a sealing material at that point. The seal shall be of a resin mixture compatible with the RICIPP.

C, There shall be no visible leaks in the completed system. During the warranty period, any defects that will affect the integrity or strength of the RICIPP or any visible leaks shall be repaired at the Contractor's expense.

2.10 Inspection

A. The Contractor shall inspect all piping to ensure that the RICIPP is free from defects in materials and workmanship.

B. A pipe video (on thumb drive) shall be provided to the County showing the completed work. The pipe video shall include the pre–installation footage, the inversion / installation footage (when required) and the post–installation footage. NO INVOICE SHALL BE APPROVED FOR PAYMENT WITHOUT ACCOMPANYING VIDEO.

C. RICIPP samples shall meet or exceed the specified structural properties of:

Property Results	Test Method	Minimum Test Result
Modulus of Elasticity	ASTM D–790	250,000 psi
Flexural Strength	ASTM D–790	4,500 psi

D.Visual inspection of wet out facility and process parameters noted/inspected (i.e., gap setting).

E. Visual inspection of the RICIPP shall be in accordance with ASTM F–1216, section 8.6.

F. IR Spectrum fingerprints shall be submitted and approved prior to payment.

G. At least one (1) Miscibility Test shall be performed on–site for each five installations.

H. No payments shall be made for rejected liner tubes or for liner tubes not meeting these specification requirements, including testing

2.11 Chemical Thickened System Miscibility Guidelines

A.The purpose shall be to define properties that the resin / resin–impregnated flexible tube must have to perform effectively and consistently in all field conditions.

B. All resin / resin–impregnated flexible tube materials used shall have the following properties (greater than 1.5 million centipoises):

1. Must react/perform in the presence of water;
2. Must withstand submergence in water without degradation (pre–cure and post–cure);
3. Must prevent the passage of water through the sewer pipe joint (infiltration);
4. Must stay at a constant viscosity during reaction period;
5. Must stay in the confines of the host pipe being rehabilitated;
6. Must not produce slugs that require excavation;
7. Shall meet liner thickness per contract/design specifications (0% to +10%) measured eight times around the perimeter;
8. Residual must not impede on downstream lines or water tables;
9. Must withstand internal exposure to sewage/chemical specified.

2.12 Miscibility Test Procedure

A. Resin + Chemical Thickener + premixed at wet–out facility. Test tube/glass–pint jars shall be filled half full with material. When mixed in the proper proportions and stored at temperatures above 40 degrees F, thickening shall be complete in 18–24 hours. Once thickening is complete (invert test tube/jar: non–flowing. The container shall be filled with water. The lid shall be replaced and the contents shall me mixed by shaking. Resin system shall be immiscible.

B. Resin + Chemical Thickener. Mix a 50/50, by volume, mixture of resin + thickener in a glass test tube/glass jar. The mixture shall thicken to 1.5MM cps in short time (approximately 15 minutes). Once thickening is complete (invert test tube/jar: non–flowing), fill the container full with water, replace lid/seal top and mix by shaking. Resin system shall be immiscible.

All samples / waste shall be disposed of properly and in accordance with Federal, State and Local requirements. For a more scientific approach – quantifying rate of thickening, see Time–Test Viscosity Method (ASTM D–1545).

3.0 POLYETHYLENE PIPELINING

3.1 Scope of Work
The Contractor shall furnish all labor, materials, equipment, and tools necessary for the installation of a deformed polyethylene line into existing lines.

3.2 Submittals After Bid Opening, Upon Request
Bidders shall submit three (3) copies of manufacturer's technical literature and recommended installation procedures.

3.3 Materials
A. The liner pipe shall be fabricated from materials (i.e. polyethylene) which are chemically resistant to withstand internal exposure to domestic sewage.

B. The following material is approved for installation in lines:
The line pipe and fittings shall be manufactured from high density polyethylene pipe compound which meets the performance requirements of ASTM F15333 – Standard Specifications for Deformed Polyethylene Liner.

C. Tests for compliance with this specification shall be made according to the applicable ASTM specifications. A certificate of compliance with this specification for all material furnished under the contract shall be provided by the manufacturer upon request.

D. The outside diameter shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit. The outside diameter of the liner shall be at least equal, preferably larger than the inside diameter of the conduit. Allowance shall be made for misaligned and missing conduit. The standard dimension ration (SDR) of liner shall be based on the evaluation of the design considerations.

E. These considerations normally include an evaluation of:

1. Flow capacity
2. External loads (hydrostatic pressure and/or static and dynamic earth loads)

Internal pressure, if applicable. The Contractor shall recommend liner SDR based on an evaluation of these conditions.

F. The Contractor shall determine the minimum length for each section to provide at least two (2) feet excess at both ends of the liner pipe section to be processed. The Contractor shall verify the lengths in the field before insertion. Individual insertion runs can be made over one or more manhole sections as determined in the field by the Contractor and approved by the County Project Manager.

3.4 Preparation
A. Prior to Installation

1. Cleaning of line

Line sections shall be cleared of all debris, roots and other materials that would hinder proper insertion of the liner by the Contractor.

2. Close Circuit Television Inspection

a. Line sections to be lined shall be CCTV inspected with a video recording by the Contractor, noting locations of all obstructions.Any other obstructions encountered that will prevent proper liner installation or damage the liner during installation shall be called to the attention of the County so the County can determine the method for their removal or repair.

b. No lining shall be performed until the line has been properly prepared. If the line is unacceptable for lining, the Contractor shall review the TV inspection report and determine the location(s) where spot repairs or additional cleaning is required.

3.5 Installation
A. The polyethylene liner shall be inserted into the existing line with a power winch and steel cable connected to the end of the liner by use of an appropriate pulling header or other approved pulling method. A second pulling head may be attached to the other end of the liner for attachment of a tag line to pull the liner back out of the line, if necessary. Length of the liner pipe to be inserted at any one time shall be governed by the winch drum capacity and winching power available and consideration of the size and condition of the sewer.

B. After insertion is completed, the Contractor shall supply a suitable heat/pressure source. The equipment shall be capable of delivering steam or hot fluid and pressure throughout the section to uniformly raise the plastic temperature of the mass of plastic to the temperature required to form the liner.

C. The heat source shall be fitted with suitable monitors to gauge the temperature and pressure of the fluid injected.

D. Cool–down may be accomplished by the introduction of cool water and air or other approved method.

E. The finished liner shall be continuous over the entire length of the insertion and be as free as practicable from visual defects such as splits, creases or foreign inclusions. It shall all meet the pressure test specified below.

F. During the warranty period, defects which will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed upon by the County and the Contractor.

3.6 Sealing Liner at Manholes / Securing liner at Manholes
A. For a leak tight seal between the liner and the manhole wall, the Contractor shall apply a sealing material at that point. The sealing materials and methods shall be approved by the County prior to installation and shall be performed at no additional cost.

B. All liner ends in manholes shall be secured to help eliminated contraction, expansion and other movement of liner pipe. Liner pipe ends shall be secured by either inserting two stainless steel bolts/nuts with washers or two 2" x 2" x 1/2" blocks of polyethylene heat welded at

10:00 and 2:00 position on the liner ends that are protruding into manholes.

3.7 Inspecting

After the work is completed the Contractor shall provide the County with a video (on thumb drive) showing the completed work.

4.0 REHABILITATION OF CONCRETE/MASONRY STORMWATER STRUCTURES

4.1 Summary

This specification covers all labor, materials, equipment, and services necessary to complete the installation of corrosion protection for concrete and masonry stormwater structures as herein specified.

4.2 References

A. ACI – The published standards of the American Concrete Institute, Farmington Hills, MI.
1. ACI 506.2–77 – Specifications for Materials, Proportioning, and Application of Shotcrete.

B. ASCE – The published Manuals and Reports on Engineering Practices of the American Society of Civil Engineers, Reston, VA.
1. ASCE Manual No. 92 – Manuals and Reports on Engineering Practice; Manhole Inspection and Rehabilitation (2008 Update).

C. ASTM – The published standards of the American Society for Testing and Materials, West Conshohocken, PA.

1. ASTM D638 – Tensile Properties of Plastics.
2. ASTM D790 – Flexural Properties of Unreinforced and Reinforced Plastics.
3. ASTM D695 – Compressive Properties of Rigid Plastics.
4. ASTM D4541 – Pull–off Strength of Coatings Using a Portable Adhesion Tester.
5. ASTM D7234 – Pull–Off Adhesion Strength of Coatings on Concrete Using Portable Pull–Off Adhesion Testers.
6. ASTM D4787 Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates.
7. ASTM D2584 – Volatile Matter Content.
8. ASTM D543 – Resistance of Plastics to Chemical Reagents.
9. ASTM D4258 – Standard Practice for Surface Cleaning Concrete
10. ASTM D4259 – Standard Practice for Abrading Concrete
11. ASTM C109 – Compressive Strength Hydraulic Cement Mortars.
12. ASTM C579 – Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.

D. ICRI – The published standards of the International Concrete Repair Institute, Des Plaines, IL.
1. ICRI Technical Guideline No. 310.2–1997 – Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.

E. NACE – The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.
1. NACE RPO 188–99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates

F. SSPC – The published standards of the Society of Protective Coatings, Pittsburgh, PA.
1. SSPC–SP 1 – Solvent Cleaning
2. SSPC–SP 5 – White Metal Blast Cleaning
3. SSPC–SP 10 – Near White Metal Blast Cleaning
4. SSPC–SP 12 Surface Preparation and Cleaning of Metals by Water jetting prior to Recoating.
5. SSPC SP–13/NACE No. 6 – Surface Preparation of Concrete.
6. SSPC–PA 9 – Measurement of Dry Coating Thickness on Cementitious Substrates Using Ultrasonic Gages.

G. SSPWC – Standard Specifications for Public Works Construction “Greenbook”, 2009.
1. SSPWC 210–2.3.3 & 211–2 – Chemical Resistance Test (Pickle Jar Test).
2. SSPWC 500–2 – Manhole and Structure Rehabilitation.

4.3 Submittals

A. Product Data:

1. Technical data sheet for each repair and coating product to be used; including application, cure time, surface preparation procedures, and certification from coating product manufacturer as to the compatibility of the repair material(s) and coating system.

2. Material Safety Data Sheet (MSDS) for each product to be used.

3. Copies of independent testing performed on the coating product indicating the product meets the requirements as specified herein. Coating product physical properties shall be substantiated through submittal of testing results as documented by an accredited third party laboratory and shall be representative of the actual field applied product including cure mechanism(s) as to be employed in the field.

4. Five (5) references of manufacturer indicating successful coating system performance greater than five (5) years in age of the submitted coating product(s) within the municipal stormwater environment.

B. Contractor Data:

1. Current documentation from repair and coating product manufacturer(s) certifying Contractor's training and equipment complies with the Quality Assurance requirements specified herein.

2. Five (5) references of Contractor indicating successful coating system installation performance greater than five years in age of coating product(s) of the same material type as specified herein, applied by spray application within the municipal stormwater environment.

3. Documentation of requirements of stated within.

4.4 Quality Assurance

A. Coating and repair product(s) shall be capable of being installed and curing properly within the specified environment(s).

B. Coating and Repair product(s) shall be fully compatible; including ability to bond effectively (as tested for in Section 3.5 C.) to each other and/or the host substrate, forming a composite system.

C. Contractor shall utilize equipment for the application of the coating and repair product(s) which has been approved by the product manufacturer; and Contractor shall have received training on the operation and maintenance of said equipment from the product manufacturer. Written certification of such approval(s) and training shall be submitted by the coating and repair product manufacturer(s).

D. Contractor and contractor personnel shall be certified by, or have their training approved and certified by, the coating and repair product(s) manufacturer(s) for the handling, mixing, application and inspection of the product(s) to be used as specified herein. Written certification of such training shall be submitted by the coating and repair product manufacturer(s) and shall include the individual contractor personnel to be employed on the project.

E. Inspectors shall be trained in the use of testing or inspection instrumentation and knowledgeable of the proper use, preparation and installation of the product(s) to be used as specified herein.

F. Contractor shall initiate and enforce quality control procedures consistent with the coating product(s) manufacturer recommendations and applicable NACE, SSPC, ICRI or other standards as referenced herein.

4.5 Delivery, Storage, and Handling

A. Materials are to be kept dry, protected from weather, and stored under cover.

B. Coating and repair materials are to be stored between 50 deg F and 90 deg F. Do not store near flame, heat, or strong oxidants.

C. All materials are to be handled according to their material safety data sheets.

4.6 Site Conditions and Safety

A. Contractor shall conform to all local, state, and federal regulations including those set forth by OSHA, RCRA and the EPA and any other applicable authorities.

B. Particular attention shall be paid to those safety requirements involving entering confined spaces. Contractor shall maintain a robust confined space entry program and other required safety training certifications to perform such work.

C. Flow diversion and/or bypass plans shall be submitted by Contractor to Owner as necessary to perform the specified work.

4.7 Warranty

A. Contractor shall warrant all work against defects in materials and workmanship for a period of one (1) year, unless otherwise noted, from the date of final acceptance of the project. Contractor shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said one (1) year period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without cost to the Owner.

B. Coating and repair product supplier(s) shall warrant all coating materials for a period of one (1) year from the date of final acceptance, unless otherwise noted, to be free of manufacturing defects; and products will meet current published physical properties when applied and tested in accordance with the manufacturer's standards. If, within said one (1) year period, any product does not meet the physical properties or is defective in manufacture the manufacturer will either replace the defective product or refund the purchase price.

4.8 Existing Products

A. Standard Portland cement or new concrete must cured a minimum of 28 days prior to application of the coating product(s) or surfaces must be prepared and coating materials applied according to the coating product manufacturer's recommendations for such conditions.

B. Existing coatings shall be removed which may affect the performance and adhesion of the specified coating product(s). Contractor is to maintain strict adherence to the protective coatings manufacturer's recommendations with regard to proper surface preparation and compatibility with existing coatings.

C. Thoroughly clean and prepare existing products/surfaces to effect a seal with and promote the adhesion of the coating product(s).

4.9 Repair Products

A. Repair products shall be used to fill voids or bugholes, smooth transitions between components, replace lost mortar in masonry structures, smooth rough surfaces, and rebuild severely deteriorated substrates and/or to remediate infiltration prior to the installation of the coating product(s).

1. Repair materials must be supplied by the coating product(s) manufacturer or shall be expressly approved by the coating product(s) manufacturer in writing for compatible with the specified coating product(s).

2. All materials shall be mixed, applied, and cured in accordance with the manufacturer's recommendations.

3. Repair product physical properties shall be substantiated through submittal of accredited third party testing results and shall be representative of the actual field applied product and cure mechanism(s) to be employed in the field.

B. 100% solids, solvent–free epoxy grout; specifically the specified coating product(s) (Section 2.3 C.) enhanced with Raven 200 polyolefin fiber filler or other approved aggregate.

C. Factory blended, rapid setting, high–early strength, non–shrink repair mortar to be trowel or pneumatically spray applied to the entire surface

1. Manufacturer: Raven Lining Systems, Broken Arrow, Oklahoma 800-324-2810 or 918-6150-140 fax.

2. Product: Raven 755 Cement Mortar having the following characteristics:

a.Product Type: Fiber filled high early strength Portland cement mortar
b. Tensile Strength, psi (ASTM C496):>800
c. Compressive Strength, psi (ASTM C109): >9,000 @ 28 days
d. Flexural Strength, psi (ASTM C293): >1500
e. Shrinkage @ 90% R. H., % (ASTM C596): 0
f. Adhesion to Concrete, psi (ASTM C882): >2000 psi
g. Freeze/Thaw (ASTM C666): 100 Cycles, no visible damage

3. Or equal as approved by County representative

D. Factory blended, high strength, non–shrink, cementitious repair mortar to be troweled or otherwise manually applied to repair/fill minor surface defects from featheredge to ¼" in thickness.

1. Manufacturer: Raven Lining Systems

2. Product: Raven 710 – Cement Mortar having the following characteristics

a. Product Type: Calcium aluminate mortar
b. Compressive Strength, psi (ASTM C109): >5,000 @ 28 days
c. Shrinkage @ 90% R. H., % (ASTM C596): 0
d. Adhesion to Concrete, psi (ASTM C882): >1600 psi
e.dhesion to Concrete, psi (ASTM D7234): >150 psi

3. Or equal as approved by County representative

E. Factory blended, high–early strength, non–shrink, cementitious repair mortar to be trowel applied to fill large voids or repair bench and inverts.

1. Manufacturer: Raven Lining Systems

2. Product: Raven 700 Cement Mortar having the following characteristics:

a. Product Type: Calcium aluminate mortar
b. Compressive Strength, psi (ASTM C109): >1,800 @ 24 hours
c. Adhesion to Concrete, psi (ASTM C882): >1600 psi
d. Adhesion to Concrete, psi (ASTM D7234): >150 psi
e. Density of wet mix: 100 – 110 lbs./ft3.

3. Or equal as approved by County representative

F. Factory blended, non–shrink, hydraulic cement to be used for infiltration remediation.

1. Manufacturer: As applicable

2. Product: Hydraulic cement having the following characteristics:

a. Product Type: Hydraulic cement
b. Compressive Strength, psi (ASTM C109): >1,000 @ 1 hour, >2500 psi @ 24 hours
c. Shrinkage @ 90% R. H., % (ASTM C596): 0

G. Hydrophobic or Hydrophilic injectable urethane chemical grout to be used for the remediation of high volume infiltration or crack repair and/or soil stabilization and void filling.

1. Manufacturer: As applicable

2. Product: Urethane chemical grout as appropriate for infiltration, crack repair and soil stabilization.

H. (OPTIONAL) Fiberglass woven roving cloth using E–Glass, 9 oz/yd2 minimum weight; typical of Hexcel or BFG Industries style #7500.

4.10 Coating Products

A. Coating product shall be applied to all interior surfaces to impart a degree of structural enhancement.

B. Coating product physical properties shall be substantiated through submittal of accredited third party testing results and shall be representative of the actual field applied product and cure mechanism(s) to be employed in the field.

C. 100% Solids, Solvent–Free, Ultra–High Build Epoxy Coating to be spray applied to all interior surfaces of exposed concrete above the spring line or as otherwise detailed.

1. Manufacturer: Raven Lining Systems, Broken Arrow, Oklahoma 800–324–2810 or 918–6150–140 fax or equal as approved by County representative.

2. Product: Raven 405 – 100% solids, solvent–free ultra high–build epoxy system exhibiting the following characteristics:
a. Product Type: amine cured epoxyOC Content (ASTM D2584):
b. VOC Contnt (ASTM D2584): 0%
c. Compressive Strength, psi (ASTM D695): 18,000 (minimum)
d. Tensile Strength, psi (ASTM D638): 7,500 (minimum)
e. Flexural Modulus, psi (ASTM D790): 700,000 (minimum)
f. Adhesion to Concrete, psi/mode of failure (ASTM D4541/7234): 200 psi (minimum) with substrate (concrete) failure
g. Product shall be applied at a minimum 125 mils minimum

D. Product primer to be applied as recommended by the coating product manufacturer as installation conditions warrant.

1. Manufacturer: Raven Lining Systems or equal as approved by County representative.

2. Product: Raven 171 – 100% solids epoxy primer having the following characteristics: 100% Solids, Solvent–Free, Ultra–High Build Epoxy Coating to be manually or spray applied to interior surfaces of exposed concrete below the typical flow line; specifically designed for accelerated cure and suitable for release of flow in less than 45 minutes at normal service temperatures or as otherwise detailed.

4.11 Product Application Equipment

A. Cementitious repair products for spot repair may be mixed and applied using hand and/or power tools

B. Cementitious repair products to be spray applied shall be mixed and applied using manufacturer approved batch mixing and low velocity spray devices.

C. Coating product primer may be applied using hand tools or other convention/airless spray application device(s).

D. Coating product to be spray applied shall be mixed and applied using manufacturer approved heated plural component spray equipment.

E. Coating product application to hard to reach areas or for touch–up may be performed using hand tools.

4.12 Examination

A. Appropriate actions shall be taken by Contractor to comply with local, state, and federal regulatory and other applicable agencies with regard to environment, health, and safety during work.

B. All structures to be coated shall be readily accessible to Contractor.

C. New Portland cement concrete structures shall have endured a minimum of 28 days since manufacture prior to commencing coating installation. Should earlier coating be required, coating product manufacturer shall recommend specifications including appropriate cure assessment testing and use of specialty primers and sealers such as Raven 171.

D. Any active flows shall be dammed, plugged, or diverted as required to ensure all liquids are maintained below or away from the surfaces to be coated until final applications are cured as recommended by the manufacturer.

E. Temperature of the surface to be coated should be maintained between 40 and 120 deg F.

F. Specified surfaces should be shielded to avoid exposure of direct sunlight, other intense heat source or, where cementitious products are employed, excessive ventilation. Where varying surface temperatures do exist, coating installation should be scheduled when the temperature is falling versus rising.

G. Prior to commencing surface preparation, Contractor shall inspect all surfaces specified to receive the coating and notify Owner, in writing, of any noticeable disparity in the site, structure or surfaces which may interfere with the work, use of materials or procedures as specified herein.

4.13 Repairs and Surface Preparation

A. Excessive debris, sediment, root intrusion or other foreign materials which may impact the effectiveness of the surface preparation process shall be removed prior to the commencement thereof.

B. Offset structural components, lids, covers, frames, etc. shall be repaired, replaced, or reset prior to the commencement of surface preparation.

C. External soil/fill voids shall be remediated and/or stabilized by replacement or injection of stabilizing grout as determined appropriate by the County representative.

D. Oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants which may affect the performance and adhesion of the coating to the substrate shall be removed in accordance with SSPC–SP 1 – Solvent Cleaning. Choice of surface preparation method(s) should be based upon the condition of the structure and concrete or masonry surface, potential contaminants present, access to perform work, and the required cleanliness and profile of the prepared surface to receive the repair and/or coating product(s).

E. Surface preparation method, or combination of methods, that may be used include high–pressure water cleaning, water jetting, abrasive blasting, shotblasting, grinding, scarifying, detergent water cleaning, hot water cleaning and others as referenced in industry accepted standards such as:

1. SSPC SP–13/NACE No. 6 Surface Preparation of Concrete,

2. ASTM D–4258 Standard Practice for Surface Cleaning Concrete for Coating and ASTM–D–4259 Standard Practice for Abrading Concrete,

3. ICRI Technical Guideline No. 03732 Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays.

4. NACE/SSPC Standards for the surface preparation of steel.

F. Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound, clean, and neutralized surface suitable for the specified coating product(s).

1. Resulting concrete surface profile (CSP) of the prepared concrete substrate shall be (as described in ICRI Technical Guideline No. 310.2–1997):

a, For application of cementitious materials; at least a CSP–2
b. For application of coating products: at least a CSP–2.

2. Concrete and/or mortar damaged by corrosion, chemical attack or other means of degradation shall be removed so that sound substrate remains,

a. In conditions where severe chemical/microbiological attack has occurred the prepared substrate shall exhibit a pH of 8–12. Additional cleaning and/or contaminated substrate removal may be required to achieve the specified pH level.

3. Steel surfaces to be coated shall be abrasive blast cleaned.

a. Blast air shall be free of oil and water.

b. Abrasive shall be as required to produce the specified level of cleanliness and profile in an efficient and uniform manner. Abrasive shall not be recycled.

c. Abrasive blasting shall not be performed when the air or steel temperature is below 40 deg F, when the relative humidity exceeds 80%, or when the steel is less than 5 deg F warmer than the dew point. The Contractor will provide dehumidification, and/or temperature control as necessary to meet these conditions.

d. Blast cleaning shall be in accordance with SSPC–SP 5, White Metal Blast Cleaning for immersion service of the coated areas. Blast cleaning for other surfaces shall be in accordance with SSPC–SP 10, Near White Blast Cleaning. Anchor profile shall be 2.5–5.0 mils and relative to the coating thickness specified.

e. Alternatively, surfaces to be recoated may be cleaned according to SSPC–SP 12/NACE No. 5 Surface Preparation and Cleaning of Metals by Water jetting prior to Recoating.

f. Preparation shall be to SSPC–SP 12, WJ–1, Clean to Bare Substrate using a minimum of High–Pressure Water Jetting (10,000 psi–30,000 psi).

g. Water jetting does not produce an etch or profile of the magnitude currently recognized by the coatings industry. Rather, it exposes the original abrasive–blasted surface profile if one exists. An anchor profile of at least 2.5 mils is required to be exposed. If sufficient profile does not exist, abrasive blasting shall be performed as specified in section 3.2 D.

h. At the time of the recoating, the amount of flash rust shall be no greater than “No Flash Rust” as defined in SSPC–SP 12.

i. If inhibitors are to be used with the standard jetting water, the coatings manufacturer shall be consulted to ensure the compatibility of inhibitors with the coatings.

G. Prior to the application of the coating product repairs shall be completed to ensure the following:

1. All inflow and infiltration shall be eliminated by use of appropriate repair material(s), such as hydraulic cements and/or chemical grouts as described in Section 2.2.

2. All repairs to joints, pipe seals, steps, mechanical penetrations, benches, inverts, pipes or other appurtenances to be coated shall be completed and repaired surfaces prepared according to this section.

a. Benches or other horizontal surfaces shall have adequate slope (1” rise per lineal foot minimum) to minimize the retention of debris following surcharge.

b. Inverts or flow channels shall be smooth without lips, rough edges or other features which may cause debris to collect; contoured to minimize turbulent flow; and be sloped to promote adequate flow from the inlet(s) to the outlet pipe.

c. All joints, pipe seals, steps or other penetrations shall be sealed against inflow, infiltration and exfiltration and be adequately filled, smoothed and contoured to promote monolithic coating application.

H. Areas where reinforcing steel has been exposed shall be repaired in accordance with the County representative’s recommendations or at the minimum all exposed steel shall be prepared in accordance with Section 3.2 Par G.2 prior to coating with the coating product specified or other approved primer as specified by the coating product manufacturer.

4.14 Application of Repair and Resurfacing Products

A. Repair products as per section 2.2 D shall be used to fill voids, bugholes, and other surface defects which may affect the performance or adhesion of the coating product(s).

B. Repair products as per section 2.2 C and/or D shall be used to repair, smooth or rebuild surfaces with rough profiles to provide a concrete or masonry substrate suitable for the coating product(s) to be applied. These products shall be installed to ½” minimum thickness or as recommended within manufacturers published guidelines. Should structural rebuild be necessary, these products shall be installed to a thickness as specified by the Project Engineer

C. Repair products as per section 2.2 F and/or G shall be used to remediate all active inflow, infiltration, and/or external soil/fill voids.

D. All Repair products shall be handled, mixed, installed, and cured in accordance with manufacturer guidelines.

E. All repaired or resurfaced substrates shall be inspected for cleanliness and suitability to receive the coating product(s). Additional surface preparation may be required prior to coating application as per section 3.2.

F. (OPTIONAL) Fiberglass woven roving cloth may be rolled into the coating for added tensile and flexural strength where desired and/or required.

1. A tack coat of a minimum of 20-30 mils shall be applied and allowed to cure to a tack free state, followed by and additional coat of 20-30 mils of coating into which the fiberglass matte shall be inlayed and rolled while wet, an additional 50-60 mil coat minimum shall be

applied over the fiberglass inlay as part of the overall coating application.

2. Fiberglass matte shall be woven roving cloth with an approximate weight of 9 oz/yd2. Fiberglass matte shall be rolled into the epoxy tack coat(s) using a notched roller fully relieving trapped air and wrinkles. The final topcoat shall encapsulate all fiberglass strands. Care should be taken to ensure adequate cure time between applications above 100 mils to relieve exothermic heat in order to avoid thermal degradation of the coating.

4.15 Application of Coating Product(s)

A. Application procedures shall conform to the recommendations of the coating product(s) manufacturer, including environmental controls, product handling, mixing, application equipment, and methods.

B. Spray equipment shall be heated plural component specifically designed to accurately ratio and apply the coating product(s) and shall be in proper working order.

C. Contractors qualified in accordance with Section 1.4 of these specifications shall perform all aspects of coating product(s) installation.

D. Prepared surfaces shall be coated via spray application of the coating product(s) described herein unless otherwise recommended by the coating product manufacturer.

E.Coating thickness shall be in relation to the profile of the surface to be coated as recommended by the coating product manufacturer. In all cases the coating product(s) shall be applied to a minimum dry film thickness of 80 mils to surface profiles of CSP–2 to CSP–5 or 125 mils minimum DFT to surface profiles of CSP–6 or greater. For resistance to ground water head pressure the coating shall be a minimum of 80 mils for depths up to 15’ and 125 mils minimum for depths from 15’ to 80’. For depths greater than 80’ consult the coating manufacture for recommendations.

F. Subsequent topcoating or additional coats of the coating product(s) shall occur within the product’s recoat window or 24 hours whichever is less. Additional surface preparation procedures will be required if this recoat window is exceeded. Coating product(s) shall interface with adjoining construction materials/components throughout the manhole structure to effectively seal and protect substrates from attack by corrosive elements and to ensure the effective elimination of infiltration into the drainage system. Procedures and materials necessary to effect the interface between dissimilar materials and the coating product shall be as recommended by the coating product(s) manufacturer.

G. Termination points of the coating product(s) shall be made at the manhole frame and chimney joint (or other man way as is present), 1” below normal flow levels at the bench or within the invert [unless invert is specified to receive coating], and a minimum of 1” interfacing within each pipe penetration.

H. Stormwater flow shall be stopped, bypassed, or diverted as necessary for application of the coating product(s) to the invert and interface with pipe materials.

4.16 Testing and Inspection

A. Coating system thickness shall be inspected to ensure compliance with the specifications herein. During application a wet film thickness gauge, meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used. Measurements shall be taken, documented, and attested to by Contractor for submission to Owner. After the coating product(s) have cured in accordance with manufacturer recommendations, coating system thickness may be measured according to SSPC-PA 9 - Measurement of Dry Coating Thickness on Cementitious Substrates Using Ultrasonic Gages.

B. High voltage holiday detection for coating systems installed in corrosive environments, when it can be safely and effectively employed, shall be performed to ensure monolithic protection of the substrate. After the coating product(s) have cured in accordance with manufacturer recommendations, all surfaces shall be inspected for holidays in accordance with NACE RPO 188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates or ASTM D4787 Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates. All detected holidays shall be marked and repaired according to the coating product(s) manufacturer’s recommendations.

1. Test voltage shall be a minimum of 100 volts per mil of coating system thickness.
2. Detection of a known or induced holiday in the coating product shall be confirmed to ensure proper operation of the test unit.
3. All areas repaired shall be retested following cure of the repair material(s).
4. In instances where high voltage holiday detection is not feasible a close visual inspection shall be conducted and all possible holidays shall be marked and repaired as described above.
5. Documentation of areas tested, equipment employed, results, and repairs made shall be submitted to the Owner/Engineer by Contractor.

C. Visual inspection shall be made by the Project Engineer and/or Inspector. Any deficiencies in the finished coating affecting the performance of the coating system or the operational functionality of the structure shall be marked and repaired according to the recommendations of the coating product(s) manufacturer.

D. The drainage system may be returned to full operational service as soon as the final inspection has taken place and all coating materials have been adequately cured according to the coating product(s) manufacturer’s recommendations.

By checking yes, vendor acknowledges the above Scope of Work / Technical Specifications and will furnish said product or services according to the specifications or scope of work detailed within this ITB if awarded.

Yes/No Question

- **Yes**
- **No**

1.2.2. Exhibit A - Line Thickness Chart (Ground Cover in Feet)

Please responded yes that you have reviewed this chart.

Yes/No Question

- **Yes**
- **No**

Exhibit A - Pipe Diameter(441861).pdf

1.3. Revisions/ Addenda/ Questions & Answers

Section - 1 Questions

1.3.1. **REVISIONS | ADDENDA | QUESTIONS & ANSWERS**

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

To review all the published questions and answers, click on the Question and Answer Tab on the left hand side of the screen.

Yes/No Question

- **Yes**
- **No**

1.4. Insurance Requirements

Section - 4 Questions

1.4.1. **By checking yes, vendor agrees to the insurance requirements as detailed in the attached Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sections as detailed below.**

Yes/No Question

- **Yes**
- **No**

Required Types and Limits of Insuran..(439357).pdf

1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

B. Subcontractors and Independent Contractors. All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described below in this Exhibit.

C. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

D. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

E. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

H. Workers' Compensation. Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.
(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

I. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

J.Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in the Required Types and Limits of Insurance Chart, per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

AA. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

A. General Insurance Requirements:

(1) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

(2) Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

(3) Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

(4) County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

(5) Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

(6) Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with the solicitation section detailing Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

(7) Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

3. Proof of Insurance

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

1.4.2. **Damages to Rental Equipment**

Rental Contractor(s) agree to purchase such insurance, as they consider necessary to protect their equipment from damage or destruction during the term of this Agreement for rental of equipment. Rental Contractor(s) also agree that the County shall have no obligation for payment of damages of any nature to equipment provided with or without an operator unless clear and convincing evidence demonstrates that gross negligence of either the County or its employees acting within the scope of their employment was the direct cause of such damage or destruction.

Rental Contractor(s) further understand and agree that no employee of the County other than the Director of Purchasing and Contracts is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation, and that any signature of a County employee other than the Director of Purchasing and Contracts shall be interpreted as the County's acknowledgement of delivery only.

By checking yes, the vendor acknowleges and agrees to the terms and conditions regarding damages to rental equipment as described in this section.

Yes/No Question

- **Yes**
- **No**

1.4.3. Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.

Document question

1.4.4. Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit the attached **Hold Harmless Agreement**.

Document question

Hold Harmless Agreement(438908).pdf

1.5. Forms

Section - 2 Questions

1.5.1. **Bid Submittal Form**

Please fill out and submit the attached **Bid Submittal Form**.

Document question

Bid Submittal Form(438909).pdf

1.5.2. **W-9**

Please attach current **W-9 Form**.

Document question

1.5.3. **Florida Department of State, Division of Corporations' Detail by Entity Name Report**

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

Document question

1.5.4. **Certification Affidavit by Prime Contractor as Local Business**

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf

By selcting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No Question

- **Yes**
- **No**

1.5.5. **Certification Affidavit of Subcontractor as Local Business**

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No Question

- **Yes**
- **No**

1.5.6. Business Tax Receipt

Please attach **Business Tax Receipt**.

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR.

There are two exceptions to this ITB submission requirement:

1. If Respondent's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Respondent's business type is exempt, submit with proposal a **Proof of Exemption Form**, approved by the Volusia County Treasury and Billing Director, located at https://www.volusia.org/core/fileparse.php/6090/urlt/Proof-of-Exemption.pdf.

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, go to: http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.stml

Document question

1.5.7. Conflict of Interest

The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

Yes/No Question

- **Yes** -
  triggers
- **No**

Conditional question when answer is Yes:

Enter explanation of the conflict of interest as indicated above.

Open Question

1.5.8. Public Entity Crime

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

Yes/No Question

- **Yes**
- **No**

1.5.9. **Scrutinized Companies Certification**

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars ($1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.'

Yes/No Question

- **Yes**
- **No**

1.5.10. **Drug-Free Workplace**

By selecting "Yes", Rspondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

Yes/No Question

- **Yes**
- **No**

1.5.11. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By selecting 'Yes', the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes/No Question

- **Yes**
- **No** -
  triggers

Conditional question when answer is No:

Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

Open Question

1.5.12. **Licenses and/or Certifications**

Please attach copies of **Licenses and/or Certifications** as may be required per the specifications of this solicitaiton.

Document question

1.6. Additional Information

Section - 11 Questions

1.6.1. Can you meet the minimum warranties (Section 1.8, Section 2.3 and Section 4.7) listed in this solicitation?

Open Question

1.6.2. Please provide a copy of your State of FL Certified General Contractor, or Underground Utility and Excavation Contractor.

Document question

1.6.3. Do you accept electronic funds transfer (EFT)?

Yes/No Question

- **Yes**
- **No**

1.6.4. If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

Value question

1.6.5. Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

Open Question

1.6.6. Please submit your total number of employees.

Value question

1.6.7. Are you a sole proprietor?

Yes/No Question

- **Yes**
- **No**

1.6.8. The following information is required in order to be considered for a future price redetermination for **fuel**.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of fuel?

The total for **all** of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

Value question

1.6.9. Which fuel type does your firm use primarily:

Multiple choice question

- **diesel fuel**
- **gasoline**

1.6.10. The following information is required in order to be considered for a future price redetermination for **wages**.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of wages?

The total for **all** of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

Value question

1.6.11. The following information is required in order to be considered for a future price redetermination for **materials**.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of materials?

The total for **all** of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

Value question

1.7. References

Section - 1 Questions

1.7.1. **References**

List at least three (3) recent references where the proposed product/services has been provided within the past three (3) years. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

Complete and upload the attached References Form. Additional documentation may be provided to aid in evaluation.

Document question

References Form(438910).pdf

1.8. Definitions

Section - 0 Questions

Definitions
As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, Florida.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or 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.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

Description	Price	
Day - Low Volume Pumping	**$**	**1,950.00**
Day - High Volume Pumping	**$**	**3,900.00**
	$	**5,850.00**

Maintenance of Traffic	Price	
Day - Light Traffic - 2 lane road - 1 lane operation	**$**	**375.00**
Day - Heavy Traffic - 2 lane road - 1 lane operation	**$**	**700.00**
Day - Light Traffic - 3 + lane road - Work in One (1) Lane	**$**	**1,200.00**
Day - Heavy Traffic - 3+ lane road - Work in One (1) Lane	**$**	**1,500.00**
Day - Close Road - Short Detour	**$**	**1,700.00**
Day - Close Road - Long Detour	**$**	**1,800.00**
	$	**7,275.00**

Description	Price	
Cost per Square Foot	**$**	**44.00**
	$	**44.00**

Description	Unit Price for 0' to 2' Pipe Cover	Unit Price for 2' to 4' Pipe Cover	Unit Price for 4' to 6' Pipe Cover	Unit Price for 6' to 8' Pipe Cover	Unit Price for 8' to >10' Pipe Cover	Total
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 12 in Diameter Pipe	$ 72.00	$ 72.00	$ 72.00	$ 72.00	$ 72.00	**$ 360.00**
RICIPP -LF- Lining - Purchase & Install Repair length 0 - 100 feet 15 in Diameter Pipe	$ 83.00	$ 83.00	$ 83.00	$ 83.00	$ 83.00	**$ 415.00**
RICIPP - LF-Lining - Purchase & Install Repair length 0 - 100 feet 18 in Diameter Pipe	$ 100.00	$ 100.00	$ 100.00	$ 103.00	$ 103.00	**$ 506.00**
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 21 in Diameter Pipe	$ 135.00	$ 135.00	$ 135.00	$ 135.00	$ 135.00	**$ 675.00**
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 24 in Diameter Pipe	$ 150.00	$ 150.00	$ 150.00	$ 155.00	$ 155.00	**$ 760.00**
RICIPP - LF-Lining - Purchase & Install Repair length 0 - 100 feet 30 in Diameter Pipe	$ 180.00	$ 183.00	$ 183.00	$ 187.00	$ 187.00	**$ 920.00**
RICIPP - LF-Lining - Purchase & Install Repair length 0 - 100 feet 36 in Diameter Pipe	$ 240.00	$ 248.00	$ 248.00	$ 251.00	$ 251.00	**$ 1,238.00**
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 42 in Diameter Pipe	$ 300.00	$ 300.00	$ 308.00	$ 315.00	$ 315.00	**$ 1,538.00**
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 48 in Diameter Pipe	$ 400.00	$ 400.00	$ 400.00	$ 415.00	$ 415.00	**$ 2,030.00**
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 54 in Diameter Pipe	$ 450.00	$ 450.00	$ 450.00	$ 465.00	$ 465.00	**$ 2,280.00**
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 60 in Diameter Pipe	$ 560.00	$ 560.00	$ 560.00	$ 570.00	$ 570.00	**$ 2,820.00**
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 12 in Diameter Pipe	$ 60.00	$ 60.00	$ 60.00	$ 60.00	$ 60.00	**$ 300.00**
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 15 in Diameter Pipe	$ 72.00	$ 72.00	$ 72.00	$ 72.00	$ 72.00	**$ 360.00**
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 18 in Diameter Pipe	$ 90.00	$ 90.00	$ 90.00	$ 93.00	$ 93.00	**$ 456.00**
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 21 in Diameter Pipe	$ 115.00	$ 115.00	$ 115.00	$ 115.00	$ 115.00	**$ 575.00**
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 24 in Diameter Pipe	$ 135.00	$ 135.00	$ 135.00	$ 140.00	$ 140.00	**$ 685.00**
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 30 in Diameter Pipe	$ 150.00	$ 150.00	$ 150.00	$ 154.00	$ 154.00	**$ 758.00**
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 36 in Diameter Pipe	$ 220.00	$ 220.00	$ 220.00	$ 223.00	$ 223.00	**$ 1,106.00**

Description	Unit Price for 0' to 2' Pipe Cover	Unit Price for 2' to 4' Pipe Cover	Unit Price for 4' to 6' Pipe Cover	Unit Price for 6' to 8' Pipe Cover	Unit Price for 8' to >10' Pipe Cover	Total
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 42 in Diameter Pipe	$ 275.00	$ 275.00	$ 283.00	$ 290.00	$ 290.00	**$ 1,413.00**
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 48 in Diameter Pipe	$ 350.00	$ 350.00	$ 350.00	$ 365.00	$ 365.00	**$ 1,780.00**
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 54 in Diameter Pipe	$ 400.00	$ 400.00	$ 400.00	$ 415.00	$ 415.00	**$ 2,030.00**
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 60 in Diameter Pipe	$ 500.00	$ 500.00	$ 500.00	$ 510.00	$ 510.00	**$ 2,520.00**
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 12 in Diameter Pipe	$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ 50.00	**$ 250.00**
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 15 in Diameter Pipe	$ 60.00	$ 60.00	$ 60.00	$ 60.00	$ 60.00	**$ 300.00**
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 18 in Diameter Pipe	$ 75.00	$ 75.00	$ 75.00	$ 78.00	$ 78.00	**$ 381.00**
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 21 in Diameter Pipe	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	**$ 500.00**
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 24 in Diameter Pipe	$ 110.00	$ 110.00	$ 110.00	$ 115.00	$ 115.00	**$ 560.00**
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 30 in Diameter Pipe	$ 125.00	$ 125.00	$ 125.00	$ 129.00	$ 129.00	**$ 633.00**
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 36 in Diameter Pipe	$ 180.00	$ 180.00	$ 180.00	$ 183.00	$ 183.00	**$ 906.00**
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 42 in Diameter Pipe	$ 225.00	$ 225.00	$ 228.00	$ 240.00	$ 240.00	**$ 1,158.00**
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 48 in Diameter Pipe	$ 300.00	$ 300.00	$ 300.00	$ 315.00	$ 315.00	**$ 1,530.00**
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 54 in Diameter Pipe	$ 350.00	$ 350.00	$ 350.00	$ 365.00	$ 365.00	**$ 1,780.00**
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 60 in Diameter Pipe	$ 500.00	$ 500.00	$ 500.00	$ 510.00	$ 510.00	**$ 2,520.00**
						$ -
						$ 36,043.00

AGENDA ITEM NO. 6.v

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: RFP 22-031NT Disaster Debris Collection Extension with Ceres Environmental Services, Inc.

SUGGESTED ACTION: Approve the agreement for Mayor's signature.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This Contract Extension of RFP #22-031NT is made this 26th day of July 2023, between the City of Bradenton, a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Ceres Environmental Services, Inc, a Florida corporation, with a principal office located at 6968 Professional Parkway, Sarasota, FL 34240.

The City and the Contractor desire to exercise the option to extend the term of the Contract one year to July 20, 2024.

FINANCIAL IMPACT:
Included in the FY 22-23 Budget

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

SUGGESTED MOTION:
Motion to approve extension agreement 22-031NT with Ceres Environmental Services, Inc.

ATTACHMENTS:

Contract Extension of RFP #22-031NT between Ceres Environmental Services, Inc. and the City of Bradenton

This CONTRACT EXTENSION of RFP #22-031NT (the "Extension"), is made this 14th day of June 2023, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and CERES ENVIRONMENTAL SERVICES, INC., a Florida corporation (hereafter referred to as "Contractor"), with a principal office located at 6968 Professional Parkway, Sarasota, FL 34240.

WITNESSETH:

WHEREAS, the City and Contractor entered into a contract in response to RFP #22-031NT (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with disaster debris removal services, as more specifically described in Contractor's response to RFP #22-031NT;

WHEREAS, the term of the Contract ends on July 20, 2023; however, the Contract allows the option to renew for four (4) additional one-year periods;

WHEREAS, the City and the Contractor desire to exercise the option to extend the term of the Contract one year to July 20, 2024;

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. **Extension of the Term of the Contract.** The Contract is hereby extended to July 20, 2024.

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, this 14th day of June, 2023.

Tia Laurie — 7/5/2023
Tia Laurie — Date
as Corp. Secretary, of Ceres Environmental Services, Inc.

Gene Brown — Date
Mayor, City of Bradenton

Robert Perry — Date
City Administrator, City of Bradenton

AGENDA ITEM NO. 6.w

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: ITB-20-01RW Extension Agreement with Superior Asphalt, Inc.

SUGGESTED ACTION: Approve the Agreement for Mayor's signature.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:

This continuing services contract is made between the CITY OF BRADENTON and SUPERIOR ASPHALT, INC. whereas, the CITY desires to obtain miscellaneous road construction and materials services from CONTRACTOR for assigned projects in Bradenton, Florida.

FINANCIAL IMPACT:
To be utilized and funded through the operating budget.

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

SUGGESTED MOTION:
Motion to approve Extension Agreement ITB-20-01RW with Superior Asphalt, Inc.

ATTACHMENTS:
ITB-20-01RW with Superior Asphalt

City of Bradenton, Florida

Continuing Services Agreement

IFB 20-01RW: Miscellaneous Road Construction and Materials Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 26th day of July 2023, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and SUPERIOR ASPHALT, INC., a Florida corporation (herein after referred to as "CONTRACTOR"), with a principal office located at 4703 15th Street East, Oneco, Florida 34264.

WHEREAS, the CITY desires to obtain miscellaneous road construction and materials services from CONTRACTOR for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued IFB-20-01RW to fill the need for such services; and

WHEREAS, the term of this Contract is one (1) year commencing on the date of execution of the Contract, and CITY may, at its option renew this Contract at the end of the Term for one (1) one (1) year extension; and

WHEREAS, the CITY retains CONTRACTOR to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONTRACTOR for such services in accordance with this Contract.

NOW, THEREFORE, the CITY and 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 Contract.

2. **Invitation for Bid and Response**. The Invitation for Bid (IFB) 20-01RW and the CONTRACTOR's response are attached hereto and incorporated herein as Exhibit "A." In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONTRACTOR's response and third looking to the IFB.

3. **Scope of Services**.

3.1 The CONTRACTOR's services consist of those services performed by the CONTRACTOR, CONTRACTOR's employees, and CONTRACTOR's Sub-Contractors as enumerated and described in the IFB and CONTRACTOR's response thereto.

3.2 The CONTRACTOR 's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONTRACTOR shall submit for the CITY's approval, a proposal for the performance of the CONTRACTOR's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONTRACTOR or CITY.

3.3 All services rendered by the CONTRACTOR shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONTRACTOR to the CITY prior to services being rendered.

3.4 CONTRACTOR shall guarantee the services performed in accordance with the terms of the IFB.

4. **Time of Completion**. CONTRACTOR shall commence services upon receipt of a written notice signed by the CITY's Representative. CONTRACTOR shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project-by-project basis. CONTRACTOR shall complete work in accordance with the schedule. The CONTRACTOR acknowledges the importance to the CITY of the CITY's project schedule and agrees to perform the services under this Contract with due diligence in a manner consistent with the project schedule and sound professional practices. Liquidated damages will not be applicable under this Contract.

5. **Fees**. Payment will be made in accordance with the terms of the IFB and the standard rate schedule attached hereto and incorporated herein as Exhibit "B."

6. **Insurance**. The CONTRACTOR shall procure and maintain at the CONTRACTOR's own expense, insurance in accordance with the terms of the IFB.

7. **Indemnification**. The CONTRACTOR covenants and agrees to indemnify and save harmless the CITY, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any

orders, judgments, or decrees, which may be entered against the CITY, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Contract shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Florida Statute Section 768.28.

8. **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONTRACTOR.

   8.1 In the event of termination, the CITY shall pay the CONTRACTOR for all services rendered to the date of termination and the CITY shall have no further obligation to CONTRACTOR for payment to CONTRACTOR of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

9. **Term**. The term of this Contract is for a period of one (1) year, commencing on the date of execution of this Contract. The CITY reserves the right, upon mutual agreement of the Parties to extend this Contract up to one (1) time, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11. **Subcontractors**. Any proposed subcontractors the CONTRACTOR wishes to utilize as part of its services shall be in accordance with the terms of the IFB.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Contract upon the terms and conditions above stated, this 26th day of July, 2023.

CONTRACTOR

Superior Asphalt, Inc.

4703 15th Street East

Bradenton, Florida 34264

By: _____

Print Name: Alan Mulvey

Title: Vice President

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By: _____

Gene Brown
Mayor, City of Bradenton

Witness for CONTRACTOR:

By: _____

Witness for CITY:

By: _____

Tamara Melton
City Clerk

Approved as to Form:

By: _____

Scott Rudacille
City Attorney

Attachments

Exhibit A – IFB and Contractor's Response
Exhibit B - Standard Rate Schedule

Superior Asphalt, Inc.

June 26, 2023

Mr. Marcus Kerber
Contracts Specialist
City of Bradenton / Purchasing Department
101 Old Main Street
Bradenton, FL 34205

Re: IFB# 20-01RW

Dear Mr. Kerber,

Superior Asphalt, Inc. is submitting the attached updated pricing for the above referenced project which was bid on March 16, 2020.

If there are any questions concerning this information, please call. We look forward to continued work with you and the Citrus County.

Yours truly,

SUPERIOR ASPHALT, INC.

Al Mulvey, Vice President

Invitation for Bid - IFB

IFB# 20-01RW

Miscellaneous Road Construction and Materials

Department: Public Works

Type: Invitation for Bid

Issued by the City of Bradenton
Public Works
Purchasing Division

Bid submittals to be received by Purchasing

2:00 pm, March 16, 2020

Pricing will be tabulated in this Bid

In the Office of the Purchasing Manager
1300 6th Street West
Bradenton, Florida 34208
Phone 914-714-7502

Superior Asphalt, Inc.
June 26, 2023

City of Bradenton
Bid Form
Paving and Road Materials
Section A. Bulk Material

Item Number	Description	Quantity*	Unit	Unit Price
A1	Shell, Prewashed, Delivered To City Yard or Job Site	20	TN	$75.00
A2	Shell, Prewashed, FOB Plant, Load on City Truck	100	TN	$75.00
A3	57 Stone, Delivered to City Yard or Job Site	20	TN	$75.00
A4	57 Stone, FOB Plant, Load on City Truck	120	TN	$75.00
A5	Crushed Concrete, Delivered to City Yard or Job Site	40	TN	$35.00
A6	Crushed Concrete, FOB Plant, Load on City Truck	120	TN	$35.00
A7	Construction Sand, Delivered to City Yard or Job Site	20	TN	$50.00
A8	Construction Sand, FOB Plant, Load on City Truck	100	TN	$50.00
A9	Clean Fill Dirt, Delivered to City Yard or Job Site	40	TN	$30.00
A10	Clean Fill Dirt, Load on City Truck	210	TN	$30.00
A11	Rip Rap, Load on City Truck	50	TN	$150.00
A12	Bedding Stone, Load on City Truck	50	TN	$150.00

*Quantity shown is approximate annual purchase for bid pricing purposes only

Superior Asphalt, Inc.
June 26, 2023

City of Bradenton
Bid Form
Paving and Road Materials
Section B: Roadway

Item	Description		Quantity*	Unit	Price
	Asphalt				
B1	S-1 Asphalt	Asphaltic Concrete, Type S-1, FOB Plant, Load on City Truck	100	TN	$90.00
	S-3 Asphalt	Asphaltic Concrete, Type S-3, In-Place (Sweep, Tack, Spread, Compact)*	10000	TN	
		100 SY or more			
B2		20-100 Tons		TN	$250.00
B3		101-500 Tons		TN	$160.00
B4		Over 500 Tons		TN	$140.00
		50 to 99 SY			
B5		1-100 Tons		TN	$250.00
B6		100-500 Tons		TN	$160.00
		Patching			
B7		1-10 Tons		TN	$1000.00
B8		11-20 Tons		TN	$425.00
B9		21-40 Tons			$400.00
B10		Asphaltic Concrete, Type S-3, FOB Plant, Load on City Truck	300	TN	$90.00
B11	SP 12.5	Friction Course Type SP 12.5, In Place	1000	TN	$180.00
B12		Friction Course Type SP 12.5, FOB Plant, Load on City Truck	100	TN	$110.00
	Milling				
		Milling and removal of 0-2" Asphalt or Concrete Surfaces**	150000	SY	
B13		0-1000 SY		SY	$16.00
B14		1001-2500 SY		SY	$5.50
B15		2501-5000 SY		SY	$5.00
B16		5001 or more SY		SY	$4.50
		Milling and Removal of 2"-4" Asphalt or Concrete Surfaces**	25000	SY	
B17		0-1000 SY		SY	$18.00
B18		1001-2500 SY		SY	$7.50
B19		2501-5000 SY		SY	$5.00
B20		5001 or more SY		SY	$4.50
	Other				
B21		Complete Road Base, In Place	2000	TN	$100.00
B22		Complete Subgrade, In Place	2000	TN	$150.00
	Utility Adjustment				
B23		Valve Box, Adjust	125	EA	$400.00
B24		Manhole Ring and Cover, Adjust	125	EA	$750.00

*Quantity shown is approximate annual purchase for bid pricing purposes only
**Cost is based on total tons or square yards in work assignment

Superior Asphalt, Inc.
June 26, 2023

City of Bradenton
Bid Form
Paving and Road Materials
Section C: Concrete

Item Number	Description*	Reference	Unit	Price
	Concrete, Type D Curb	FDOT Index		
C1	1-500 LF		LF	35.00
C2	501-2000 LF		LF	33.00
C3	2001 or more LF		LF	30.00
	Concrete, Type F, Curb and Gutter	FDOT Index		
C4	1-500 LF		LF	37.00
C5	501-2000 LF		LF	35.00
C6	2001 or more LF		LF	32.00
	Concrete, 24", Type A, Miami Curb	City Specifications		
C7	1-500 LF		LF	37.00
C8	501-2000 LF		LF	35.00
C9	2001 or more LF		LF	32.00
C10	Concrete, Sidewalk, 4" Depth	City Specifications	SY	45.00
C11	Concrete, Sidewalk and Driveway, 6" Depth	City Specifications	SY	50.00
C12	Concrete, Slab 4" Depth	City Specifications	SY	75.00
C13	Concrete, Slab 6" Depth	City Specifications	SY	80.00
C14	Concrete, Retaining Wall	FDOT Index	CY	1000.00
	Concrete, Curb Removal, Includes Hauling and Disposal			
C15	1-250 LF		LF	40.00
C16	251-500 LF		LF	35.00
C17	500 or more LF		LF	30.00
	Concrete, Sidewalk and Driveway Removal, Includes Hauling and Disposal			
C18	1-250 SF		SF	40.00
C19	251-500 SF		SF	35.00
C20	500 or more SF		SF	30.00
C21	Detectable Warning Mats, F&I	City Specifications	SF	50.00
C22	Bollard	City Specifications	EA	500.00
C23	Concrete Only - Delivered to City Site	City Specifications	CY	500.00

*All concrete is 3000 psi

Superior Asphalt, Inc.
June 26, 2023

City of Bradenton
Bid Form
Paving and Road Materials
Section D: Pavement Marking

Item Number	Description		Reference	Unit	Price
	Painted Pavement Marking				
D01		6" Skip		GM	1000.00
D02		6" Solid		LF	1.00
D03		12" Solid		LF	3.00
D04		24" Solid		LF	6.00
D05		Arrow, Straight	12 SF	EA	50.00
D06		Arrow, Left or Right	16 SF	EA	50.00
D07		Arrow, Combination	27 SF	EA	75.00
D08		Symbol, Bicyclist	4 SF	EA	200.00
D09		Symbol, Handicap	5 SF	EA	200.00
D10		Legend, Bike	27 SF	EA	75.00
D11		Legend, Left	10 SF	EA	75.00
D12		Legend, Merge	36 SF	EA	75.00
D13		Legend, Only	22 SF	EA	75.00
D14		Legend, Right	27 SF	EA	75.00
D15		Legend, RXR	28 SF	EA	75.00
D16		Legend, School	33 SF	EA	75.00
D17		Legend, Stop	22 SF	EA	75.00
D18		Legend, Turn	24 SF	EA	75.00
	Thermoplastic Pavement Marking				
D19		6" Skip		GM	2500.00
D20		6" Solid		LF	2.00
D21		12" Solid		LF	4.00
D22		24" Solid		LF	12.00
D23		Arrow, Straight	12 SF	EA	120.00
D24		Arrow, Left or Right	16 SF	EA	120.00
D25		Arrow, Combination	27 SF	EA	180.00
D26		Symbol, Bicyclist	4 SF	EA	400.00
D27		Symbol, Handicap	5 SF	EA	400.00
D28		Legend, Bike	27 SF	EA	150.00
D29		Legend, Left	10 SF	EA	150.00
D30		Legend, Merge	36 SF	EA	150.00
D31		Legend, Only	22 SF	EA	150.00
D32		Legend, Right	27 SF	EA	150.00
D33		Legend, RXR	28 SF	EA	150.00
D34		Legend, School	33 SF	EA	250.00
D35		Legend, Stop	22 SF	EA	150.00
D36		Legend, Turn	24 SF	EA	150.00
D37	Reflective Pavement Marker			EA	8.00
D38	Delineator, Flex, High Visibility Med			EA	250.00

City of Bradenton
Bid Form
Paving and Road Materials
Section E: Site Work

Item Number	Description	Quantity*	Unit	Price
E01	Excavation and Removal, Earthwork		CY	50.00
E02	Excavation and Removal of Asphalt and Base		CY	50.00
E03	Additional Grading of Areas Beyond the 2' Back or Side of Curb or Sidewalk		SY	20.00
E04	Argentine Bahia Sod, Installed per FDOT standards		SY	7.50
E05	Argentine Bahia Sod, Delivered to City Yard		SY	6.00
E06	Argentine Bahia Sod, Loaded on City Trucks	7500	SY	6.00
E07	St. Augustine Sod, Installed per FDOT standards		SY	10.00
E08	St. Augustine Sod, Delivered to City Yard		SY	10.00
E09	St. Augustine Sod, Loaded on City Trucks	1500	SY	10.00
E10	Hydro seed, Installed	6500	SY	5.00
E11	Surveying to be used with other road building services as required	20	HR	250.00

*Quantity shown is approximate annual purchase for bid pricing purposes only

Superior Asphalt, Inc.
June 26, 2023

AGENDA ITEM NO. 6.x

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB-22-043MK Extension Agreement with Univar Solutions USA Inc.

SUGGESTED ACTION: Approve the Agreement for Mayor's signature.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:

This first contract extension of PB-22-043MK is made this 26th day of July 2023, between the CITY OF BRADENTON and UNIVAR SOLUTIONS USA INC whereby Contractor was to provide the City with Caustic Soda.

FINANCIAL IMPACT:
To be utilized and funded through the operating budget.

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

SUGGESTED MOTION:
Motion to approve Extension Agreement PB-22-043MK with Univar Solutions USA Inc.

ATTACHMENTS:
PB-22-043MK with Univar Solutions USA

First Contract Extension of PB-22-043MK between Univar Solutions USA Inc. and the City of Bradenton

This FIRST CONTRACT EXTENSION of PB-22-043MK (the "Extension"), is made this 26th day of July 2023, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and UNIVAR SOLUTIONS USA INC., a foreign for profit corporation (hereafter referred to as "Contractor), with a principal office located at 8201 S. 212th, Kent, Washington 98032.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-22-043MK (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with Caustic Soda (NaOH) 50% & 25%;

WHEREAS, the Contract with the City provided for a one-year term, through July 20, 2023;

WHEREAS, the Contract allows the option to renew for four (4) additional one-year periods;

WHEREAS, the Parties desire to extend the term of the Contract for an additional one-year period to July 20, 2024;

WHEREAS, the City and the Contractor desire to make certain amendments to the Contract as indicated herein;

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**. The following provisions are hereby added to the Contract as follows, and such additional terms shall prevail over conflicting provisions of the Contract:
   a. Article 3: Term. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on July 20, 2024.
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, this 26th day of July, 2023.

_____ 7/10/23

Shawnasey McCarthy, as Municipal Commercial Manager Date
Univar Solutions USA Inc.

_____ _____

Gene Brown Date
Mayor, City of Bradenton

AGENDA ITEM NO. 6.y

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: IFB-20-01RW Extension Agreement with Woodruff & Sons, Inc.

SUGGESTED ACTION: Approve the Agreement for Mayor's signature.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:

This continuing services contract is made between the CITY OF BRADENTON and WOODRUFF & SONS, INC. whereas, the CITY desires to obtain miscellaneous road construction and materials services from CONTRACTOR for assigned projects in Bradenton, Florida.

FINANCIAL IMPACT:
To be utilized and funded through the operating budget.

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

SUGGESTED MOTION:
Motion to approve Extension Agreement ITB-20-01RW with Woodruff & Sons, Inc.

ATTACHMENTS:
ITB-20-01RW with Woodruff & Sons

City of Bradenton, Florida

Continuing Services Agreement

IFB 20-01RW: Miscellaneous Road Construction and Materials Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 26th day of July 2023, between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and WOODRUFF & SONS, INC., an Indiana corporation (herein after referred to as "CONTRACTOR"), with a principal office located at 6450 31st Street East,Bradenton, Florida 34203.

WHEREAS, the CITY desires to obtain miscellaneous road construction and materials services from CONTRACTOR for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued IFB-20-01RW to fill the need for such services; and

WHEREAS, the term of this Contract is one (1) year commencing on the date of execution of the Contract, and CITY may, at its option renew this Contract at the end of the Term for one (1) one (1) year extension; and

WHEREAS, the CITY retains CONTRACTOR to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONTRACTOR for such services in accordance with this Contract.

NOW, THEREFORE, the CITY and 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 Contract.

2. **Invitation for Bid and Response**. The Invitation for Bid (IFB) 20-01RW and the CONTRACTOR's response are attached hereto and incorporated herein as Exhibit "A." In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONTRACTOR's response and third looking to the IFB.

3. **Scope of Services**.

3.1 The CONTRACTOR's services consist of those services performed by the CONTRACTOR, CONTRACTOR's employees, and CONTRACTOR's Sub-Contractors as enumerated and described in the IFB and CONTRACTOR's response thereto.

3.2 The CONTRACTOR 's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONTRACTOR shall submit for the CITY's approval, a proposal for the performance of the CONTRACTOR's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONTRACTOR or CITY.

3.3 All services rendered by the CONTRACTOR shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONTRACTOR to the CITY prior to services being rendered.

3.4 CONTRACTOR shall guarantee the services performed in accordance with the terms of the IFB.

4. **Time of Completion**. CONTRACTOR shall commence services upon receipt of a written notice signed by the CITY's Representative. CONTRACTOR shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project-by-project basis. CONTRACTOR shall complete work in accordance with the schedule. The CONTRACTOR acknowledges the importance to the CITY of the CITY's project schedule and agrees to perform the services under this Contract with due diligence in a manner consistent with the project schedule and sound professional practices. Liquidated damages will not be applicable under this Contract.

5. **Fees**. Payment will be made in accordance with the terms of the IFB and the standard rate schedule attached hereto and incorporated herein as Exhibit "B."

6. **Insurance**. The CONTRACTOR shall procure and maintain at the CONTRACTOR's own expense, insurance in accordance with the terms of the IFB.

7. **Indemnification**. The CONTRACTOR covenants and agrees to indemnify and save harmless the CITY, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement

for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the CITY, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Contract shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Florida Statute Section 768.28.

8. **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONTRACTOR.

   8.1 In the event of termination, the CITY shall pay the CONTRACTOR for all services rendered to the date of termination and the CITY shall have no further obligation to CONTRACTOR for payment to CONTRACTOR of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

9. **Term**. The term of this Contract is for a period of one (1) year, commencing on the date of execution of this Contract. The CITY reserves the right, upon mutual agreement of the Parties to extend this Contract up to one (1) time, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11. **Subcontractors**. Any proposed subcontractors the CONTRACTOR wishes to utilize as part of its services shall be in accordance with the terms of the IFB.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Contract upon the terms and conditions above stated, this 26th day of July, 2023.

CONTRACTOR

Woodruff & Sons, Inc.

6450 31st Street East

Bradenton, Florida 34203

By: Donald P. Woodruff

Print Name: Donald P. Woodruff

Title: President

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By:_____

Gene Brown
Mayor, City of Bradenton

Witness for CONTRACTOR:

By: Debra Smith

Witness for CITY:

By:_____

Tamara Melton
City Clerk

Approved as to Form:

By:_____

Scott Rudacille
City Attorney

Attachments

Exhibit A – IFB and Contractor's Response
Exhibit B - Standard Rate Schedule

City of Bradenton
Bid Form
Paving and Road Materials
Section A. Bulk Material

Item Number	Description	Quantity*	Unit	Unit Price
A1	Shell, Prewashed, Delivered To City Yard or Job Site	20	TN	$70.00
A2	Shell, Prewashed, FOB Plant, Load on City Truck	100	TN	$65.00
A3	57 Stone, Delivered to City Yard or Job Site	20	TN	$65.00
A4	57 Stone, FOB Plant, Load on City Truck	120	TN	$62.00
A5	Crushed Concrete, Delivered to City Yard or Job Site	40	TN	$31.00
A6	Crushed Concrete, FOB Plant, Load on City Truck	120	TN	$21.00
A7	Construction Sand, Delivered to City Yard or Job Site	20	TN	$51.00
A8	Construction Sand, FOB Plant, Load on City Truck	100	TN	$48.00
A9	Clean Fill Dirt, Delivered to City Yard or Job Site	40	TN	$13.00
A10	Clean Fill Dirt, Load on City Truck	210	TN	$8.00
A11	Rip Rap, Load on City Truck	50	TN	$87.00
A12	Bedding Stone, Load on City Truck	50	TN	$65.00

*Quantity shown is approximate annual purchase for bid pricing purposes only

Bidder: Woodruff & Sons, Inc.
06-19-23

AGENDA ITEM NO. 6.z

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 23-60 - Emergency Pay Policy

SUGGESTED ACTION: Approve and adopt Resolution Number 23-60.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
During emergency events, City of Bradenton employees are depended on to maintain and/or restore essential public services for the health, safety and welfare of the City's citizens. All employees are expected to work immediately before, during or immediately following an emergency or disaster.

This policy establishes the guidelines and responsibilities those employees must follow during such events, as well as sets forth the compensation that they will receive for the performance of those duties.

FINANCIAL IMPACT:
The financial impact will depend on an event occurring and the significance and length of any such event.

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

SUGGESTED MOTION:
Motion to approve and adopt Resolution Number 23-60.

ATTACHMENTS:

Resolution 23-60

CITY OF BRADENTON
RESOLUTION NUMBER 23-60

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE PURPOSE, POLICY AND PROCEDURES GOVERNING EMERGENCY OPERATIONS IMPLEMENTATION AND EMERGENCY PAY POLICY FOR CITY OF BRADENTON EMPLOYEES; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; 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, during emergency situations that threaten the health and safety of Bradenton's citizens, all employees are expected to work immediately before, during or immediately following an emergency or disaster as required by the circumstances; and

WHEREAS, the City of Bradenton wishes to establish the guidelines for the responsibilities and compensation of City of Bradenton employees and memorialize the Emergency Operations Implementation and Emergency Pay Policy and Procedures by Resolution; and

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

1. The City of Bradenton hereby adopts the Emergency Operations Implementation and Emergency Pay Policy.

2. Said Policy consists of 4 pages and is attached to and made a 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 26TH DAY OF JULY, 2023.

ATTEST:

TAMARA MELTON	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

EMERGENCY OPERATIONS IMPLEMENTATION AND EMERGENCY PAY POLICY

Approved by City Council – Resolution 23-60 dated July 26, 2023

PURPOSE: To establish guidelines for the duties and compensation of City of Bradenton employees before, during and after a declared State of Emergency and/or when normal City operations are otherwise declared suspended.

OVERVIEW: The Citizens of the City of Bradenton depend on City employees before, during and after an emergency event, whether man-made or natural in origin, to provide quality customer service in maintaining and/or restoring essential public services for the health, safety and quality of life for our City and its Citizens. City employees demonstrate pride and a commitment to quality customer service by ensuring continuity of operations and provision of public services to the extent they are able during the crucial periods associated with these events.

All employees of the City of Bradenton hold essential service positions in the general sense, and provide services in the course and scope of their employment for the benefit of the general public. However, during emergency events that threaten the health and safety of Bradenton's citizens, many employees are particularly essential to the City's response, and therefore will be expected to work immediately before, during, or for a period of time following the emergency event as required by the circumstances.

This policy applies to all regular full-time City employees. For employees covered by a Collective Bargaining Agreement (CBA), should the terms of this policy be in conflict, the terms of the CBA shall prevail.

AUTHORITY: Authority has been granted by the Bradenton City Council to implement and enforce this Emergency Operations Implementation and Emergency Pay Policy.

DEFINITIONS:

- *Emergency Essential Employees:* Employees who are critical to protecting and preserving the health, safety and welfare of City residents, business owners and visitors during an emergency event, and who will be required to work before, during and/or after that event.

- *Emergency Non-Essential Employees:* Employees who are not critical to protecting and preserving the health, safety or welfare of City residents, business owners or visitors during an emergency event. Emergency Non-Essential employees may, in the discretion of their Department Directors, be relieved from duty, or directed to work from home, before, during and/or after an emergency event.

EMERGENCY OPERATIONS IMPLEMENTATION AND EMERGENCY PAY POLICY

PROCEDURE: The City Administrator or designee will activate this policy upon the declaration of a State of Emergency by the City, or when normal City operations are otherwise declared suspended due to an emergency event.

Department Directors are responsible for identifying and notifying those employees who are considered Emergency Essential, and shall ensure that all Emergency Essential employees are aware of their roles and responsibilities in an emergency event. Department Directors shall maintain an up-to-date emergency contact list for all employees, and shall distribute the list to all Divisions.

EMERGENCY DUTIES: During an emergency event, in preparation for an emergency event, or during restoration and recovery following an emergency event, the City temporarily may assign employees to perform different duties, work outside their departments, and/or work at different times and locations. In such circumstances, Department Directors/Supervisors shall assign duties according to employees' knowledge, skills and physical abilities.

EMERGENCY COMPENSATION: Prior to the declaration of an emergency or suspension of normal operations, the City is considered open for business. Employees who, without prior authorization, fail to report to work are considered to be on **Leave *Without* Pay Status**, and may be subject to discipline up to and including termination. Employees will be paid at their normal rates of pay. Employees working outside their normally-scheduled workdays or shifts during this time will be paid for overtime hours based on their FLSA exemption statuses.

Once an emergency or suspension of normal operations has been declared, the City is considered closed for business. The following practices shall apply, unless otherwise set forth by Resolution of City Council in conjunction with the declaration:

(a) **Non-exempt Emergency Essential Employees** will be paid at time and one-half their straight-time pay rates **for every hour worked** until the State of Emergency or suspension of normal operations is lifted.

(b) **Exempt Emergency Essential Employees** will be paid, at a minimum, their weekly salaries, subject only to those deductions expressly permitted by the FLSA's interpretive regulations. For every hour **worked** during the workweek(s) in which the State of Emergency or suspension of normal operations is in effect, exempt emergency essential employees will be paid premium pay at the rate of one and a half times the effective hourly rate of their salary. For purposes of calculating the additional compensation described by this paragraph, the employee's normal weekly salary shall be converted to a straight-time rate by dividing the weekly salary by forty (40).

(c) **Non-exempt Emergency Essential Employees** who are not members of a Collective Bargaining Unit and are not scheduled to work during the emergency, but who are designated as emergency stand-by, shall be compensated for hours falling within their normal workweek at the employee's normal rate; and shall further be compensated at time and one-half their straight-time rates for all time called out, and if not called out shall be compensated with three (3) additional hours of straight time for each day so designated. Non-exempt employees who are members of a Collective Bargaining Unit and who are not scheduled to work during an emergency, but who are designated as emergency stand-by, shall be compensated in accordance with the terms of their Collective Bargaining Agreement. Hours for which a Non-Exempt Emergency Essential Employee is designated as emergency stand-by, but is not called out, shall not be counted as "hours worked" for purposes of overtime eligibility.

(d) **Non-Exempt and Exempt Emergency Essential** employees who are assigned to report to duty at any station, shelter, operations center or other City facility, and to remain there until released to leave, shall be considered to be working on a continuous basis from the time they enter the facility until the time they are released. Non-Exempt employees shall be compensated at the rate of time and one-half their straight-time rates for all such hours, and Exempt employees shall be paid, at a minimum, their weekly salaries, subject only to those deductions permitted by the FLSA's interpretive regulations. For every hour worked during the workweek(s) in which the State of Emergency or suspension of normal operations is in effect an the employee is on duty at one of these locations, they shall be paid premium pay at the rate of time and one-half the effective hourly rate of their salary. Straight-time rates for exempt employees shall be calculated as set forth in paragraph (b).

(e) During the State of Emergency or suspension of normal City operations, the City Administrator, or designee, may direct that **Emergency Non-Essential Employees** normally scheduled to work be released from duty until the declaration is lifted. Those employees released from duty will be considered to be on **Leave With Pay** status. Hours falling within an Emergency Non-Essential employee's normal workweek and working hours shall be paid at the employee's normal rate, and, for non-exempt employees, the hours shall not be considered "hours worked" for purposes of overtime eligibility. Emergency Non-Essential Employees are expected to perform pre-declaration preparations as requested until released.

(f) **Exempt and Non-Exempt Emergency Non-Essential Employees** who are required to report to work at any time during the period when the declaration is in effect, or who are authorized to work from home during an emergency on either emergency-related activities, or normal duties in the interest of continuity of operations, will be compensated for hours worked as set forth in (a) and (b) above, as applicable.

EMERGENCY OPERATIONS IMPLEMENTATION AND EMERGENCY PAY POLICY

A Memorandum will be sent out to all employees via email at the time a declaration is declared which explains and lists the documentation which **must** be completed to track time, materials, equipment and labor usage during the emergency event. The memorandum will also set forth instructions on the proper input of time entry into the Tyler ERP System. **Those responsible for approval of payroll batches must review all post declaration time entries to ensure the accuracy of the same.**

FOLLOWING THE EMERGENCY: Once a declared emergency or suspension of normal operations has been lifted, all employees will return to work. The City may require that certain employees continue to perform emergency duties until recovery operations have concluded, but these employees shall return to their normal rates of pay. Employees not previously directed where and when to report shall contact their immediate supervisors for return-to-work information. Employees who, without prior authorization, fail to return to work as directed are considered to be on **Leave *Without* Pay Status**, and may be subject to discipline up to and including termination.

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** ORDINANCE 4010 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 16-FOOT ALLEY AS SHOWN IN THE PLAT OF DR J C PELOTS ADDITION TO THE TOWN OF MANATEE SUBDIVISION, RECORDED IN BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, GENERALLY LOCATED EAST OF 23RD STREET EAST, BETWEEN MANATEE AVENUE EAST AND 3RD AVENUE EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is needed at this time with this being the First Reading; even though it is a public hearing. The Second Reading along with its public hearing are scheduled for August 9, 2023.

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant is requesting to vacate a 16-foot alley for future development opportunities. The subject portion of alley is all that remains within the block as the other portion was vacated in 2007. Approval from all public and private utility

providers has been obtained by the applicant.

The Planning Commission reviewed this request at their June 21, 2023 meeting and voted 5-0 to recommend approval.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
N/A - Motion will be provided at Second Reading scheduled for August 9, 2023.

ATTACHMENTS:
Ordinance 4010
Staff Report and Application

Ordinance No. 4010

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 16-FOOT ALLEY AS SHOWN IN THE PLAT OF DR J C PELOTS ADDITION TO THE TOWN OF MANATEE SUBDIVISION, RECORDED IN BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, GENERALLY LOCATED EAST OF 23RD STREET EAST, BETWEEN MANATEE AVENUE EAST AND 3RD AVENUE EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Applicant, Lynn T. Burnett, agent for Manatee Commons, LLC, has filed an application to vacate a portion of a 16-foot-wide alley located between 2306 3rd Avenue East and 403 23rd Street East, lots 4 and 5 in the Dr. JC Pelots Addition to the Town of Manatee Subdivision, and legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the City Council has reviewed the request for vacation of right-of-way and finds that it meets the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of right-of-way is consistent with the City of Bradenton Comprehensive Plan, that it will not compromise the public interest nor will it prevent any property from having access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said right-of-way is no longer necessary for public purposes and that vacation thereof is deemed to be in the best interest of the public.

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

Section 1. Pursuant to due and proper petition and other procedures as required by law, the City Council does hereby vacate, close and abandon the right-of-way as illustrated and described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Upon adoption, the City Clerk shall ensure that the Ordinance is recorded in the Official Records of Manatee County, Florida.

Section 3. It is the intention of the City Council that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 4. This ordinance shall take effect as considered by Florida law.

PASSED AND DULY ADOPTED BY A MAJORITY OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 9th DAY OF AUGUST, 2023.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission	June 21, 2023
City Council 1st Reading	July 26, 2023
City Council 2nd Reading	August 9, 2023

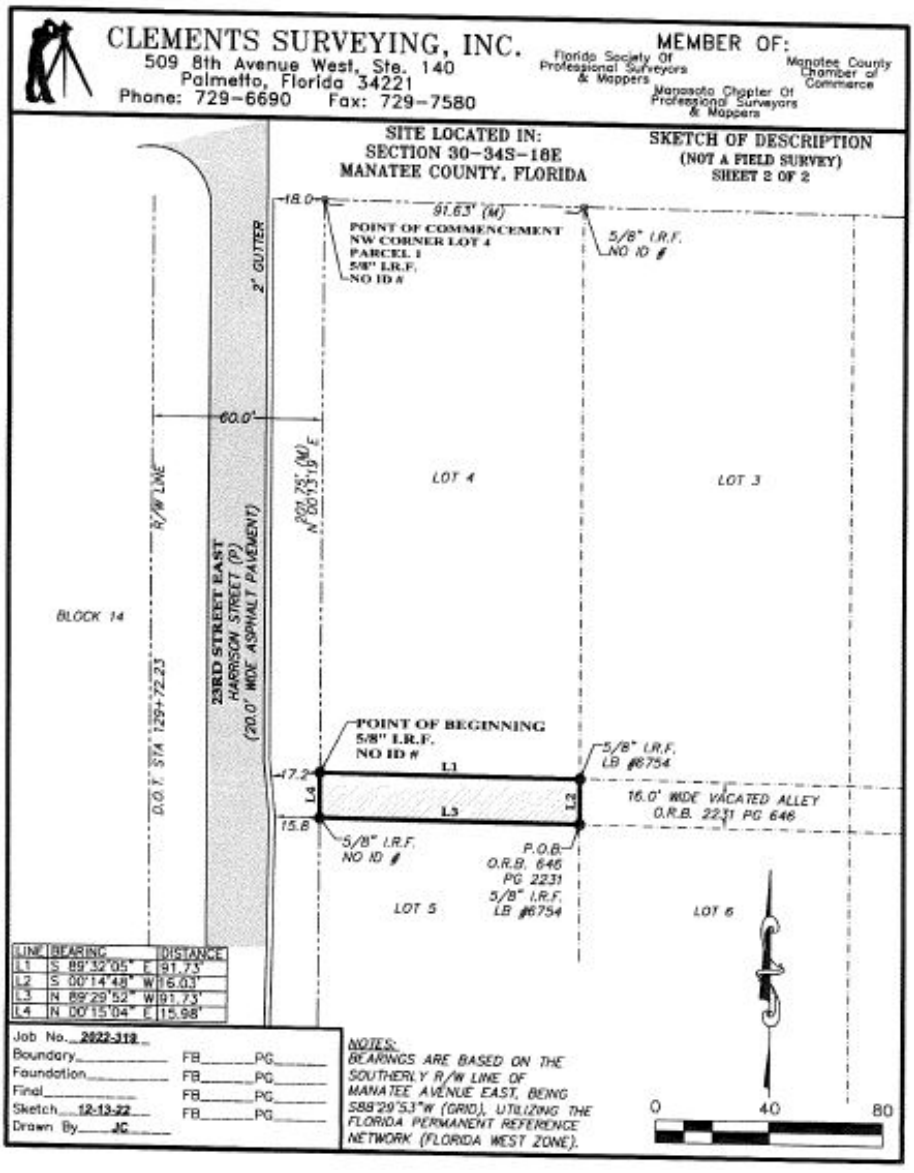
Local Planning Agency ad published	June 9, 2023
City Council 1st Reading ad published	July 14, 2023
City Council 2nd Reading ad published	July 28, 2023

EXHIBIT "A"

DESCRIPTION:

A 16.00 FOOT WIDE ALLEY LOCATED BETWEEN LOTS 4 AND 5, PELOTS ADDITION TO MANATEE AS RECORDED IN PLAT BOOK 1, PAGE 77 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 4, PELOTS ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 1, PAGE 77 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S00°13'19"W ALONG THE WEST LINE OF SAID LOT 4, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF 23RD STREET (60.0 FEET WIDE), A DISTANCE OF 201.75 FEET FOR A POINT OF BEGINNING; THENCE S89°32'05"E, A DISTANCE OF 91.73 FEET TO THE WEST LINE OF A 16.00 FOOT WIDE VACATED ALLEY, AS RECORDED IN OFFICIAL RECORDS BOOK 2231, PAGE 646, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S00°14'48"W ALONG SAID WEST LINE, A DISTANCE OF 16.03 FEET; THENCE N89°29'52"W, A DISTANCE OF 91.73 FEET; THENCE N 00°15'04" E, A DISTANCE OF 15.98 FEET TO THE POINT OF BEGINNING. CONTAINING 1468 SQUARE FEET.



RECEIVED
By Isabell Salazar at 12:17 pm, May 10, 2023

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: Manatee Commons LLC

Owner Address: 1806 Avenue Road, Toronto ON M5M3ZI Telephone: 416-564-3521

Name of Agent: Lynn T Burnett

Agent Address: 5840 26th St. W. Ste 121 Bradenton, FL 34207 Telephone: 941-756-9100

Owner/Agent Email: Lynn@LTAengineers.com

PROPERTY INFORMATION (REQUIRED)

Property Address: 2306 3rd Ave E and 403 23rd St E

Parcel ID: 1324700002, 1324800000 Acreage: 0.7471

Zoning District: UCC
*click to view Zoning map

Future Land Use: UCC
*click to view FLU map

Ward #: 4
*click to view Ward map

Neighborhood #: 7.04
*click to view Neighborhoods map

Indicate Type of Vacation Requested: Right-of-Way Easement (REQUIRED)

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- **Right-of-Way Vacation**
  - Right-of-Way Vacation Application Fee: $1,530
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Right-of-Way to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Easement Vacation**
  - Easement Vacation Review Fee: $900.
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Easement to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws. (REQUIRED)

Signature of Owner/Applicant — Date: 01-17-2023

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,530** (Right-of-Way Vacation) $900 (Easement Vacation)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

APPLICATION #: 231781

CITY COUNCIL: _____
PLANNING COMMISSION: _____
DRC: _____
REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

RIGHT-OF-WAY PROCEDURES

RIGHT-OF-WAY VACATION

The Development Review Committee (DRC), Planning Commission, and City Council shall review a request for right-of-way vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review, and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the right-of-way to the appropriate owner(s). The vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

EASEMENT PROCEDURES

EASEMENT VACATION

The Development Review Committee (DRC) and City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

City Council may approve the vacation of an easement only with a favorable recommendation from the Director of Public Works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement to the appropriate owner(s).

UTILITIES CONTACT LIST

PUBLIC AND PRIVATE UTILITIES CHECKLIST

Approval from all public and private utility providers is required with submittal of an application for Easement or Right-of-Way Vacation. Please check the box(es) for those that apply and contact the following utility providers and supply documentation of their consent for vacation.

☐ City of Bradenton
Public Works & Utilities
Jim McLellan, Director
1411 9th Street West Bradenton, FL 34205
941.708.6300

☐ Florida Power and Light
Greg Coker
1253 12th Ave. E. Palmetto, FL 34221
813.422.8232

☐ Frontier Communications
Stephen Waidley, Regional Rights of Way & Municipal Affairs Manager
1280 Cleveland Street, Clearwater, FL 33755
941.266.9218

☐ Spectrum Communication
Alex Fleming, Field Eng.
5413 East State Road 64 Bradenton, FL 34203
941.737.1352

☐ Comcast Cable
Paul Brown, Manager, Construction SWFL
PO Box 1178. Sarasota, FL 34230
941.914.7844

☐ Teco/Peoples Gas
Alex Mcfarlane, Gas Design Tech
Rep. 8261 Vico Ct. Sarasota, FL 34240
813.275.3762

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bradenton
The Friendly City

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 2305 & 2335 Manatee Ave E , 2306 & 2328 3rd Ave E, and 403 23rd St E

I, Michael Siskind, the registered property owner(s) of the above noted property, do hereby authorize

Lynn T Burnett, P.E. — Print Name of Agent
LTA ENGINEERS LLC — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

1806 Avenue Road, Toronto ON M5M3Z1
Owner(s) Address (if different than property above)

Signature of Agent

5840 26th St W. STE 121, Bradenton, FL 34207 - 941-756-9100
Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ___ physical presence or ✓ online notarization, this 14 day of September 2022, produced _____

Ontario Driver's Licence respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Julia A. Toso, Notary Public
Print Name

~~State of Florida~~ Province of Ontario (no expiration)
~~My Commission Expires:~~ _____

JULIA ANNE TOSO NOTARY PUBLIC ONTARIO

LTA ENGINEERS-LLC

February 27, 2023

City of Bradenton
Planning and Community Development Department
101 Old Main Street
Bradenton, FL 34205

Subject: Request to Vacate 16' Wide Alley
for development at 2306 3rd Avenue E and 403 23rd Street E.

On behalf of our Client and Property Owner, LTA Engineers, LLC (LTA) is pleased to submit this request for vacation of the 16' wide alley located between the subject properties. The alley does not continue to the east, as the remaining portions of the alley have been vacated per O.R.B 2231 PG 645.

We have provided the required information in support of this request as outlined below:

- Right of Way Vacation Application
- Fee in the amount of $1,530.00
- Documentation of approval from public and private utility providers
- Legal Description of Right-of-Way to be Vacated
- Property Survey signed and sealed on 12-14-2022
- 1 electronic copy (pdf) of application and supporting materials.

Thank you for your assistance with this project.

Sincerely,

LTA ENGINEERS, LLC

Lynn Townsend Burnett, P.E.
Principal/Owner

TELEPHONE:
941/708-6300

CITY OF BRADENTON
BRADENTON, FLORIDA

1411 9th STREET WEST
BRADENTON, FL 34205

January 30, 2023

Lynn Townsend Burnett
LTA Engineers, LLC
5840 26th St. W, Suite 121
Bradenton, FL 34207

RE: Request to Vacate Alley
Letter of No Objection

Dear Ms. Townsend Burnett:

The City of Bradenton Department of Public Works and Utilities is in receipt of your Request to Vacate an alley that exists between the properties located at 2306 3rd Ave. E. and 403 23rd St. E. in Bradenton, parcel ID # 1317610002 and 1324800000, respectively. In particular, you are requesting vacation of the 16-foot wide alley right-of-way (ROW) as depicted on the attached boundary survey of the parcel which you have submitted as part of your Request to Vacate application. The specific alley ROW to be vacated is shown on the attached sketch, with corresponding survey/legal descriptions for the portion of the alley to be vacated.

We have reviewed our utility maps and other related records related to this area and find that we have no current or proposed utilities within the existing easement.

Accordingly, the City of Bradenton Department of Public Works & Utilities has no objection to and does hereby acknowledge its consent to vacate the described alley ROW.

Sincerely,

James K. McLellan, P.E.
Director, Public Works & Utilities.

Attachments

Charter
COMMUNICATIONS

1/17/2023

RE: Manatee, Request to Vacate location : Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East

Dear , Lynn Burnett

Pursuant to your email on 1/17/2023, Charter communications has no existing underground facilities located within the proposed easement vacation.

Charter Communications has no Conflicts with your request.

If you should have any questions, please do not hesitate to call. You can reach me @ 941-737-0003 or email me at: thomas.mumea@charter.com

Sincerely,

Thomas Mumea

5413 State RD 64 E

Bradenton Fla 34208

Field Engineer

FRONTIER

3712 W Walnut St
Tampa, FL 33607
(941) 266-9218
stephen.waidley@ftr.com

1/18/2023

Attn: Lynn Burnett, P.E.
Principal
LTA Engineers LLC
5840 26th St W, Suite # 121
Bradenton, FL 34207

RE: Vacation of Alley – 2306 3rd Ave E and 403 23rd St E, Bradenton, FL

Dear Ms. Burnett,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

From: Lynn Burnett
To: Vargas, Ray
Cc: McCoy, Carey
Subject: RE: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East
Date: Monday, February 27, 2023 3:28:00 PM
Attachments: image001.png
image003.png
image004.png

Good afternoon gentlemen,

Was Carey able to make it out to confirm that there were no poles within the area proposed for alley vacation? The surveyors did not locate any and I did not see any when I was out there. This is the last consent I need in order for us to submit to the City so I really appreciate any help you can provide with this request. Thanks,

Lynn Burnett, P.E.
Principal
LTA ENGINEERS-LLC
PLEASE NOTE OUR NEW MAILING ADDRESS:
SCF 26 WEST Center
Attn: LTA Engineers, LLC
5840 26th Street West
Suite #121
Bradenton, FL 34207
Office: 941-756-9100
Cell: 941-526-3375
www.LTAengineers.com

From: Vargas, Ray <Ray.Vargas@fpl.com>
Sent: Tuesday, January 17, 2023 5:11 PM
To: Lynn Burnett <lynn@ltaengineers.com>
Cc: McCoy, Carey <Carey.McCoy@fpl.com>
Subject: FW: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East

Lynn,

The area described may have some FPL poles that are within the right of way. If this is the case we would require an easement to protect our rights on the land.

Carey,
Please field verify next time you are in the field.

Have a great day,

Ray Vargas | Engineering Lead
Florida Power & Light | **Distribution Operations**
5657 McIntosh Rd | Sarasota, FL 34233
Office: (941) 927-4262
Ray.Vargas@fpl.com

WEBSITE EMAIL

*Visit the new **FPL Project Portal** at FPL.com/construction to manage your FPL Residential and Commercial construction projects.*
Get information on construction services and project types, apply for your construction project, track project milestones, manage your project team and more.
FPL Electric Service Standards** **https://www.fpl.com/partner/builders/service-standards.html

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From: Bolkema, Todd <Todd.Bolkema@fpl.com>
Sent: Tuesday, January 17, 2023 1:06 PM
To: Lynn Burnett <lynn@ltaengineers.com>; Vargas, Ray <Ray.Vargas@fpl.com>
Subject: FW: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East

Lynn,

Ray Vargas has replaced me as the Engineering Lead for the Sarasota/Bradenton area. I copied him on this email.

Todd Bolkema, P.E.
RANT Lead Project Manager
2220 Hammock Pl
Sarasota, FL 34235
(941)518-0865

From: Lynn Burnett <lynn@ltaengineers.com>
Sent: Tuesday, January 17, 2023 11:47 AM
To: Bolkema, Todd <Todd.Bolkema@fpl.com>
Subject: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East

Good afternoon,

Please accept this request for approval (or non-objection) to the vacation of the 16' wide alley located between the subject properties. Attached is a letter of explanation along with the survey documents for your review. Your approval or non-objection is required as part of the submission to the City of Bradenton.

Thank you for your assistance,

Lynn Burnett, P.E.
Principal

LTA ENGINEERS-LLC

SCF 26 West Center
5840 26th St. W. STE #121
Bradenton, FL 34207
Office: 941-756-9100
Cell: 941-526-3375

From:	Lynn Burnett
To:	amcfarlane@tecoenergy.com
Subject:	FW: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East
Date:	Monday, February 27, 2023 3:43:00 PM
Attachments:	Letter of Request to Vacate 16" wide Right of way.pdf image001.png 2022 319 SK DESC.pdf FINAL SURVEY 2022 319 BO.pdf
Importance:	High

Good afternoon Alex, I did not see that we ever received a response to this request. Would you follow up on this for me please? We are trying to get this submitted and on the next hearing schedule with the City of Bradenton.

Thank you,

Lynn Burnett, P.E.
Principal
LTAENGINEERS-LLC
PLEASE NOTE OUR NEW MAILING ADDRESS:
SCF 26 WEST Center
Attn: LTA Engineers, LLC
5840 26th Street West
Suite #121
Bradenton, FL 34207
Office: 941-756-9100
Cell: 941-526-3375
www.LTAengineers.com

From: Lynn Burnett
Sent: Tuesday, January 17, 2023 11:52 AM
To: amcfarlane@tecoenergy.com
Subject: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East

Good afternoon,

Please accept this request for approval (or non-objection) to the vacation of the 16' wide alley located between the subject properties. Attached is a letter of explanation along with the survey documents for your review. Your approval or non-objection is required as part of the submission to the City of Bradenton.

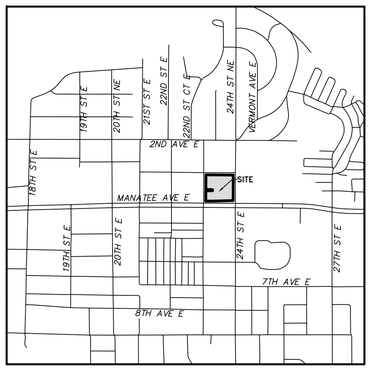
Thank you for your assistance,

Lynn Burnett, P.E.
Principal
LTAENGINEERS-LLC

SCF 26 West Center
5840 26th St. W. STE #121
Bradenton, FL 34207
Office: 941-756-9100
Cell: 941-526-3375

BOUNDARY SURVEY OF LOTS - BLOCK - SUBDIVISION **PELOTS ADDITION TO MANATEE - SEE DESCRIPTION**
SECTION 30 TOWNSHIP 34 SOUTH, RANGE 18 EAST, AS RECORDED IN PLAT BOOK 1 PAGES 77
OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA PARCEL ID # - CURRENT ZONING N/A
PROPERTY ADDRESS: **2305 & 2335 MANATEE AVENUE EAST, BRADENTON, FLORIDA 34208**

LOCATION MAP

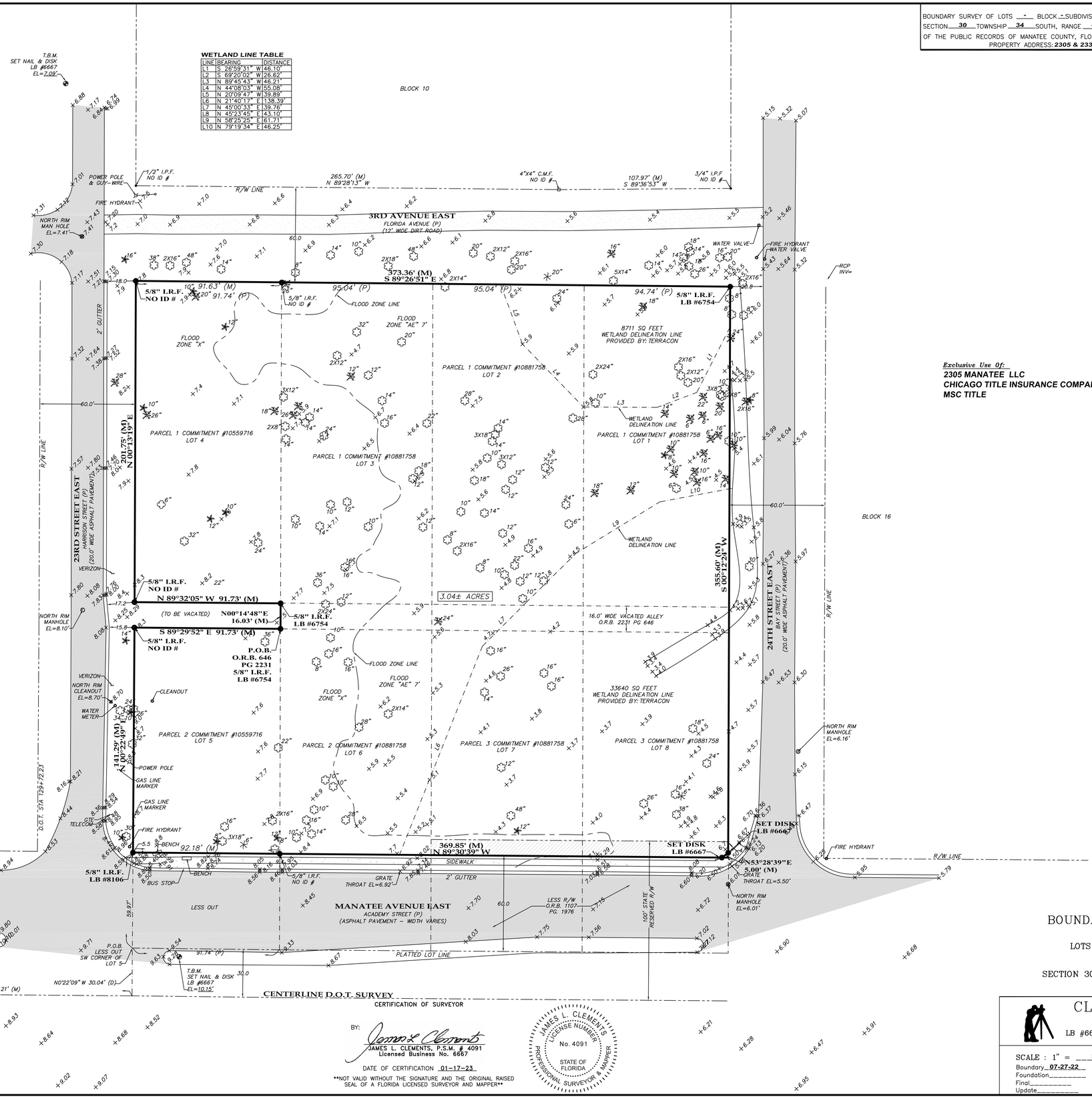


NOT TO SCALE

0 30 60

WETLAND LINE TABLE

LINE	BEARING	DISTANCE
L1	S 26°59'31" W	46.10'
L2	S 69°20'02" W	26.62'
L3	N 89°45'43" W	46.21'
L4	N 44°08'03" W	55.08'
L5	N 20°09'47" W	39.89'
L6	N 21°40'17" E	138.39'
L7	N 45°00'33" E	39.76'
L8	N 45°23'45" E	43.10'
L9	N 58°25'25" E	61.71'
L10	N 79°19'34" E	46.25'



DESCRIPTION:

COMMITMENT #10881758

PARCEL 1: LOTS 1,2, AND 3, BLOCK 15, PELOT'S ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. TOGETHER WITH THE NORTH 1/2 OF VACATED ALLEY PER RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 2231, PAGE 646, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING SOUTH AND ADJACENT TO THE ABOVE DESCRIBED PARCEL.

PARCEL 2: LOT 6, BLOCK 15, PELOT'S ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 1, PAGE 77 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; LESS LAND TO STATE OF FLORIDA FOR ROAD RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1140, PAGE 3452, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. TOGETHER WITH THE SOUTH 1/2 OF VACATED ALLEY PER RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 2231, PAGE 646, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; LYING NORTH AND ADJACENT TO THE ABOVE DESCRIBED PARCEL.

PARCEL 3: LOTS 7 AND 8, BLOCK 15, PELOT'S ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; LESS LAND TO STATE OF FLORIDA FOR ROAD RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1107, PAGE 1976, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. TOGETHER WITH THE SOUTH 1/2 OF VACATED ALLEY PER RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 2231, PAGE 646, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING NORTH AND ADJACENT TO THE ABOVE DESCRIBED PARCEL.

COMMITMENT #10559716

PARCEL 1:

LOT 4, BLOCK 15, DR. J.C. PELOT'S ADDITION TO THE TOWN OF MANATEE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 2:

LOT 5, BLOCK 15, DR. J. C. PELOT'S ADDITION TO THE TOWN OF MANATEE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION OF LOT 5, BLOCK 15, DR. J. C. PELOT'S ADDITION TO THE TOWN OF MANATEE IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 18 EAST, AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION AND THE SURVEY LINE OF STATE ROAD 64, SAID POINT BEING 1742.00 FEET NORTH 0°23'26" EAST OF A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION;

THENCE NORTH 88°26'23" EAST 195.69 FEET ALONG SAID SURVEY LINE; THENCE SOUTH 89°31'27" EAST 709.21 FEET ALONG SAID SURVEY LINE; THENCE NORTH 0°22'09" WEST 30.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5, SAID CORNER BEING A POINT OF BEGINNING; CONTINUE THENCE NORTH 0°22'09" WEST 59.97 FEET ALONG THE WESTERLY LOT LINE OF SAID LOT 5; THENCE SOUTH 89°31'27" EAST 92.22 FEET TO THE EASTERLY LOT LINE OF SAID LOT 5; THENCE SOUTH 0°16'56" EAST 59.99 FEET ALONG SAID EASTERLY LOT LINE TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH 89°30'47" WEST 91.74 FEET TO THE POINT OF BEGINNING.

Exclusive Use Of:
2305 MANATEE LLC
CHICAGO TITLE INSURANCE COMPANY
MSC TITLE

NOTES:

BEARINGS ARE BASED ON THE SOUTHERLY R/W LINE OF MANATEE AVENUE EAST, BEING S88°29'53"W (GRID), UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK (FLORIDA WEST ZONE).

PROPERTY LIES WITHIN FLOOD ZONE "AE", BASE FLOOD ELEVATION 7', AS PER FLOOD INSURANCE RATE MAP PANEL NO. 12081C0306F, DATED 08-10-21, (SUBJECT TO VERIFICATION).

THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A CURRENT TITLE REPORT, PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENTS #10881758 & #10559716.

UTILITIES SHOWN HEREON ARE ABOVE GROUND (VISIBLE) UTILITIES ONLY, NO UNDERGROUND UTILITIES, IF ANY WERE LOCATED FOR THE PURPOSE OF THIS SURVEY.

ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND WERE DERIVED FROM CITY OF BRADENTON BENCHMARK "COB 1001" EL=8.97' (NAVD88).

LEGEND

(M)=Measured
●=Iron Rod Found(IRF)
○=Iron Rod Set(IRS)#6667
●=Iron Pipe Found (IPF)
PRC=Point of Reverse Curve
R = Radial (P)=Plat
PCC=Point of Compound Curve
CMF=Concrete Monument Found
CMS=Concrete Monument Set #6667
PRM=Permenent Reference Monument
(D)=Deed
TBM=Temporary Bench Mark
POB=Point Of Beginning
R/W=Right Of Way
POC=Point Of Commencement
PC=Point Of Curve
WF=Water Flow
N&D=Nail and Disc
⬭=Proposed Elevation
0.00=Existing Elevation

CERTIFICATION OF SURVEYOR

BY: James L. Clements
JAMES L. CLEMENTS, P.S.M. # 4091
Licensed Business No. 6667

DATE OF CERTIFICATION 01-17-23

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JAMES L. CLEMENTS LICENSE NUMBER No. 4091 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

BOUNDARY & TOPOGRAPHIC SURVEY

OF

LOTS 1–8, PELOTS ADDITION TO MANATEE

LYING AND BEING IN

SECTION 30, TOWNSHIP 34 SOUTH, RANGE 18 EAST

MANATEE COUNTY, FLORIDA

CLEMENTS SURVEYING, INC.
509 8TH AVENUE WEST
SUITE 140
LB #6667 PALMETTO, FLORIDA 34221
(941) 729-6690 FAX (941) 729-7580

SCALE : 1" = 30' JOB NO. 2022-319
Boundary 07-27-22 FB 291 PG 7-8 Other 01-03-23: ADDED TITLE WORK
Foundation FB PG Other 01-17-23: ADDED TITLE WORK
Final FB PG Revision
Update FB PG Drawn By JC

CLEMENTS SURVEYING, INC.
509 8th Avenue West, Ste. 140
Palmetto, Florida 34221
Phone: 729-6690 Fax: 729-7580

MEMBER OF:
Florida Society Of Professional Surveyors & Mappers
Manatee County Chamber of Commerce
Manasota Chapter Of Professional Surveyors & Mappers

SITE LOCATED IN:
SECTION 30-34S-18E
MANATEE COUNTY, FLORIDA

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)
SHEET 1 OF 2

DESCRIPTION:

A 16.00 FOOT WIDE ALLEY LOCATED BETWEEN LOTS 4 AND 5, PELOTS ADDITION TO MANATEE AS RECORDED IN PLAT BOOK 1, PAGE 77 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 4, PELOTS ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 1, PAGE 77 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S00°13'19"W ALONG THE WEST LINE OF SAID LOT 4, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF 23RD STREET (60.0 FEET WIDE), A DISTANCE OF 201.75 FEET FOR A POINT OF BEGINNING; THENCE S89°32'05"E, A DISTANCE OF 91.73 FEET TO THE WEST LINE OF A 16.00 FOOT WIDE VACATED ALLEY, AS RECORDED IN OFFICIAL RECORDS BOOK 2231, PAGE 646, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S00°14'48"W ALONG SAID WEST LINE, A DISTANCE OF 16.03 FEET; THENCE N89°29'52"W, A DISTANCE OF 91.73 FEET; THENCE N 00°15'04" E, A DISTANCE OF 15.98 FEET TO THE POINT OF BEGINNING. CONTAINING 1468 SQUARE FEET.

NOTES:
BEARINGS ARE BASED ON THE SOUTHERLY R/W LINE OF MANATEE AVENUE EAST, BEING S88°29'53"W (GRID), UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK (FLORIDA WEST ZONE).

Job No. 2022-319
Boundary____ FB____ PG____
Foundation____ FB____ PG____
Final____ FB____ PG____
Sketch 12-13-22 FB____ PG____
Drawn By JC

CERTIFICATION OF SURVEYOR
BY: James L. Clements
JAMES L. CLEMENTS, P.S.M. #4091
LICENSED BUSINESS #6667
DATE OF CERTIFICATION: 12-14-22
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

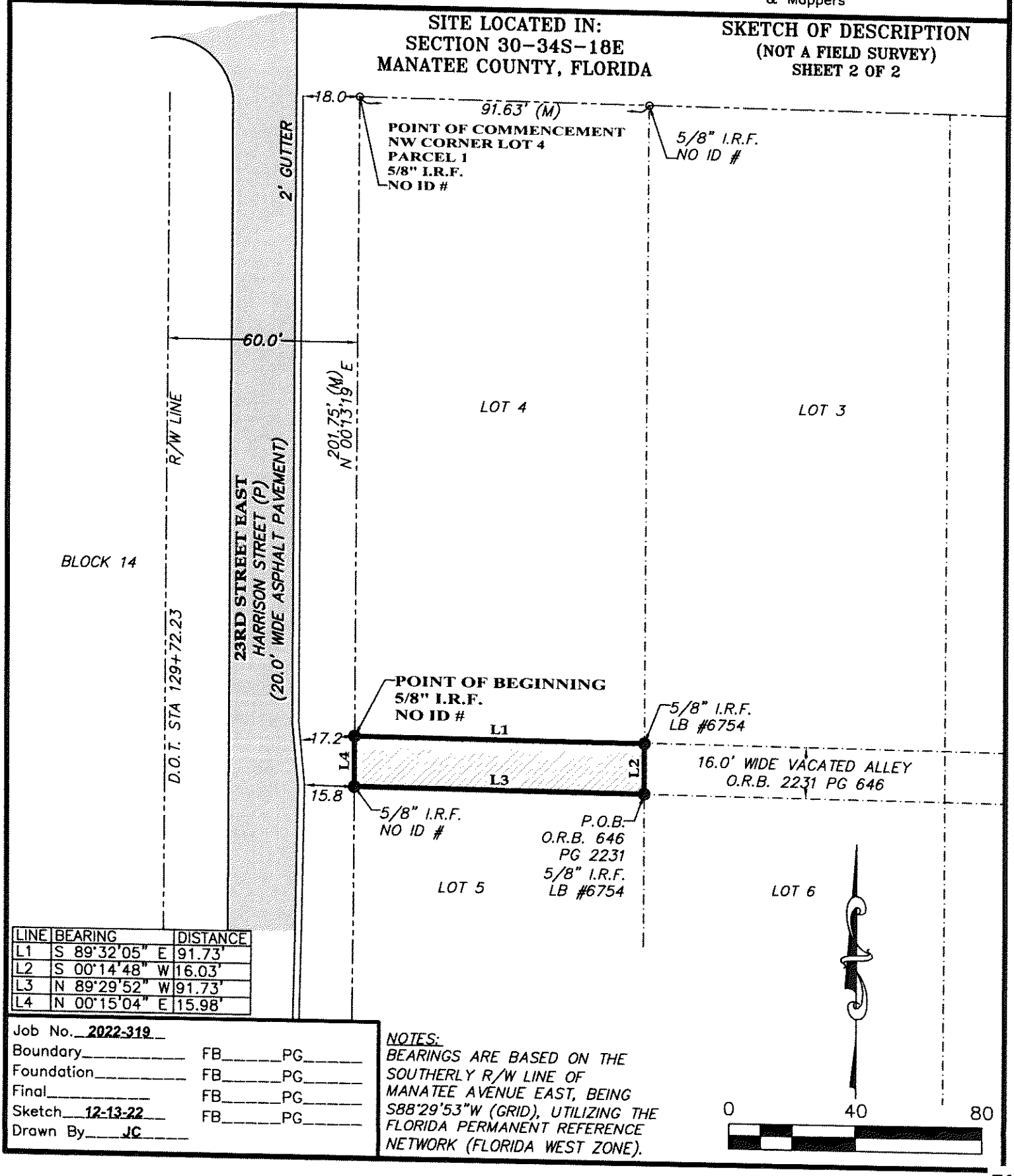
JAMES L. CLEMENTS
LICENSE NUMBER
No. 4091
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

CLEMENTS SURVEYING, INC.
509 8th Avenue West, Ste. 140
Palmetto, Florida 34221
Phone: 729-6690 Fax: 729-7580

MEMBER OF:
Florida Society Of Professional Surveyors & Mappers
Manatee County Chamber of Commerce
Manasota Chapter Of Professional Surveyors & Mappers

SITE LOCATED IN:
SECTION 30-34S-18E
MANATEE COUNTY, FLORIDA

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)
SHEET 2 OF 2



LINE	BEARING	DISTANCE
L1	S 89°32'05" E	91.73'
L2	S 00°14'48" W	16.03'
L3	N 89°29'52" W	91.73'
L4	N 00°15'04" E	15.98'

Job No. 2022-319
Boundary ____ FB ____ PG ____
Foundation ____ FB ____ PG ____
Final ____ FB ____ PG ____
Sketch 12-13-22 FB ____ PG ____
Drawn By JC

NOTES:
BEARINGS ARE BASED ON THE SOUTHERLY R/W LINE OF MANATEE AVENUE EAST, BEING S88°29'53"W (GRID), UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK (FLORIDA WEST ZONE).

From: Vargas, Ray
To: Lynn Burnett; McCoy, Carey
Subject: RE: URGENT: FW: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East
Date: Tuesday, April 18, 2023 2:23:37 PM
Attachments: image003.png
image004.png
image005.png
image006.png
image007.png
image008.png

Lynn,

We have no objection

Have a great day,

Ray Vargas | Engineering Lead
Florida Power & Light | Distribution Operations
5657 McIntosh Rd | Sarasota, FL 34233
Office: (941) 927-4262
Ray.Vargas@fpl.com
WEBSITE EMAIL

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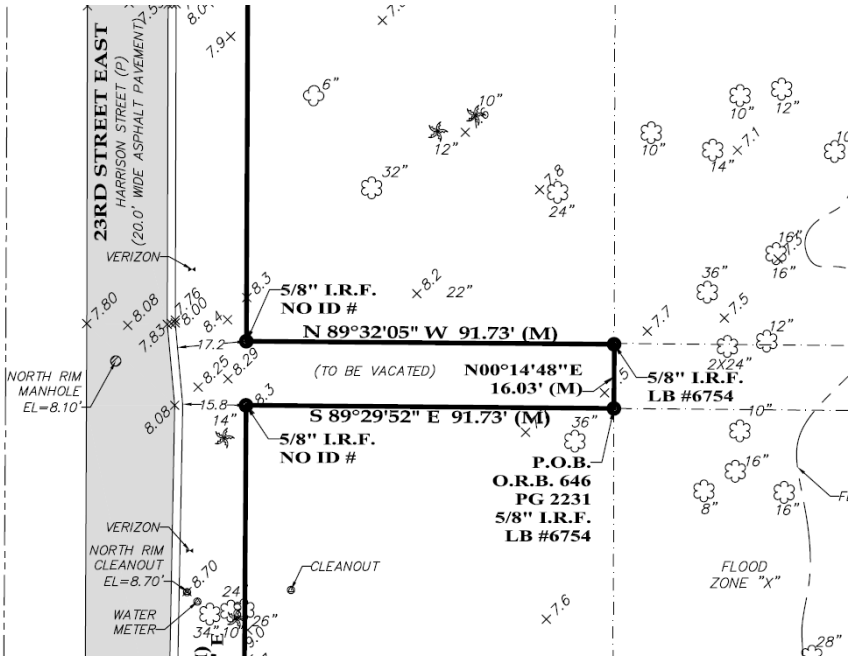
***FPL Electric Service Standards** https://www.fpl.com/partner/builders/service-standards.html*

From: Lynn Burnett <lynn@ltaengineers.com>
Sent: Tuesday, April 18, 2023 1:32 PM
To: Vargas, Ray <Ray.Vargas@fpl.com>; McCoy, Carey <Carey.McCoy@fpl.com>
Subject: URGENT: FW: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East

Good afternoon gentlemen,

I spoke with Carey on the phone last week and explained that this has been held up for 3 months now waiting for a response email from FPL. My client is asking if he needs to retain an attorney. PLEASE help me with this simple request. FPL does not have any poles in this small section of right of way that is requested for vacation. There are no utilities in it in fact as you can see from the survey and the google earth images. All FPL poles and infrastructure is located on the west side of the 23rd Street East.







I simply need an email reply that you have no objections to the vacation so the City of Bradenton can proceed forward with our submittal that was made 2 months ago. Thank you so much for your help.

Lynn Burnett, P.E.
Principal

LTA ENGINEERS-LLC

PLEASE NOTE OUR NEW MAILING ADDRESS:

SCF 26 WEST Center
Attn: LTA Engineers, LLC
5840 26th Street West
Suite #121
Bradenton, FL 34207
Office: 941-756-9100
Cell: 941-526-3375
www.LTAengineers.com

From: Vargas, Ray <Ray.Vargas@fpl.com>
Sent: Tuesday, January 17, 2023 5:11 PM
To: Lynn Burnett <lynn@ltaengineers.com>
Cc: McCoy, Carey <Carey.McCoy@fpl.com>
Subject: FW: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East

Lynn,

The area described may have some FPL poles that are within the right of way. If this is the case we would require an easement to protect our rights on the land.

Carey,
Please field verify next time you are in the field.

Have a great day,

Ray Vargas | Engineering Lead
Florida Power & Light | Distribution Operations
5657 McIntosh Rd | Sarasota, FL 34233
Office: (941) 927-4262
Ray.Vargas@fpl.com
WEBSITE EMAIL

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Get information on construction services and project types, apply for your construction project, track project milestones, manage your project team and more.
***FPL Electric Service Standards** https://www.fpl.com/partner/builders/service-standards.html*

From: Bolkema, Todd <Todd.Bolkema@fpl.com>
Sent: Tuesday, January 17, 2023 1:06 PM
To: Lynn Burnett <lynn@ltaengineers.com>; Vargas, Ray <Ray.Vargas@fpl.com>
Subject: FW: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East

Lynn,

Ray Vargas has replaced me as the Engineering Lead for the Sarasota/Bradenton area. I copied him on this email.

Todd Bolkema, P.E.
RANT Lead Project Manager
2220 Hammock Pl
Sarasota, FL 34235
(941)518-0865

From: Lynn Burnett <lynn@ltaengineers.com>
Sent: Tuesday, January 17, 2023 11:47 AM
To: Bolkema, Todd <Todd.Bolkema@fpl.com>
Subject: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East

Good afternoon,

Please accept this request for approval (or non-objection) to the vacation of the 16' wide alley located between the subject properties. Attached is a letter of explanation along with the survey documents for your review. Your approval or non-objection is required as part of the submission to the City of Bradenton.

Thank you for your assistance,

Lynn Burnett, P.E.

Principal

LTA ENGINEERS, LLC

SCF 26 West Center
5840 26th St. W. STE #121
Bradenton, FL 34207
Office: 941-756-9100
Cell: 941-526-3375

From: McFarlane, Alex
To: Lynn Burnett
Subject: RE: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East
Date: Tuesday, March 28, 2023 11:43:35 AM
Attachments: image002.png
image003.png

Lynn,
TECO has no objection to proposed easement vacation
Thanks

Alex Mcfarlane
Gas Design Project Manager
Office: 813-275-3762
Cell: 813-557-6134

From: Lynn Burnett <lynn@ltaengineers.com>
Sent: Monday, March 27, 2023 4:19 PM
To: McFarlane, Alex <AMcFarlane@tecoenergy.com>
Subject: FW: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East
Importance: High

CAUTION - External Email

***** **Don't be quick to click! We're counting on you! This email is from an external sender! Don't click links or open attachments from unknown sources. To report a suspicious email, click the Forward to Phishing button within Outlook for analysis by our cyber security team. If the button is unavailable, forward the email as an attachment to phishing@tecoenergy.com** *****

Hi Alex – the city is holding up our submittal without your permission as requested below. If you are not the correct person, could you please direct me to someone that can help us?

Thanks,

Lynn Burnett, P.E.
Principal

PLEASE NOTE OUR NEW MAILING ADDRESS:
SCF 26 WEST Center
Attn: LTA Engineers, LLC
5840 26th Street West
Suite #121
Bradenton, FL 34207
Office: 941-756-9100
Cell: 941-526-3375
www.LTAengineers.com

From: Lynn Burnett
Sent: Monday, February 27, 2023 3:44 PM
To: amcfarlane@tecoenergy.com
Subject: FW: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East
Importance: High

Good afternoon Alex, I did not see that we ever received a response to this request. Would you follow up on this for me please? We are trying to get this submitted and on the next hearing schedule with the City of Bradenton.

Thank you,

Lynn Burnett, P.E.
Principal
LTAENGINEERS-LLC
PLEASE NOTE OUR NEW MAILING ADDRESS:
SCF 26 WEST Center
Attn: LTA Engineers, LLC
5840 26th Street West
Suite #121
Bradenton, FL 34207
Office: 941-756-9100
Cell: 941-526-3375
www.LTAengineers.com

From: Lynn Burnett
Sent: Tuesday, January 17, 2023 11:52 AM
To: amcfarlane@tecoenergy.com
Subject: Right of Way Vacation request for approval 2306 3rd Avenue East and 403 23rd Street East

Good afternoon,

Please accept this request for approval (or non-objection) to the vacation of the 16' wide alley

located between the subject properties. Attached is a letter of explanation along with the survey documents for your review. Your approval or non-objection is required as part of the submission to the City of Bradenton.

Thank you for your assistance,

Lynn Burnett, P.E.
Principal
LTA ENGINEERS-LLC
SCF 26 West Center
5840 26th St. W. STE #121
Bradenton, FL 34207
Office: 941-756-9100
Cell: 941-526-3375

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Lynn Burnett

From: Dietch, Matthew <matthew_dietch@comcast.com>
Sent: Friday, May 5, 2023 4:12 PM
To: Lynn Burnett
Subject: Comcast Permit Service

To whom it may concern,

2306 3rd Ave E Bradenton Fl 34208 and 403 23rd St E, both in Bradenton, FL. Both addresses listed is not serviceable for Comcast. Our records indicate that there are not Comcast facilities in the area of the Plat request.

Regards,

Matthew Dietch
Store Manager
Sarasota
941-809-7501
Matthew_Dietch@comcast.com



City of Bradenton
Planning and Community Development Department
City Council Public Hearings
July 26, 2023 & August 9, 2023

Staff Report

Case Number:	RV.23.1781
Applicant:	Lynn T. Burnett, agent for Manatee Commons LLC
Address:	2306 3rd Avenue East and 403 23rd Street East
Parcel ID:	1324700002 and 1324800000
Current Zoning:	UCC (Urban Commercial Corridor)
Future Land Use:	UCC (Urban Commercial Corridor)
Flood Zone:	X

Surrounding Property Zoning:

Current Zoning:	North: R-1 (Low Density, Single Family)
	South: UCC (Urban Commercial Corridor)
	East: UCC (Urban Commercial Corridor)
	West: UCC (Urban Commercial Corridor)
Future Land Use:	North: RESLOW (Low Density)
	South: UCC (Urban Commercial Corridor)
	East: UCC (Urban Commercial Corridor)
	West: UCC (Urban Commercial Corridor)

Lynn T. Bennett, agent for Manatee Commons LLC, has submitted a right-of-way vacation application with a request to vacate an approximately 1,470 square feet of a remaining 16-foot-wide unimproved alley. The subject right-of-way (Exhibit "A") lies within the block generally located east of 23rd Street East, between Manatee Avenue East and 3rd Avenue East. If approved, the requested former right-of-way, will entirely transfer to Manatee Commons LLC, as they own the property on both sides of the requested vacation.

The purpose of the subject vacation is to provide continuous buildable land for future development at 2306 3rd Avenue East and 403 23rd Street East. Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public rights-of-way. The section calls for the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, the alley is no longer utilized by any public or public-serving agencies. Vacating this portion

will not be detrimental to public health, safety, welfare, or convenience. Further, the requested vacation vacates the remaining portion of an alley with the previous portion being vacated in 2007 as recorded in O.R. Book 2231 Page 646.

If approved, the City Clerk shall record the reversion of the portion of right-of-way to the adjacent property owners to the north and south (the applicant).

As noted in the application materials, public utilities that may utilize this right-of-way have agreed with its vacation. The right-of-way is not in use by any public utility at this time and is no longer needed for public services.

LAND USE REGULATIONS:

2.2.7 ***Vacation of public rights-of-way or public easements.*** The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 ***Application.*** Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 ***Public Notice.*** shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 ***Review of Application.*** The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission shall evaluate any request for vacation of right-of- way or other dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience.

Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall be considered by the Planning Commission in making its recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 *Approval/Denial.*

b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 *Public Recording.* The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

Staff recommends **approval** of the requested vacation of rights-of-way for case RV.23.1781; with no stipulations.

Respectfully submitted,

Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Sketches of right-of-way

Exhibit E: Portion of Plat Showing Vacancy from O.R. Book 2231 Page 646.

Exhibit "A"



RV.23.1781 RoW Vacation

Owner: Manatee Commons, LLC
2306 3rd Avenue E & 403 23rd Street E
PIDs: 1324700002 & 1324800000

CITY OF BRADENTON FLORIDA
Bradenton Department of Planning and Community Development

Location

0 20 40 60
Feet

LEGEND
- Subject Parcels
- Other Parcels
- Bradenton Boundary

Exhibit "B"



RV.23.1781 RoW Vacation

Owner: Manatee Commons, LLC
2306 3rd Avenue E & 403 23rd Street E
PIDs: 1324700002 & 1324800000

CITY OF BRADENTON FLORIDA
Bradenton Department of Planning and Community Development

Future Land Use

0 20 40 60
Feet

LEGEND
Subject Parcels
Other Parcels
Bradenton Boundary

Exhibit "C"


R-1
R-1
R-1
22ND ST E
3RD AVE E
1324700002
2306
AREA of VACATION
23RD ST E
24TH ST E
UCC
UCC
UCC
403
1324800000
UCC
UCC
MANATEE AVE E
64
64
UCC
UCC
N
W
E
S
RV.23.1781 RoW Vacation
Owner: Manatee Commons, LLC
2306 3rd Avenue E & 403 23rd Street E
PIDs: 1324700002 & 1324800000
CITY OF BRADENTON FLORIDA
Bradenton Department of Planning and Community Development
Zoning
0 20 40 60
Feet
LEGEND
Subject Parcels
Other Parcels
Bradenton Boundary

Exhibit "D"

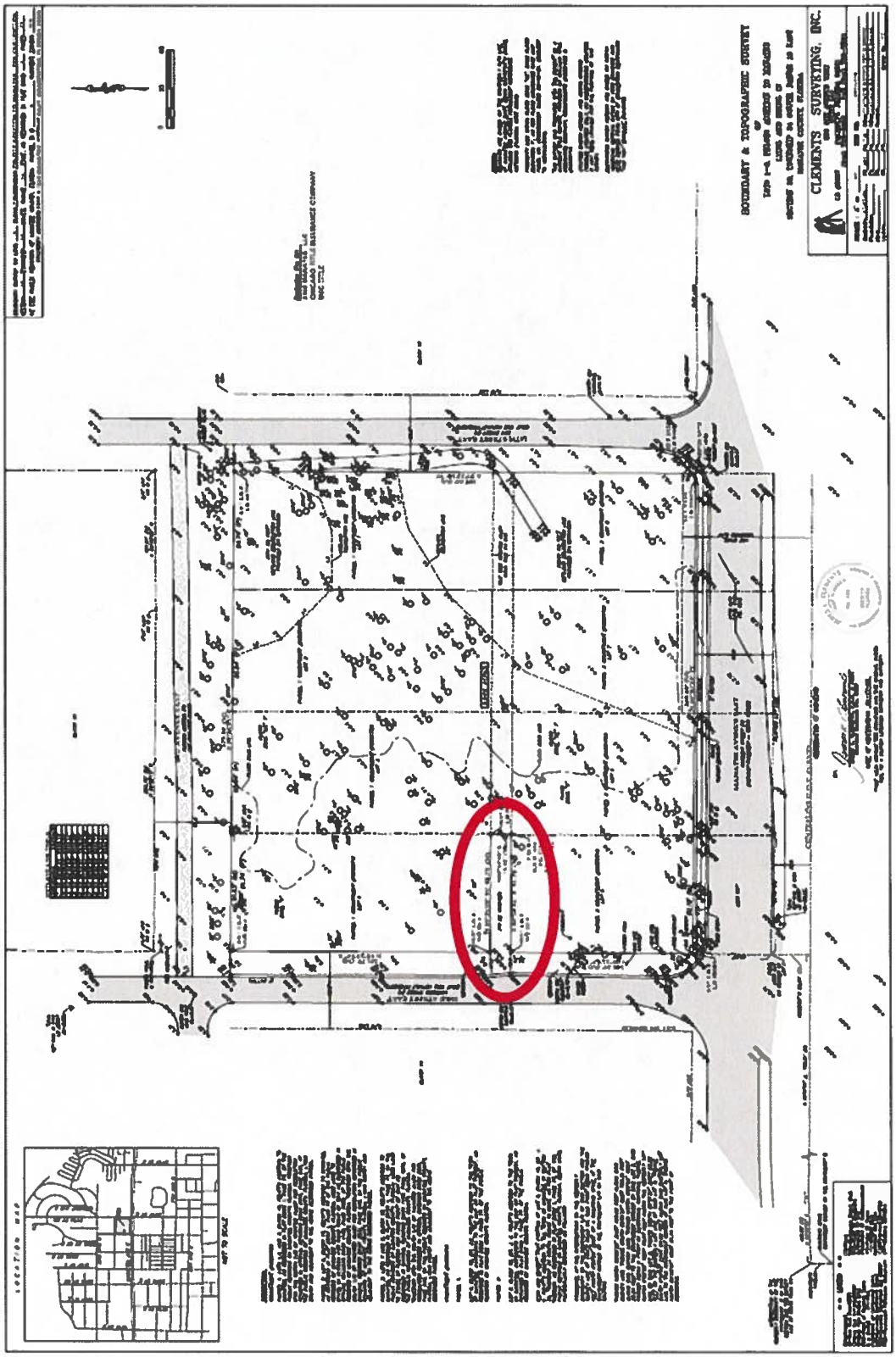


Exhibit "E"

BK 2231 PG 646 Dkt#2524408
R. B. "CHIPS" SHORE Clerk of Circuit Court Manatee County FL. Filed & Recorded 10/16/07 10:07:24 AM (1 of 1)

Return to: City of Bradenton
Name: Beverly Rhodes
Address: Caller Service 25015
Bradenton, FL 34206
This Instrument Prepared By: Susan M. Kahl

Recording Information:

RESOLUTION NO. 07-49

A RESOLUTION PURSUANT TO SECTIONS 200.G and 200.J.6, CITY LAND USE REGULATIONS, RIGHT-OF-WAY VACATION OF E 281.86' OF THE 16' WIDE ALLEY LOCATED BETWEEN 23RD AND 24TH STREETS AND LEGALLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 15, PELOT'SADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 1, PAGE 77, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT LYING ON THE EASTERLY LINE OF 32ND STREET EAST; THENCE N00°36'06"W, ALONG SAID EASTERLY LINE, A DISTANCE OF 141.79 FEET; THENCE N89°39'42"E, A DISTANCE OF 91.76 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N89°39'42"E, A DISTANCE OF 281.88 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF 24TH STREET EAST;THENCE N00°40'43"W, ALONG SAID WESTERLY LINE , A DISTANCE OF 16.00 FEET; THENCE S89°39'42"W, 281.86 FEET; THENCE S00°37'14"E, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,510 SQUARE FEET, MORE OR LESS.

WHEREAS, the applicant, the City of Bradenton, has made a request pursuant to Sections 200.G and 200.J.6, City Land Use Regulations and pursuant to Section 177.101(4), F.S., to vacate a certain right-of-way; and

WHEREAS, all interested persons having been heard by the Council in open session, and it appearing to said Council that the right-of-way vacation will not affect the ownership or right of convenient access of persons owning other parts of the subdivision or deprive the right of access of persons to or from their lands; and all members of the Council having been fully advised in the premises;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, that upon the said request and of its own motion, the following described right-of-way vacation lying within the City of Bradenton, Florida which is more particularly described as follows:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 15, PELOT'S ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 1, PAGE 77, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT LYING ON THE EASTERLY LINE OF 32ND STREET EAST; THENCE N00°36'06"W, ALONG SAID EASTERLY LINE, A DISTANCE OF 141.79 FEET; THENCE N89°39'42"E, A DISTANCE OF 91.76 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N89°39'42"E, A DISTANCE OF 281.88 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF 24TH STREET EAST;THENCE N00°40'43"W, ALONG SAID WESTERLY LINE , A DISTANCE OF 16.00 FEET; THENCE S89°39'42"W, 281.86 FEET; THENCE S00°37'14"E, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,510 SQUARE FEET, MORE OR LESS.

is hereby approved, granted and that said right-of-way is closed, abandoned and vacated; and further that every right of said City of Bradenton and of the public in general is hereby renounced and disclaimed in and to that portion of the right-of-way alley as hereinabove described, and furthermore, as required by Section 177.101(4), F.S., the City Clerk is hereby instructed to furnish to the Board of County Commissioners of Manatee County, Florida a certified copy of this Resolution, and further still, the said Clerk is instructed to cause a certified copy of this Resolution to be recorded in the Public Records of Manatee County, Florida.

Notice hereof shall be published and recorded as required by law.

PASSED AND DULY ADOPTED, this 10th day of October, 2007.

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

RV-07-0018 Res-07-49

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT:

Quasi-Judicial: ORDINANCE 4012 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM T5, URBAN CENTER TO SD, SPECIAL DISTRICT, FOR PROPERTIES LOCATED AT 101 AND 113 5TH AVENUE DRIVE EAST AND A PORTION OF 102 AND THE ENTIRETY OF 120 MANATEE AVENUE EAST; MORE PARTICULARLY DESCRIBED IN ATTACHED "EXHIBIT A", PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION:

No action is needed at this time with this being the First Reading; even though it is a public hearing. The Second Reading along with its public hearing are scheduled for August 9, 2023.

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Applicant is requesting to rezone approximately 1.52 acres of land from T5 Urban

Center to SD Special District for the purpose of constructing a new carwash.

The Planning Commission reviewed this request at their June 21, 2023 meeting and voted 4-1 to recommend approval.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:

N/A - Motion will be provided at Second Reading scheduled for August 9, 2023.

ATTACHMENTS:
Ordinance 4012
Staff Report and Application

ORDINANCE NO. 4012

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM T5, URBAN CENTER TO SD, SPECIAL DISTRICT, FOR PROPERTIES LOCATED AT 101 AND 113 5TH AVENUE DRIVE EAST, A PORTION OF 102 MANATEE AVENUE EAST AND THE ENTIRETY OF 120 MANATEE AVENUE EAST; MORE PARTICULARLY DESCRIBED IN ATTACHED "EXHIBIT A"; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Constitution of the State of Florida, as revised in 1968, provides for and establishes municipalities and grants to those municipalities governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, render municipal services, and authorizes said municipalities to exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, The Municipal Home Rule Powers Act, implements by general law the authority and jurisdiction granted to municipalities by the Florida Constitution and establishes home rule for said municipalities; and

WHEREAS, Chapter 163, Florida Statutes, Part II, Local Government Comprehensive Planning/Land Development Regulations, requires, authorizes and empowers municipalities to prepare, adopt, amend and enforce Comprehensive Plans for the development of the City and empowering the City Council of the City of Bradenton to plan for the City's future development and growth in order to responsibly guide the future growth and development of the City, to implement adopted or amended Comprehensive Plans by the adoption of appropriate land development regulations and to establish, support and maintain procedures to carry out the provisions and purposes of said Statute; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, the City Council of the City of Bradenton duly designated its Planning Commission as the Local Planning Agency (LPA) for the City of Bradenton; and

WHEREAS, the City has adopted land use regulations and a land use atlas in order to implement the goals, objectives, and policies of the comprehensive plan, and

WHEREAS, the City amends such regulations and atlas from time to

time, and has adopted procedures by which to amend these documents, requiring a public hearing before the Planning Commission and City Council; and

WHEREAS, Bill Galvano, Esq., agent for Vott Partners, LLC and Bradenton Centre, LLC submitted a Zoning Atlas Amendment application to rezone properties located at 101 and 113 5th Avenue Drive East and a portion of 102 and the entirety of 120 Manatee Avenue East from T5 (Urban Center) to SD (Special District), as legally described in Exhibit "A" consisting of approximately 1.52 acres, attached hereto (the "Property"); and

WHEREAS, the LPA and the City Council have in preparation of the Amendment to the City's Zoning Atlas performed or caused to be performed, the necessary studies and surveys, the collection of appropriate data, the holding of such public hearings, workshops and meetings, as necessary, and have effectively provided for public participation, notice, and opportunity for oral and written comments; and

WHEREAS, the City of Bradenton's LPA held a public hearing on June 21, 2023 to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval; and

WHEREAS, based on the matters of record received by the City Council at the required public hearing pursuant to Section 166.041 Florida Statutes, held on July 26, 2023 and August 9, 2023 after proper notice, and finding the proposed Amendment to be consistent with the goals, objectives and policies of the City's Comprehensive Plan, as well as the requirements of Section 3.1.5 of the City's Land Use Regulations, the City Council, in the exercise of its home rule and statutory authority, has determined it necessary and desirable, in order to protect the public health, safety and welfare, to adopt said Amendment.

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

1. The recitals set forth above are true and correct and are hereby adopted as findings by the City Council for the adoption of this Ordinance. Based on such findings the City Council determines that the City of Land Use Atlas should be amended as described in Section 2 below.

2. The Zoning Atlas of the City of Bradenton is hereby amended, changing the classification of the Property from T5, Urban Center, to SD, Special District.

3. In the event any provision or portion of this Ordinance is declared by any Court of competent jurisdiction to be void, unconstitutional, or unenforceable, then, and in that event, all remaining provisions and portions of this Ordinance shall remain in full force and effect.

4. This Ordinance adopting the Amendment shall become effective, as provided by Florida law.

PASSED AND DULY ADOPTED BY A MAJORITY OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 9th DAY OF AUGUST, 2023.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

Planning Commission	June 21, 2023
City Council 1st Reading	July 26, 2023
City Council 2nd Reading	August 9, 2023

Local Planning Agency ad published	June 9, 2023
City Council 1st Reading ad published	July 14, 2023
City Council 2nd Reading ad published	July 28, 2023

EXHIBIT "A"

Legal Descriptions

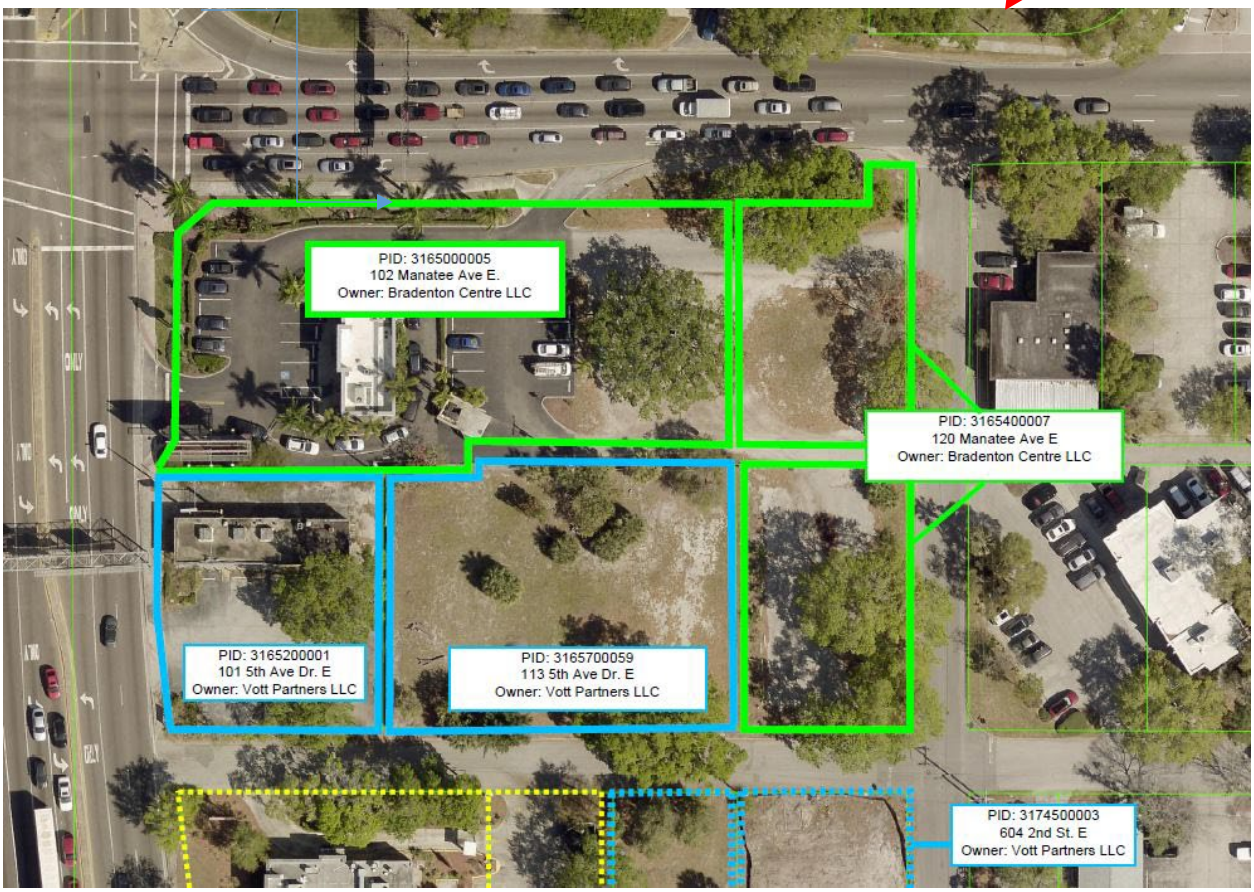
101 5TH AVENUE DR E, BRADENTON FL 34208-1913
Parcel ID: 3165200001
S 30 FT OF LOT 3, BLK A, HIGH SCHOOL ADDITION; LOT 16, LESS THE N 15 FT OF THE W 18 FT; LOT 17, LESS THE N 15 FT THEROF, AND ALSO LESS THAT PART OF LOT 17 TAKEN BY ST RD 55 WITHIN 53 FT OF THE CENTER LINE OF ST RD 55; ALSO LOT 18 LESS THE N 15 FT THEROF AND ALSO LESS H/W R/W FOR ST RD 55; BLK A, HIGH SCHOOL ADD PI#31652.0000/1

102 MANATEE AVE E, BRADENTON FL 34208-1930
Parcel ID: 3165000005
LOTS 1,2, LOT 3 LESS S 30 FT, LOTS 4, 5; LOTS 6 & 7 LESS ST RD R/W, N 12 FT OF LOT 15, ALSO N 15 FT OF W 18 FT OF LOT 16, N 15 FT OF LOT 17, N 15 FT OF LOT 18 LESS THAT PORTION FOR H/W R/W FOR ST RD 55 BLK A HIGH SCHOOL ADD PI#31650.0000/5

120 MANATEE AVE E, BRADENTON FL 34208-1930
Parcel ID: 3165400007
LOTS 8, 9, 10 & 11, BLK A, HIGH SCHOOL ADD, LESS H/W R/W FOR STATE RD NO 55; OFF OF LOT 9, SUBJ TO EASMT DESC IN OR 894 P 951 PI#31654.0000/7

113 5TH AVENUE DR E, BRADENTON FL 34208-1913
Parcel ID: 3165700059
LOTS 12, 13, 14 & 15 LESS THE N 12 FT OF LOT 15, BLK A HIGH SCHOOL SUBDIV A/K/A HIGH SCHOOL ADDITION TO MANATEE ACCORDING TO THE PLAT THEREOF REC IN PB 2 PG 41 PRMCF AND THAT VACATED ALLEY LYING BETWEEN LOTS 14 & 15, BLK A, HIGH SCHOOL SUBDIV A/K/A HIGH SCHOOL ADDISTION TO MANATEE ACCORDING TO THE PLAT THEREOF REC IN PB 2 PG 41 PRMCF (INST#202041096087) PI #31657.0005/9


Manatee County Map
Notes: Notes
Manatee County
Zoning
Staff Report Map


PID: 3165000005
102 Manatee Ave E.
Owner: Bradenton Centre LLC
PID: 3165400007
120 Manatee Ave E
Owner: Bradenton Centre LLC
PID: 3165200001
101 5th Ave Dr. E
Owner: Vott Partners LLC
PID: 3165700059
113 5th Ave Dr. E
Owner: Vott Partners LLC
PID: 3174500003
604 2nd St. E
Owner: Vott Partners LLC

RECEIVED
By Isabell Salazar at 2:07 pm, Jun 08, 2023

Zoning Atlas Amendment Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: Vott Partners LLC
Owner Address: 4054 Sawyer Road, Sarasota, FL 34233 Telephone: 941-321-2828
Name of Agent: Bill Galvano, Esq., Grimes Galvano
Agent Address: 1023 Manatee Avenue W., Bradenton, FL 34205 Telephone: 941-748-0151
Owner/Agent Email: bgalvano@grimesgalvano.com

PROPERTY INFORMATION (REQUIRED)

Property Address: 101 and 113 5th Avenue Drive East Bradenton, FL 34208
Parcel ID: 3165200001 and 3165700059 Acreage: Total project: 1.52 +/-
Current Use of Property: Vacant land, commercial
Proposed Use of Property: Car wash
Current Zoning: T5 - Urban Center Proposed Zoning: SD - Special District
*click to view Zoning map *click to view Zoning map

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process. Include one (1) electronic copy (pdf) of Application and all support materials.

- ▶ Zoning Atlas Amendment Application
- ▶ Application Fee: $5,520 ($4,000 if advertised concurrently with a FLUM Amendment)
- ▶ Notarized Property Disclosure of Interest Affidavit (see page 2 for Property Disclosure of Interest Affidavit)
- ▶ Letter of Request
- ▶ Notarized Agent Authorization Form, if applicable
- ▶ Findings of Fact/Review Criteria (see page 3 for Zoning Atlas Amendment Review Criteria)
- ▶ Ten(10) copies of Conceptual Plans of Proposed Development, if applicable
- ▶ Legal Description of Property

SIGNATURE (REQUIRED)

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Signature of Owner/Applicant 6/6/2023 Date

CITY STAFF ONLY

Application Fees:
Fee Required: **$5,520**
$4,000(if submitted with FLUM Amendment)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: X
Incomplete: ☐ _____

APPLICATION #: 231880

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

1ST CC READ: _____
2ND CC READ: _____
PC: _____
DRC: _____

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 101 and 113 5th Avenue Drive East, Bradenton, FL 34208

I, Gary Kompothecras, manager of Vott Partners LLC, the registered property owner(s) of the above noted property, do hereby authorize

Bill Galvano, Esq. — Print Name of Agent
Grimes Galvano — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

Owner(s) Address (if different than property above)

Signature of Agent

1023 Manatee Ave W., Bradenton, FL 34205; (941) 748-0151
Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 6 day of June 2023, produced _____ _____ respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Christina Brighenti, Notary Public
Print Name

Notary Public State of Florida
Christina Brighenti
My Commission GG 920820
Expires 01/26/2024

State of Florida
My Commission Expires: 01/26/2024

Zoning Atlas Amendment Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

CONTACT INFORMATION — REQUIRED

Name of Property Owner: Bradenton Centre LLC

Owner Address: 4054 Sawyer Road, Sarasota, FL 34233 Telephone: 941-321-2828

Name of Agent: Bill Galvano, Esq., Grimes Galvano

Agent Address: 1023 Manatee Avenue W., Bradenton, FL 34205 Telephone: 941-748-0151

Owner/Agent Email: bgalvano@grimesgalvano.com

PROPERTY INFORMATION — REQUIRED

Property Address: 102 and 120 Manatee Avenue East, Bradenton, FL 34208

Parcel ID: 3165400007 and a portion of 3165000005 Acreage: Total Project: 1.52+/- (Excluding Starbucks on other portion of 3165000005)

Current Use of Property: Vacant land, commercial

Proposed Use of Property: Car wash (portion)

Current Zoning: T5 - Urban Center *click to view Zoning map

Proposed Zoning: SD - Special District *click to view Zoning map

MATERIALS FOR REVIEW — REQUIRED

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process. Include one (1) electronic copy (pdf) of Application and all support materials.

- ► Zoning Atlas Amendment Application
- ► Application Fee: $5,520 ($4,000 if advertised concurrently with a FLUM Amendment)
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- ► Letter of Request
- ► Notarized Agent Authorization Form, if applicable
- ► Findings of Fact/Review Criteria (see page 3 for Zoning Atlas Amendment Review Criteria)
- ► Ten(10) copies of Conceptual Plans of Proposed Development, if applicable
- ► Legal Description of Property

SIGNATURE — REQUIRED

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Signature of Owner/Applicant Date 6/6/2023

CITY STAFF ONLY

Application Fees:
Fee Required: **$5,520**
$4,000(if submitted with FLUM Amendment)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

APPLICATION #: _____

REVIEW DATES - TO BE COMPLETED BY CITY STAFF

1ST CC READ: _____
2ND CC READ: _____
PC: _____
DRC: _____

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 102 and 120 Manatee Avenue East, Bradenton, FL 34208

I, Gary Kompothecras, manager of Bradenton Centre LLC, the registered property owner(s) of the above noted property, do hereby authorize

Bill Galvano, Esq. — Print Name of Agent
Grimes Galvano — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

Owner(s) Address (if different than property above)

1023 Manatee Ave W., Bradenton, FL 34205; (941) 748-0151

Signature of Agent

Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 16 day of June 2023, produced _____ _____ respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Christina Brighenti, Notary Public
Print Name

Notary Public State of Florida
Christina Brighenti
My Commission GG 920820
Expires 01/26/2024

State of Florida
My Commission Expires: 01/26/2024

GRIMES GALVANO
Grimes Hawkins Gladfelter & Galvano, P.L.
Attorneys at Law | Est. 1922

Caleb J. Grimes
Jack Hawkins
Leslie Horton Gladfelter
Bill Galvano
Derin Parks
Kyle W. Grimes
Neil G. Taylor
Stephen R. Josephik

Of Counsel
Mitchell O. Palmer

May 15, 2023

Via Electronic Mail
Robin Singer, Director
Department of Planning & Community Development
101 Old Main Street
Bradenton, FL 34205
robin.Singer@Bradentonfl.gov
Planning@Bradentonfl.gov

Re: LETTER OF REQUEST
Zoning Atlas Amendment Application
101 and 113 5th Avenue Drive East, Bradenton (PID: 3165200001 and 3165700059)
102 and 120 Manatee Avenue East, Bradenton (PID: 3165000005 and 3165400007)

Dear Ms. Singer:

On behalf of our client, Vott Partners LLC and Bradenton Centre LLC we are submitting for a rezone of the above-referenced property. In support of this submittal, enclosed please find the following:

1. Zoning Atlas Amendment Application for Vott Partners LLC and Bradenton Centre LLC including the notarized disclosure affidavits and agent authorizations;
2. Check in the amount of $5,520 representing the application fee;
3. Narrative addressing the review criteria;
4. Property legal description;
5. Preliminary Concept Plan;
6. Building rendering; and
7. Aerial of property with corresponding addresses.

Thank you for your assistance in processing this application. Should you have any questions or concerns please do not hesitate to contact me.

Sincerely

GRIMES GALVANO

By: _____
Bill Galvano, Esq.

ZONING ATLAS AMENDMENT APPLICATION

PROJECT NARRATIVE AND REVIEW CRITERIA

Vott Partners LLC
101 and 113 5th Avenue Drive East
Bradenton, FL 34208

Bradenton Centre LLC
120 and 102 Manatee Avenue East
Bradenton, FL 34208

The applicants, Vott Partners LLC and Bradenton Centre LLC (collectively, the "Applicant") are requesting a rezone for the development of property located at the southeast corner of 1st Street East and Manatee Avenue East, Bradenton, FL, consisting of the following parcels: 3165200001, 3165700059, 3165400007 and a portion of 3165000005 (the "Property"). The project will consist of the development of the 1.6+/- acre property to include the construction of a 5,000+/- square foot automated car wash with parking and vacuum stalls. Please note, the existing Starbucks at the corner of Manatee Avenue East and 1st Street East is on the remaining portion of parcel 3165000005 and will remain.

The Applicant is requesting a rezone of the Property from Urban Center (T5) to the Special District Zone (SD). In support of the zoning atlas amendment, the following Comprehensive Plan policies and land use regulations were analyzed:

A. Consistency with Comprehensive Plan

All Land Use Regulation Zoning District assignments shall be consistent with the Comprehensive Plan, including the Future Land Use Map and Future Land Use Element goals, objectives, and policies. The Land Use Regulation Zoning District assigned shall be consistent with the land use category of the Future Land Use Map.

RESPONSE: ***The subject property is located at the southeast corner of Manatee Avenue and 1st Street. The City of Bradenton Comprehensive Plan designates the Urban Central Business District (UCBD) Future Land Use Category for the subject property. Given that certain areas of the Urban Central Business District are located on major thoroughfare roadways that cater more to automotive traffic rather than pedestrian traffic, the City Council amended the Comprehensive Plan on December 15, 2021, to permit auto-oriented uses, specifically including but not limited to car washes, within the UCBD if "specifically authorized and approved by the City Council."***

Therefore, as authorized by the Comprehensive Plan, the Applicant is requesting to rezone to Special District, which includes car washes as a permitted use pursuant to Table 4.7 of the City of Bradenton's Form Based Code. As the subject property is located within a high vehicular travel area, the proposed use and zoning district are appropriate and consistent with the Comprehensive Plan.

FUTURE LAND USE ELEMENT

Goal 1 Future Land Use: Uses and intensities

A land use pattern which promotes the well-being of the community in regard to compatibility of adjacent uses, building types and residential densities, efficiency of utilities and roadways, harmony with the natural environment and protection from natural hazards.

RESPONSE: ***The proposed car wash within this high vehicular travel area is a compatible use for this portion of the city. Moreover, the car wash is compatible with the adjacent and nearby uses, which are more tailored to automotive traffic. Such uses include, but are not limited to, Starbucks Coffee (north-east adjacent), Kentucky Fried Chicken fast food restaurant (south adjacent), Wawa gas station (south), self-storage facility (west), and Manatee Memorial hospital (north). The proposed car will be fully surrounded by public rights of way, which will provide appropriate means of ingress/egress to the facility without hazard to the community.***

Policy 1.1.3 Urban Center Principles (Urban Core and Urban Central Business District)
The City shall enhance the unique aspects of Downtown Bradenton and address emerging redevelopment opportunities based upon the following design principles for urban centers:

- Provision of sufficient housing capacity, including affordable and workforce housing;

RESPONSE: ***N/A***

- Optimization of transportation infrastructure that promotes multimodal opportunities and recognizes the functional integration of the downtown urban center with adjacent neighborhoods;

RESPONSE: ***The proposed car wash is appropriate use along the two adjacent, major thoroughfares, Manatee Avenue East and 1st Streat East, which consist primarily of automotive traffic. The proposed plan will not adversely affect the pedestrian walkways along the perimeter of the project. The project will include aesthetically pleasing vegetative plantings along the perimeter of the project, including where adjacent to the pedestrian walkways.***

- Promotion of sustainable development practices; Promotion of historic preservation, including the preservation of historically significant structures in downtown. Encourage an urban scale, form and character that respects and integrates historically significant structures and districts

RESPONSE: ***The subject property is vacant and does not include any historic structures. Moreover, there are no historic structures in the immediately surrounding area.***

- Maintenance and promotion of aesthetics in design and urban form through height, bulk and scale standards for new development which are consistent with the established cityscape and skyline

RESPONSE: ***The proposed car wash building will not be inconsistent with other buildings in the area, which include but are not limited to relatively new fast-food restaurant buildings, a CVS building, a large self-storage facility, a multi-family complex and the Manatee Memorial Hospital. The subject property is not located within the downtown cityscape area.***

- Provision of public open space and urban recreational opportunities that encourage walkability throughout downtown and adjacent neighborhoods, including a pedestrian infrastructure and open space network that promotes ease of access to the waterfront; and

RESPONSE: ***The subject property is not located within the downtown Bradenton area. The project is in a high vehicular travel, not an area prone to heavy pedestrian traffic.***

- Provision of sufficient employment capacity.

RESPONSE: ***The proposed project will provide additional employment opportunities in the area.***

Policy 1.2.1. Establish a Future Land Use Map – Urban Central Business District

RESPONSE: ***As discussed above, the City of Bradenton Comprehensive Plan provides that the auto-oriented uses, specifically including but not limited to car washes, may be authorized in the Urban Central Business District if approved by the City Council.***

B. Consistency with Land Use Regulations

Land Use Atlas District designations shall be consistent with the purpose and intent of the Land Use Regulations.

RESPONSE: ***The proposed rezone to Special District (SD) and the construction of an automotive car wash is consistent with the applicable Land Use Regulations of the City of Bradenton's Form Based Code. As explained above, the Comprehensive Plan permits the City Council to approve on a case-by-case basis, a car wash on a property located within the Urban Central Business District. Of the available zoning districts within this area of the County, the Special District is the only zoning district that includes car washes as a permitted use. Moreover, pursuant to Section 3.5 of the Form-Based Code, the Special District zoning is applicable for property that cannot or should not conform to the requirements of any Transect Zone or combination of zones. The subject property is located in an area of the Urban Central Business District that is primarily characterized by heavy automobile traffic rather than pedestrian traffic as it is located at the intersection of two major thoroughfare roadways. Accordingly, an automobile-oriented use (i.e., a car wash), which is permitted by the Comprehensive Plan, is an appropriate use for the subject property, and can only be approved under the Special District designation. The site will also be designed in accordance with the specific design requirements set forth in Section 7.4.4 of the Form-Based Code and the proposed site plan shall establish***

appropriate setbacks for the subject site and will include enhanced buffers along the exterior property lines to provide appropriate screening and to provide for a visually appealing project.

C. Land Use Compatibility

The assigning of Land Use Regulation Zoning Districts shall promote the compatibility of adjacent land uses.

RESPONSE: ***The subject property is located adjacent to properties zoned T5 (Urban Center) and T4-O (General Urban Open). The property directly adjacent to the north-west has been developed with a Starbucks, which includes and drive through. The property to the south contains Kentucky Fried Chicken, a drive-through fast food restaurant. To the west of the site, there is an existing CVS and a large self-storage facility. Accordingly, the proposed Special District zoning with an automatic car wash is compatible with the existing adjacent uses, both of which primarily cater to automotive traffic.***

D. Provision of Adequate Public Facilities

The assigning of Land Use Regulation Zoning Districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in Land Use Regulations Section 4.1.1.5 shall be considered in assigning Land Use Regulation Zoning Districts and there shall be reasonable assurance that the demand for services allowed in the proposed Land Use Regulation Zoning District can be met.

RESPONSE: ***Water and sewer lines are located adjacent to the subject property and connection is anticipated to these utilities in accordance with Sections 4.1.1.5.b. and 4.1.1.5.c. Drainage will be designed to meet the requirements of Section 4.1.1.5. Solid waste will be designed to meet the requirements of Section 4.1.1.5.e.***

E. Public Interest

Land Use Regulation Zoning District designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

RESPONSE: ***The proposed zoning atlas amendment supports the Goals, Objectives, and Policies of the Comprehensive Plan and the regulations outlined in the City of Bradenton's Land Use Regulations. The zoning atlas amendment to SD promotes the intent of the Comprehensive Plan. These policies and the request promote the public health, safety and welfare as regulated by the Comprehensive Plan and the Land Use Regulations. The proposed rezone to SD and construction of an automatic car wash will not be in conflict with the public interest.***

Legal Descriptions

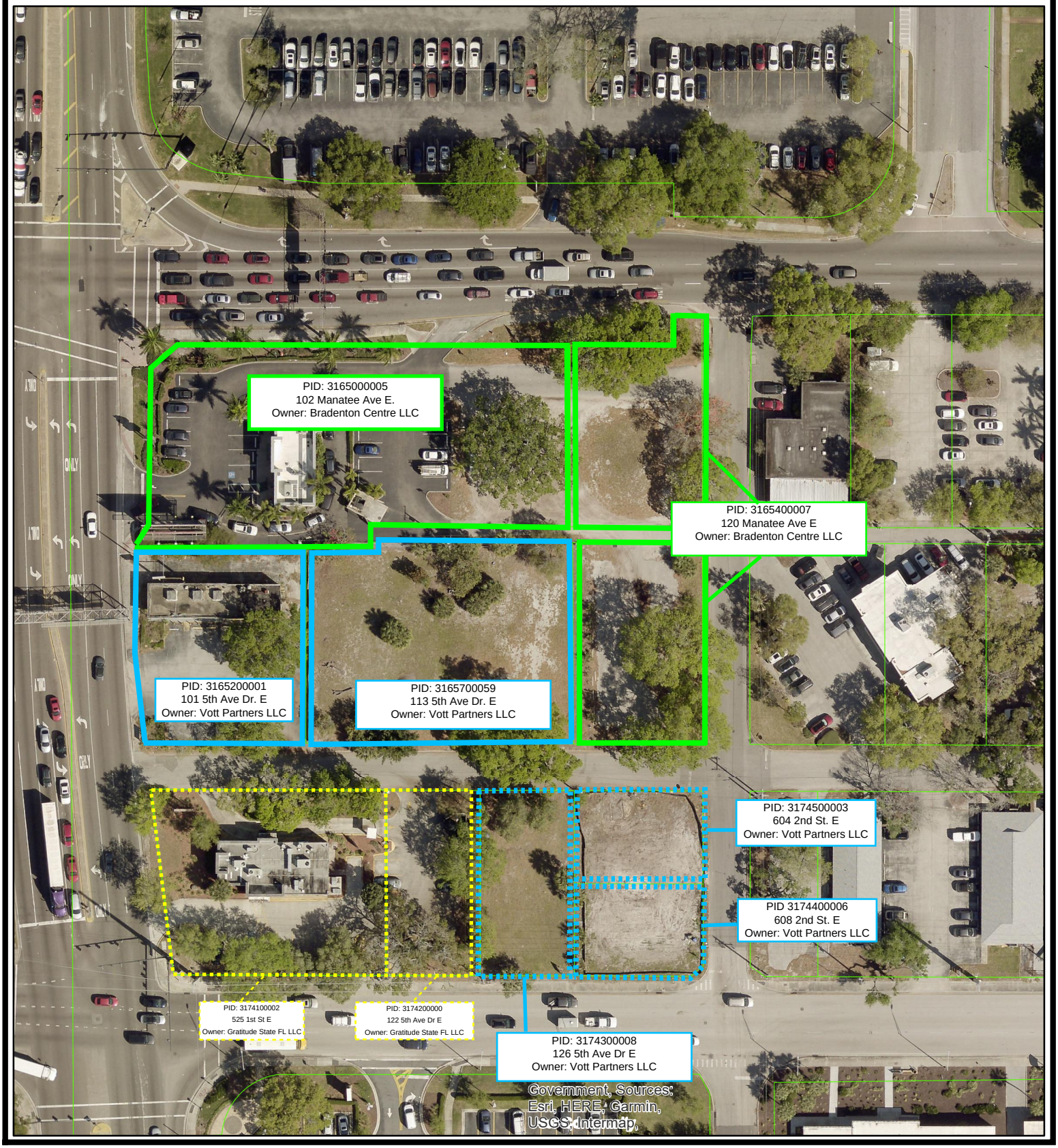
101 5TH AVENUE DR E, BRADENTON FL 34208-1913
Parcel ID: 3165200001
S 30 FT OF LOT 3, BLK A, HIGH SCHOOL ADDITION; LOT 16, LESS THE N 15 FT OF THE W 18 FT; LOT 17, LESS THE N 15 FT THEROF, AND ALSO LESS THAT PART OF LOT 17 TAKEN BY ST RD 55 WITHIN 53 FT OF THE CENTER LINE OF ST RD 55; ALSO LOT 18 LESS THE N 15 FT THEROF AND ALSO LESS H/W R/W FOR ST RD 55; BLK A, HIGH SCHOOL ADD PI#31652.0000/1

102 MANATEE AVE E, BRADENTON FL 34208-1930
Parcel ID: 3165000005
LOTS 1,2, LOT 3 LESS S 30 FT, LOTS 4, 5; LOTS 6 & 7 LESS ST RD R/W, N 12 FT OF LOT 15, ALSO N 15 FT OF W 18 FT OF LOT 16, N 15 FT OF LOT 17, N 15 FT OF LOT 18 LESS THAT PORTION FOR H/W R/W FOR ST RD 55 BLK A HIGH SCHOOL ADD PI#31650.0000/5

120 MANATEE AVE E, BRADENTON FL 34208-1930
Parcel ID: 3165400007
LOTS 8, 9, 10 & 11, BLK A, HIGH SCHOOL ADD, LESS H/W R/W FOR STATE RD NO 55; OFF OF LOT 9, SUBJ TO EASMT DESC IN OR 894 P 951 PI#31654.0000/7

113 5TH AVENUE DR E, BRADENTON FL 34208-1913
Parcel ID: 3165700059
LOTS 12, 13, 14 & 15 LESS THE N 12 FT OF LOT 15, BLK A HIGH SCHOOL SUBDIV A/K/A HIGH SCHOOL ADDITION TO MANATEE ACCORDING TO THE PLAT THEREOF REC IN PB 2 PG 41 PRMCF AND THAT VACATED ALLEY LYING BETWEEN LOTS 14 & 15, BLK A, HIGH SCHOOL SUBDIV A/K/A HIGH SCHOOL ADDISTION TO MANATEE ACCORDING TO THE PLAT THEREOF REC IN PB 2 PG 41 PRMCF (INST#202041096087) PI #31657.0005/9

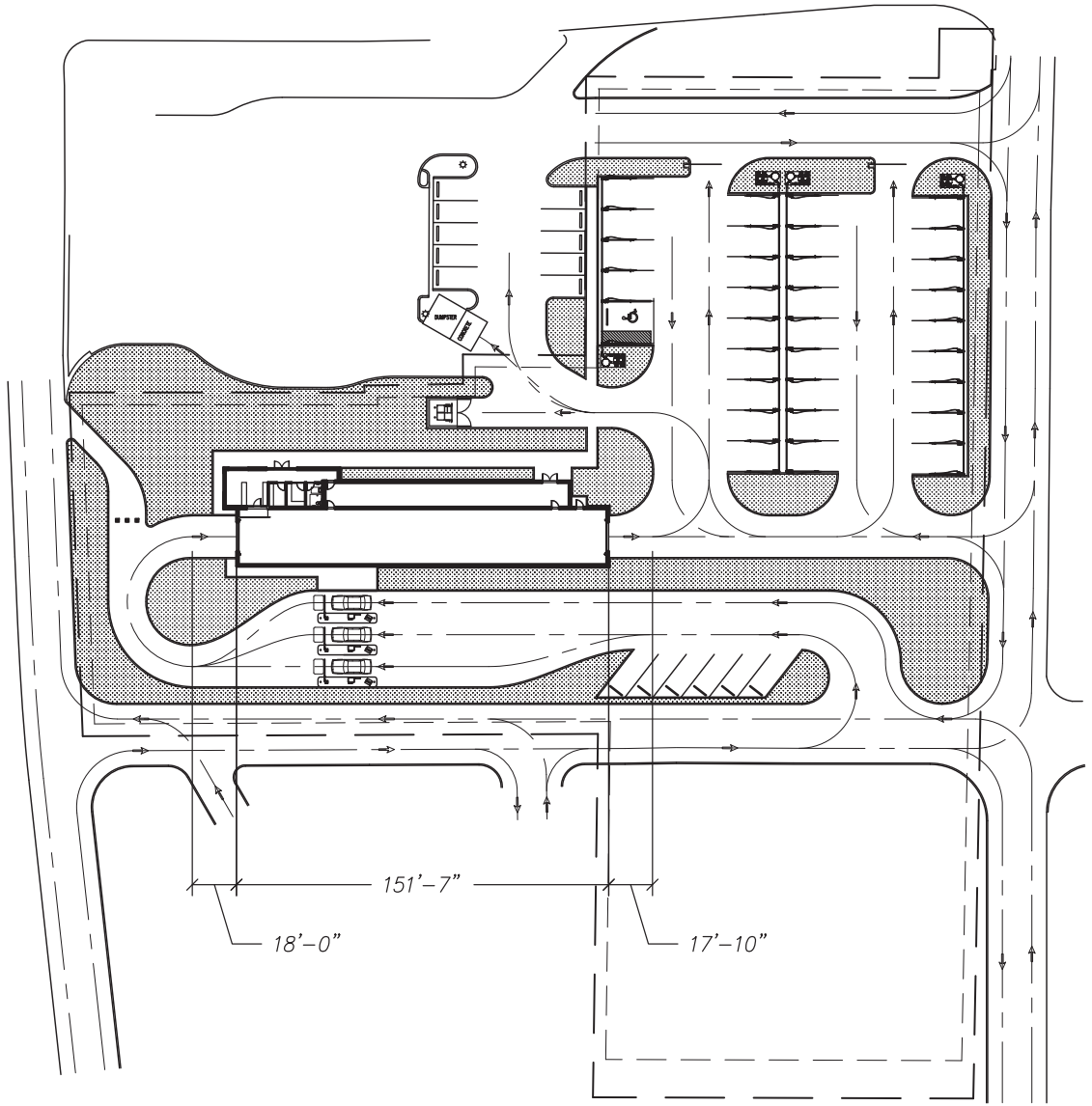
Manatee County Map



Notes: Notes

This map was developed by the Manatee County Geographic Information Systems Division. It is provided for general reference and is not warranted in any way. Errors from non-coincidence of features from different sources may exist. The Manatee County BOCC shall be held harmless for inappropriate or unintended uses of the information.

Manatee County
Zoning
Staff Report Map
Map Prepared 5/10/2022
1 inch = 94 feet



SITE LEGEND

- Handicap Parking
- Proposed Curb Site
- Boundary Line
- Center Line of Road
- Setbacks

GENERAL NOTES

1. All center line of road curb radii to be 23' unless otherwise noted.
2. All vacuum spaces are 11' unless otherwise noted.
3. All parking spaces are 9' unless otherwise noted.

PRELIMINARY PLAN NOTE

This plan has been prepared with the best available information provided by the customer, without the benefit of a survey in some cases. the engineer has not conducted any code research regarding, but not limited to, permitted uses, setbacks, buffers, access, required parking, landscaping, far, ISR, storm water management, utilities, right of way acquisition or easements to benefit accurate layout orientation and configuration.

DISCLAIMER

ALTHOUGH BUILDING CODES HAVE BEEN CONSIDERED IN DEVELOPING THIS DRAWING, VERIFICATION OF SITE SPECIFIC CONDITIONS AND COMPLIANCE WITH FEDERAL, STATE AND LOCAL BUILDING CODES IS THE EXCLUSIVE RESPONSIBILITY OF THE CUSTOMER AND/OR ARCHITECT AND ENGINEER. THESE DRAWINGS REFLECT REQUIREMENTS FOR SONNY'S, PECO, AND STI FURNISHED EQUIPMENT ONLY UNLESS OTHERWISE NOTED. PLEASE REFER TO OTHER MANUFACTURERS, IF ANY, FOR THEIR EQUIPMENT REQUIREMENTS.

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SITE LAYOUT

"DRAFT"

Scale: N.T.S.

CRTD DATE:	--
CRTD BY:	CW
REV DATE:	03.30.23
DWN BY:	CW
CHKD BY:	

CONCEPT

Location: FL

Project Number: Project Number

Project Name: Dr Gary - 5th Ave #14

Rev. -*-

Sheet 01


CAR WASH
OFFICE
ENTER


CAR WASH
EXIT
FREE
VACUUMS
FREE
VACUUMS


FREE
VACUUMS


EXIT
FREE
VACUUMS

City of Bradenton
Planning and Community Development Department
City Council Public Hearings
July 26, 2023 & August 9, 2023

Staff Report

Case Number:	LU.23.1880
Applicant:	Bill Galvano, Esq., of Grimes Galvano agent for Vott Partners, LLC and Bradenton Centre, LLC
Addresses:	101 and 113 5th Avenue Drive East & a portion of 102 and the entirety of 120 Manatee Avenue East
Parcel IDs:	3165200001, 3165700059, 3165400007 and a portion of 3165000005
Current Zoning:	T5 (Urban Center)
Future Land Use:	UCBD (Urban Central Business District)
Flood Zone:	X

Surrounding Property Zoning:

Current Zoning: North, South, East, West: T5 (Urban Center)

Future Land Use: North, South, East, West: UCBD (Urban Central Business District)

Bill Galvano, Esq., of Grimes Galvano agent of owner Vott Partners, LLC (101 and 113 5th Avenue Drive East) and Bradenton Centre, LLC (102, 120 and 124 Manatee Avenue East) has submitted an application for a Zoning Atlas Amendment (rezoning) for the above referenced addresses. The combined 1.52 acres are proposed to be rezoned from the T5 (Urban Center) district to SD (Special District) for the purpose of a new carwash.

The underlying Future Land Use designation of UCBD (Urban Central Business District), prohibits auto-oriented uses, such as car washes, unless located on US 301 or SR 64 (5th Avenue and 6th Avenue). In these areas, car washes must be authorized by City Council pursuant to the provision of the Land Use Regulations.

The subject properties are currently vacant land.

The characteristics of each zoning district are described below.

T5 – Urban Center Zoning District *(Existing Zoning Classification):*

T5 Urban Center is a Form Based Code transect that "consists of higher density mixed use buildings that accommodate retail, offices, rowhouses and apartments. It is meant to have a tight network of streets, with wide sidewalks, steady street tree planning and buildings set close to the sidewalks.

> General Character: Shops mixed with townhouses, larger apartment houses, offices, workplace, and civic buildings; predominately attached to buildings; trees within the public right-of-way; substantial pedestrian activity.
>
> Building Placement: Shallow setbacks or none; buildings oriented to street defining a street wall.
>
> Frontage Types: Stoops, Shopfronts, Galleries
>
> Typical Building Height: 3 to 5 story with some variation
>
> Type of Civic Space: Parks, plazas and squares, median landscaping

While auto oriented uses currently exist in the built environment of the T5 transect, the only permitted auto oriented use is a parking lot/garage, while service stations, auto sales/rental, drive throughs and automotive specialty all require Special Use approval from City Council (Table 1).

f. OTHER: URBAN FARMING	T3	T4-R	T4-O	T5	T6	SD
Grain/Food Storage						P
Greenhouse < 200 sq. ft.	P	P	P			P
Veterinary Clinic		P	P	P	SU	P
g. OTHER: AUTOMOTIVE						
Service Station/Repair			SU	SU		SU
Car Wash						P
Auto Sales/Rental				SU		P
Drive -Through Facility			SU	SU	SU	P
Parking Lot/Garage			P	P	P	SU
Automotive Specialty			SU	SU		SU
Shopping Center						SU
Shopping Mall						SU

Table 1: Excerpt from Table 4.7: Specific Function and Use, Bradenton Form Based Code

SD – Special District *(Proposed Zoning Classification):*

A Special District is defined as "an area that, by its intrinsic function, disposition, or configuration, cannot or should not conform to one or more of the normative community types or transect zones specified by the Code. Special Districts may be mapped and regulated at the regional scale or community scale."

As the proposed request is being considered by Planning Commission and City Council, both bodies need to consider whether the intent of the Special District is being met. Particularly, whether the subject property and request represents an area where the intrinsic function, disposition, or configuration, cannot or should not conform to one or more of the normative community types or transect zones in the Code. From a staff perspective, the subject parcel once functioned as a commercial retail location and therefore could function in this manner again—it appears that the criteria for establishing a Special District is not met. Further, the small number of parcels included in the request do not appear to meet the regional or community scale standard, particularly along with the stated intention of single-use development.

UCBD – Urban Central Business District *(Future Land Use Classification):*

The UCBD is the most intensely developed area of the City. It includes the Central Business District, Riverwalk, the West Historic District. Together, there sub-areas form the downtown of the City and provide a vital place for social, cultural, and economic interchange. The Urban Core is also a hub for governmental and civic uses.

The Comprehensive Plan states that "the purpose of the UCBD category is to establish, define, promote, and facilitate the redevelopment and enhancement of the City's primary and historical urban center. The UCBD land use category is further intended to implement the downtown and general redevelopment goals, objectives, and policies of the Future Land Use Element as well as to promote the accomplishment of the City's Redevelopment Area (CRA) designation for the downtown area and the implementation of redevelopment plans, studies, and regulations.

The UCBD allows and encourages a mixture and range of uses generally associated with or considered compatible with traditional urban core central business districts, particularly those that are pedestrian friendly, and not necessarily catering to automobile traffic. Proposed users within the area encourage the development of a lively, mixed-use, walkable downtown that

effectively serves Bradenton residents, merchants, visitors, and employees. Permitted Uses include: offices, personal and professional services, commercial, parks, entertainment venues, civic uses, climate controlled mini storage facilities that are vertically mixed with other permitted uses (not permitted as stand alone uses), retail, public and semi-public facilities, educational, institutional, restaurants, parks, recreation, and entertainment venues, and medium to high density residential uses. Auto oriented uses such as gas stations, car washes, vehicles sales, auto repair, vehicle storage, and drive-thru's are prohibited unless located on US 301 or SR 64 (5th Avenue and 6th Avenue) a specifically authorized and approved by the City Council pursuant to the provision of the Land Use Regulations. Outdoor storage is prohibited."

Purpose and Intent of the Form Based Code:

Section 1.3 of the Form Based Code describes the intent and purpose of the Code. Section 1.3.2.a states that neighborhoods and urban areas should be compact, pedestrian-oriented, and contain a mix of uses. 1.3.2.b states that districts specializing in a single use should be the exception, while 1.3.2.c states that ordinary activities of daily living should occur within walking distances of most dwellings, allowing independence to those who do not drive. While describing the Block and the Building (1.3.3), the finest scale at which the code considers urban form, the Code states:

a. That buildings and landscaping should contribute to the physical definition of thoroughfares as civic places.
b. That development should adequately accommodate automobiles while respecting the pedestrian and the spatial form of public areas.

Section 1.3 is clear that areas governed by the Form Based Code are meant to develop in ways that are safe and appealing for pedestrian modes of travel. Development should be held to high architectural standards (outlined in Chapter 5) and be targeted towards the needs of daily living, contributing to "an environment that features multiple mobility modes, more efficient use of public funds, health benefits of a pedestrian environment, historic preservation, education and recreation, reduction in sprawl development, and a more durable and resilient built environment" (1.4.2).

Land Use Regulations:

The following sections of the Land Use Regulations describe necessary conditions for assigning or amending land use districts in the City:

"3.1.5 *Criteria for land use atlas district designations*. Land within the city shall be assigned a land use atlas district designation from the list of standard land use atlas districts in section A. [sections 3.1.1 through 3.1.3] above. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner pursuant to section 2.2.5 land use atlas amendment.

3.1.5.1 *Consistency with the comprehensive plan.* All land use atlas district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The land use atlas district assigned shall be consistent with the land use category of the future land use map.

3.1.5.2 *Land use compatibility.* The assigning of land use atlas districts shall promote the compatibility of adjacent land uses.

3.1.5.3 *Adequate public facilities*. The assigning of land use atlas districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of service standards set forth in section 4.1.1.5 shall be considered in assigning land use atlas districts and there shall be reasonable assurance that the demand for services allowed in the proposed land use atlas district can be met.

3.1.5.4 *Public interest*. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

3.1.5.5 *Consistency with LURs.* Land use atlas district designations shall be consistent with the purpose and intent of these LURs."

Surrounding Environment/Properties:

The subject properties lie on the east side of 1st Street East (Tamiami Trail) between Manatee Avenue East and 5th Avenue Drive East. It should be noted that 1st Street East contains a divider separating the northbound and southbound traffic lanes, with eastbound turning access only located at Manatee Avenue East and 6th Avenue East.

Adjacent land uses to the subject properties include:

- North: Starbucks with drive-thru
- South Kentucky Fried Chicken with drive-thru and a vacant lot
- East: Vacant office building and a medical clinic

- West: CVS Drug Store and a mixed-use development containing The Lock-Up Self Storage and Phenix Salon

Overall, the general area is a mix of primarily civil support, office, medical, residential, and retail, and drive thru uses and a limited number of automotive uses (WaWa) as listed in the Form Based Code.

Summary and Recommendation:

It appears that the proposed rezoning request does not meet the intent of the Special District zoning classification. Based on the submitted application materials, the applicant is requesting the zoning change for the subject properties to accommodate a specific use type (car wash), while the intent of the Special District is for redevelopment of a property or area that cannot conform to one or more of the normative community types or transect zones in the Code. It should be noted that as recently as 2021, a retail building and parking lot were in existence on a portion of the subject rezoning area. Further, all adjacent land uses and most of those in the general vicinity of the subject properties are meeting the Form Based Code use types either as a Permitted Use or Special Use.

Because the proposed Zoning Atlas Amendment (rezoning) request does not meet the intent of the Form Based Code's description of a Special District, the overall intent of the Urban Central Business District Future Land Use Category, and that the Comprehensive Plan states that car washes are prohibited unless approved by City Council, staff recommends **denial** of the proposed request.

Respectfully submitted,

Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Aerial Map

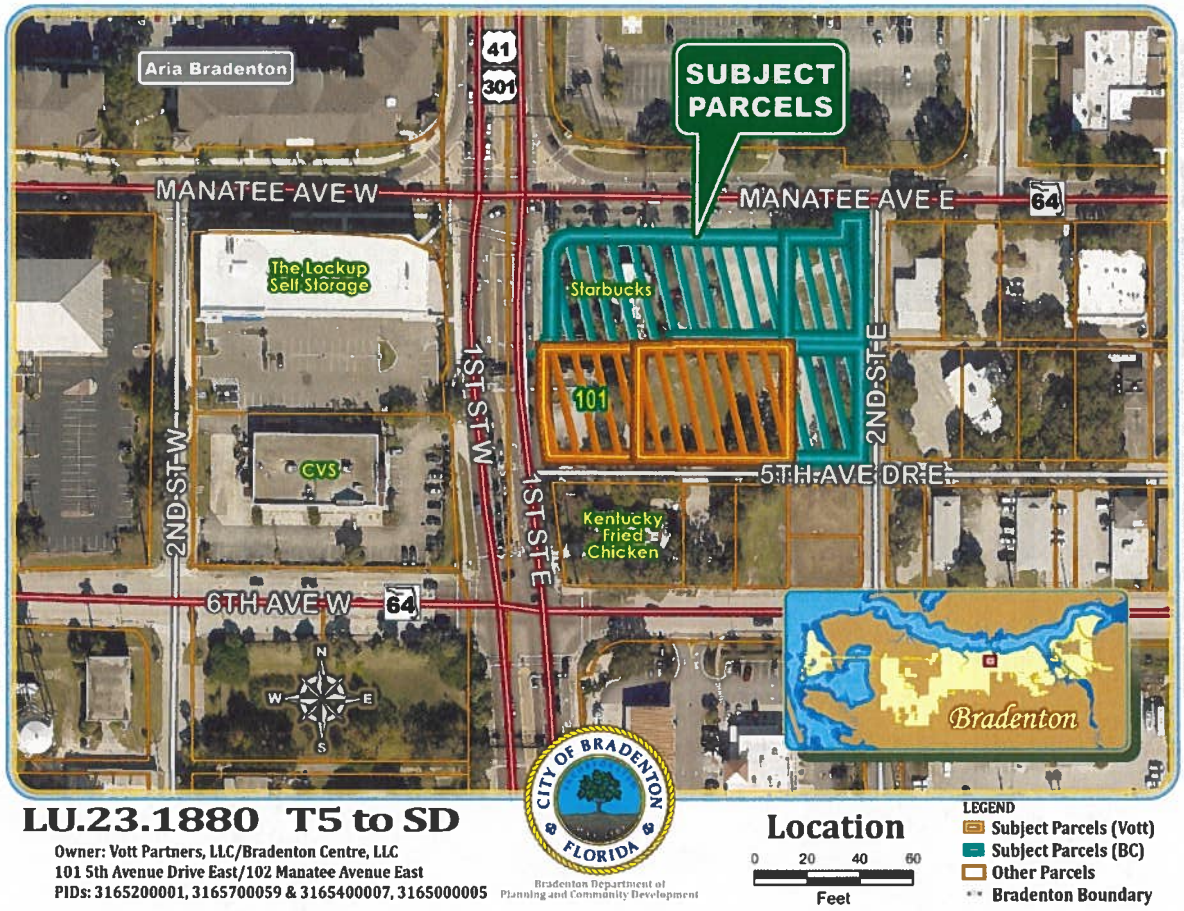
Exhibit E: Form Based Code Use Table

Exhibit F: Submitted Aerial Map

Exhibit G: Conceptual Site Plan

Exhibit H: Conceptual Building Elevations

Exhibit "A"
Location Map



LU.23.1880 T5 to SD

Owner: Vott Partners, LLC/Bradenton Centre, LLC
101 5th Avenue Drive East/102 Manatee Avenue East
PIDs: 3165200001, 3165700059 & 3165400007, 3165000005

Bradenton Department of Planning and Community Development

Exhibit "B"
Future Land Use Map

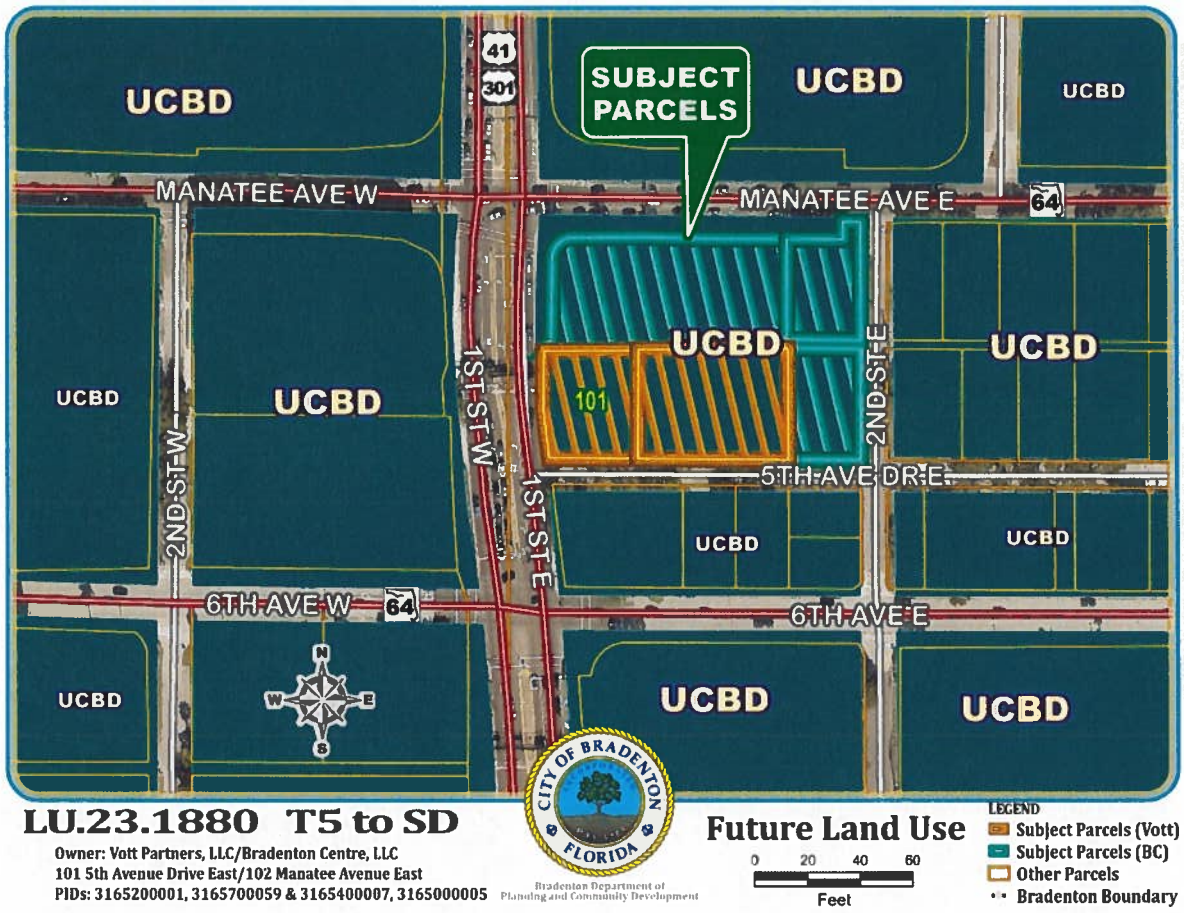


Exhibit "C"
Zoning Map

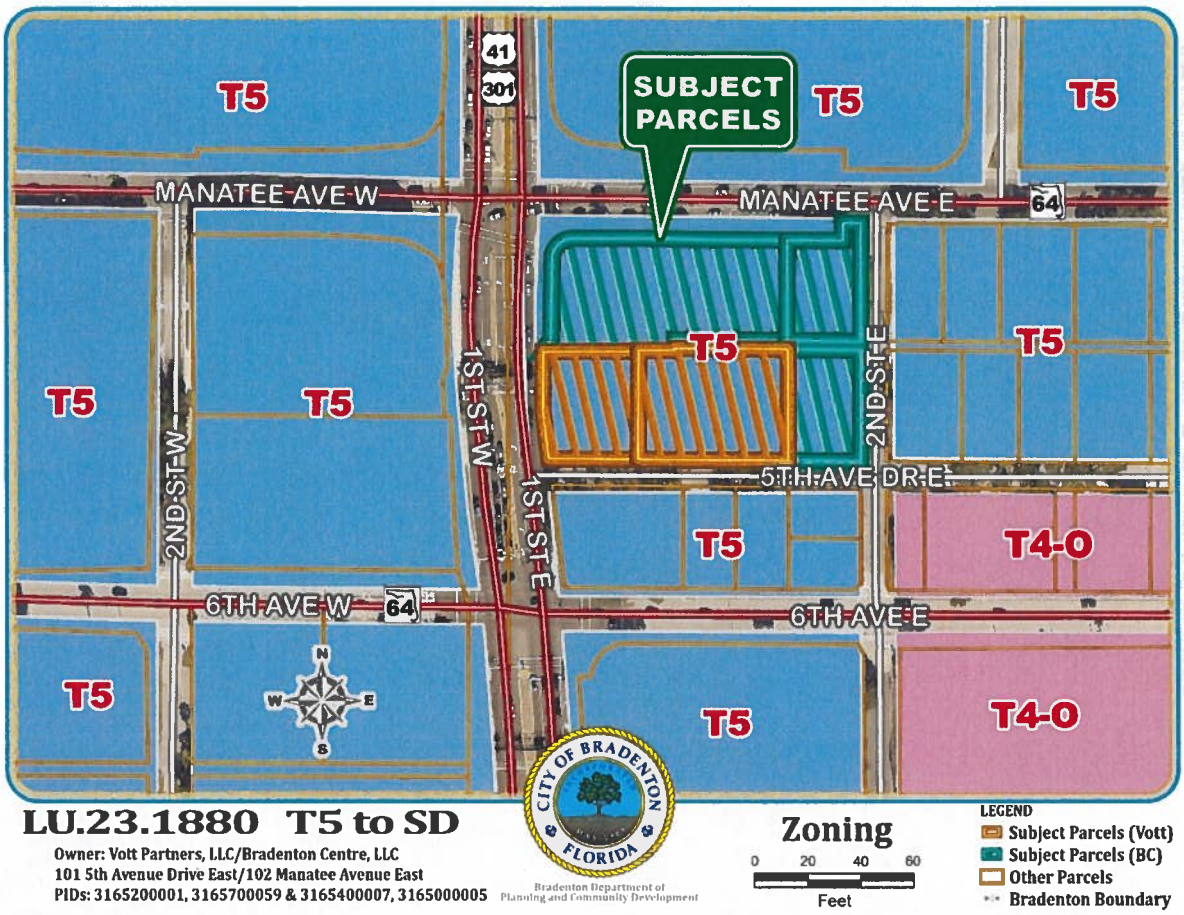


Exhibit "D"
Aerial Map



Source: Google

Exhibit "E"
Form Based Code Use Table

TABLE 4.7. SPECIFIC FUNCTION & USE

TABLE 4.7: Specific Function & Use. This table delegates specific Functions and uses within Transect Zones.

	T3	T4-R	T4-O	T5	T6	SD
a. RESIDENTIAL						
Multi-Family		P	P	P	P	
Single Family Attached		P	P	P	P	
Single Family Semi-Detached		P	P	P		
Single Family Detached	P	P	P	P		
Accessory Unit	P	P	P	P		
b. LODGING						
Hotel (no room limit)				P	P	SU
Inn (up to 10 rooms)		SU	SU	P	P	
Bed & Breakfast (up to 6 rooms)	SU	P	P	P		
Boarding House		SU	SU	SU	SU	SU
School Dormitory	SU	P	P	P	P	P
c. OFFICE						
Office Building			P	P	P	SU
Live-Work Unit		P	P	P	P	SU
d. RETAIL						
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P
Push Cart				SU	SU	SU
Lounge			SU	SU	SU	SU
e. CIVIC						
Convention Center				SU	SU	P
Conference Center				SU	P	P
Exhibition Center			SU	SU	SU	P
Fountain or Public Art	P	P	P	P	P	P
Library		P	P	P	P	P
Live Theater			P	P	P	P
Movie Theater			P	P	P	P
Museum			SU	P	P	P
Indoor Amusement Center			SU	SU	SU	SU
Outdoor Amusement Center			SU	SU	SU	SU
Outdoor Auditorium			SU	P	P	P
Passenger Terminal			SU	SU	SU	P
Playground	P	P	P	P	P	P
Sports Stadium			SU	SU	SU	P
Surface Parking Lot		P	P	P	P	P
Club		SU	SU			SU
Religious Assembly[2]	SU	SU	SU	P	P	SU

	T3	T4-R	T4-O	T5	T6	SD
f. OTHER: URBAN FARMING						
Grain/Food Storage						P
Greenhouse < 200 sq. ft.	P	P	P			P
Veterinary Clinic		P	P	P	SU	P
g. OTHER: AUTOMOTIVE						
Service Station/Repair			SU	SU		SU
Car Wash						P
Auto Sales/Rental				SU		P
Drive -Through Facility			SU	SU	SU	P
Parking Lot/Garage			P	P	P	SU
Automotive Specialty			SU	SU		SU
Shopping Center						SU
Shopping Mall						SU
h. OTHER: CIVIL SUPPORT						
Fire Station	SU	SU	P	P	P	P
Police Station	SU	SU	P	P	P	P
Cemetery	SU	SU	SU	SU	SU	P
Funeral Home			SU	P	P	P
Hospital				SU	SU	P
Medical Clinic		P	P	P	P	P
Marina		SU	SU	SU	SU	SU
i. OTHER: EDUCATION						
College			SU	SU	SU	P
Schools, Public & Private[3]	SU	SU	SU	SU	SU	P
Business Training Schools			P	P	P	P
Educational	SU	SU	SU	SU	SU	SU
Cultural			SU	SU	SU	SU
Other- Childcare Center[2&3]	SU	SU	SU	SU	SU	SU
j. OTHER: INDUSTRIAL						
Heavy Industrial Facility						P
Light Industrial Facility			SU	SU		P
Laboratory Facility			SU	SU		P
Water Supply Facility						P
Sewer and Waste Facility						P
Electric Substation	SU	SU	SU	SU	SU	P
Wireless Transmitter			SU	SU	SU	SU
Cremation Facility						P
Warehouse			SU	SU		P
Produce Storage						P
Heating & Fuel Storage						P
Ice Plant				SU		SU
Mini-Storage (4)			SU	P		P

P = PERMITTED SU = SPECIAL USE BLANK = NOT ALLOWED

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.
2. Adult and child day care centers with six or fewer clients and "Family Day Care Home" as defined and licensed by HRS are exempt from zoning requirements.
3. Day care centers, schools, churches, and other religious establishments cannot be located within 500 feet of any Adult Entertainment Establishment.
4. Mini storage facilities are permitted when located above ground floor retail, restaurant, or office uses. At least 50% of the ground floor office use must be for a use other than the office for the mini storage facility. Mini storage is not permitted as a stand alone use; it must be vertically mixed.

Exhibit "F"

Submitted Aerial Map

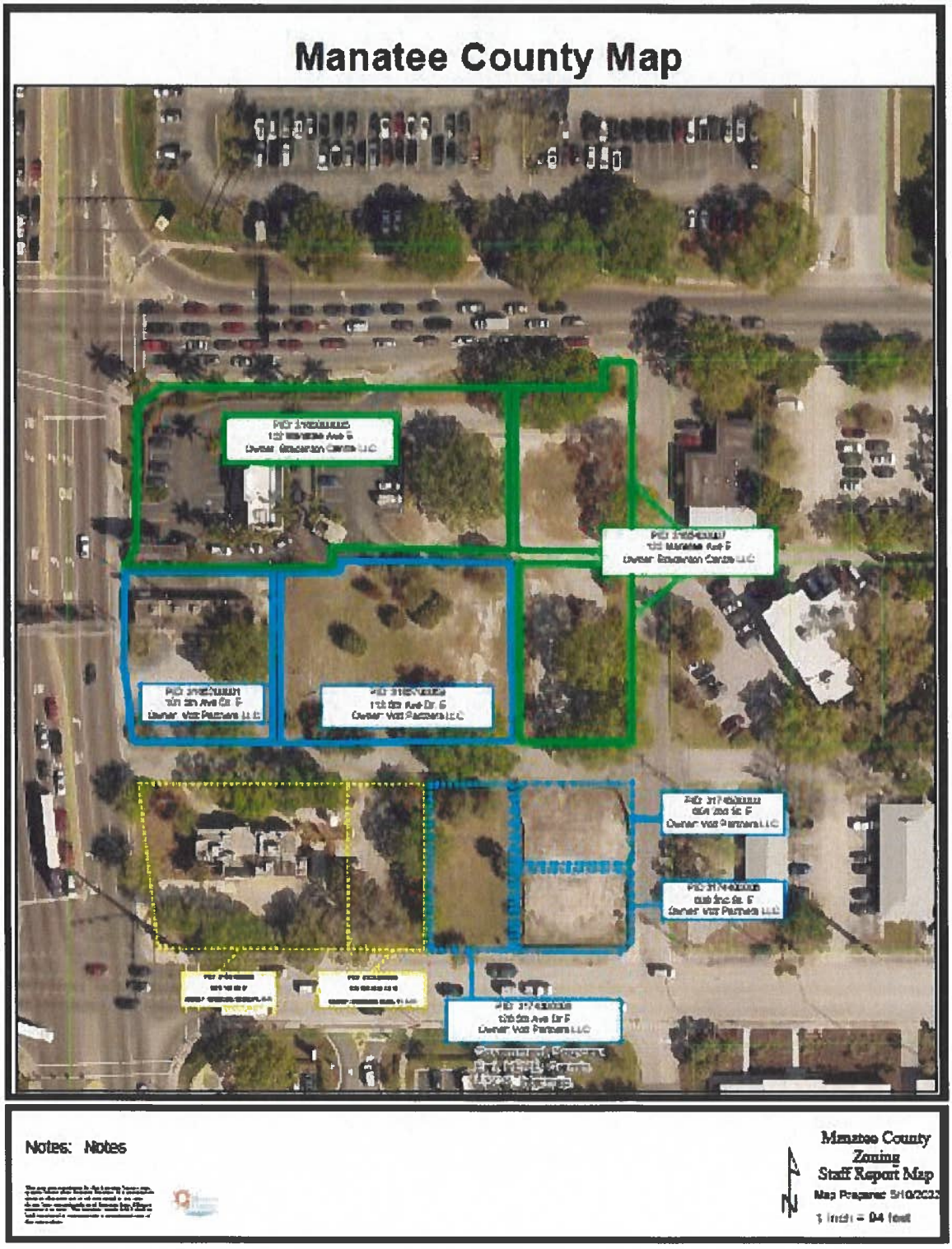


Exhibit "G"
Conceptual Site Plan

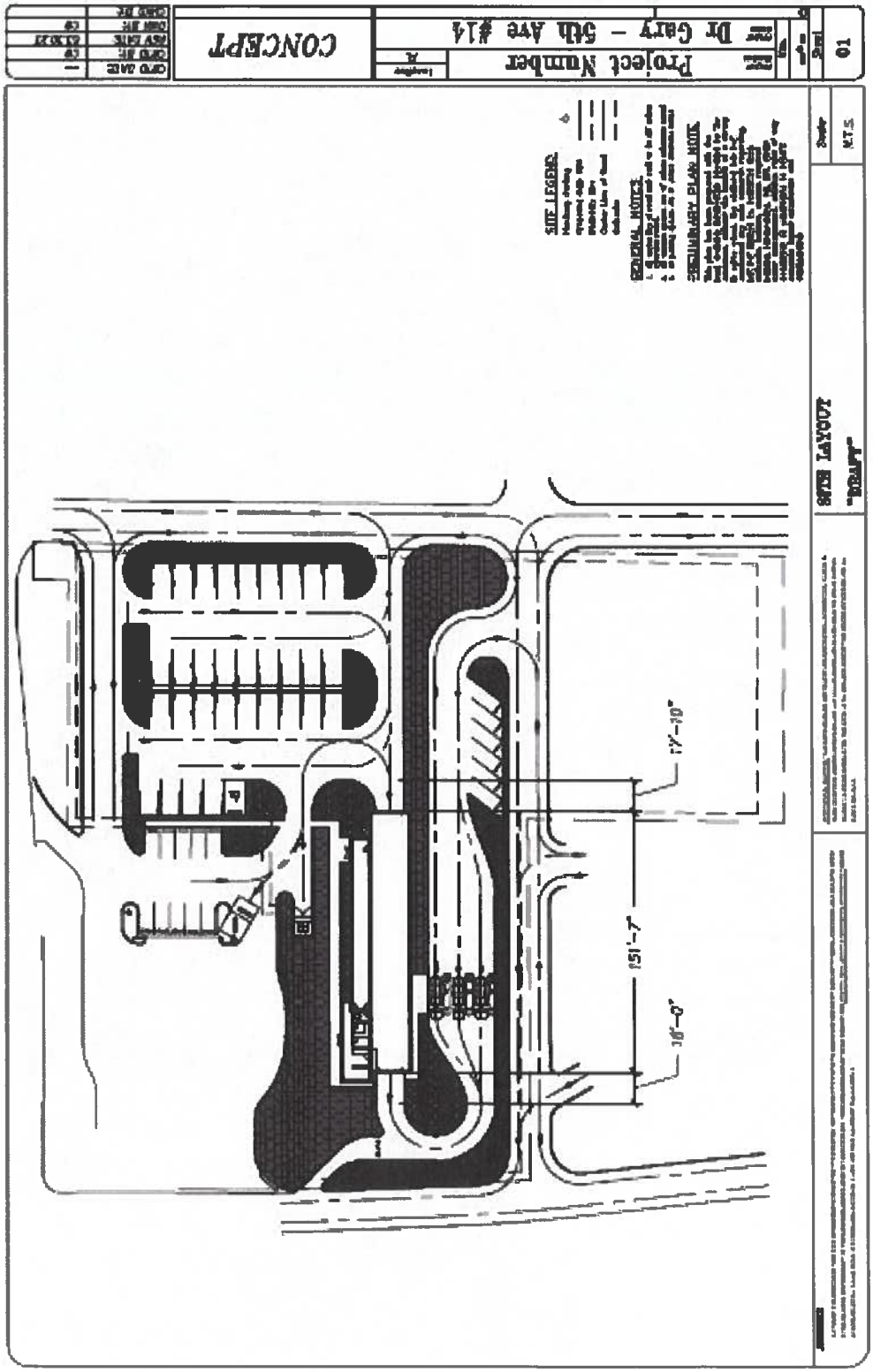


Exhibit "H"
Conceptual Building Elevations



AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Pam Skelding, Administrative Services

ITEM TYPE: Miscellaneous

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Community Development Block Grant (CDBG) 2023-24 Proposed Use of Funds - PUBLIC HEARING

SUGGESTED ACTION: Open and close the Public Hearing. City Council may also submit comments on the uses of the CDBG funding during this time.

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
This Public Hearing is to gather comments regarding the proposed use of CDBG funding for the 2023-24 program year that begins October 1, 2023. The proposed use of funds was advertised on July 13 and 14, 2023 in the Bradenton Herald, La Gaceta and Tempo News newspapers. City residents are able to submit comments in person at this Public Hearing, or by calling, emailing, or mailing Pamela Skelding, Family and Community Outreach Program Administrator.

FINANCIAL IMPACT:
The City has been awarded $441,288 in CDBG funds for the 2023-24 program year, which begins October 1, 2023.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
CDBG Proposed Use of Funds

City of Bradenton
Community Development Block Grant (CDBG)

2023-24 Proposed Use of Funds

Entitlement Amount: $441,288

Funding Rules and Caps

Program Administration Cap – 20% of Grant

Public Service Cap – 15% of Grant

2023-24 Funding Cap Levels

Administration - **$88,257**

Public Service - **$66,193**

Recommendations –Public Service Programs

	Requested	Recommended
Salvation Army HOT Beds	$50,000	$15,000
Salvation Army Homeless Prevention	$50,000	$26,393
Meals on Wheels Unfunded Senior Meals	$24,800	$24,800
Total Public Service		**$66,193**

Recommendations – Non-Public Service Programs

	Requested	Recommended
Habitat for Humanity Affordable Home Ownership	$300,000	$191,837
Bradenton Police Department Code/Blight Enforcement Officer	$95,000	$95,000
City of Bradenton Program Administration	$88,257	$88,257
NON-PUBLIC SERVICE TOTAL		**$375,094**

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Tamara Melton, City Administration

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4013 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 26, ARTICLE II, SECTION 26-38, DISASTER EMERGENCIES; COUNCIL RESPONSIBILITY, TO ALLOW THE MAYOR OR VICE-MAYOR TO DECLARE A DISASTER EMERGENCY AND ISSUE EMERGENCY ORDERS IN THE EVENT THE QUORUM OF CITY COUNCIL CANNOT BE ATTAINED IN PERSON WITHIN A REASONABLE TIME; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at this meeting. This is the required first reading of the Ordinance. The second reading and public hearing is scheduled for August 9, 2023.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Ordinance 4013 would revise Section 26-38 of the Code of Ordinances for the City of Bradenton to allow the Mayor or Vice-Mayor to declare a state of emergency, in the event a quorum of the City Council not be attained in person within a reasonable time.

FINANCIAL IMPACT:
None.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed and approved.

SUGGESTED MOTION:
No action is required at this meeting. This is the required first reading of the Ordinance. The second reading and public hearing is scheduled for August 9, 2023.

ATTACHMENTS:
Ordinance 4013

ORDINANCE NO. 4013

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 26, ARTICLE II, SECTION 26-38, DISASTER EMERGENCIES; COUNCIL RESPONSIBILITY, TO ALLOW THE MAYOR OR VICE-MAYOR TO DECLARE A DISASTER EMERGENCY AND ISSUE EMERGENCY ORDERS IN THE EVENT THE QUORUM OF CITY COUNCIL CANNOT BE ATTAINED IN PERSON WITHIN A REASONABLE TIME; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 252.38, Florida Statutes, states that "safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the State; and

WHEREAS, Section 252.38(3)(a)5, Florida Statutes, provides circumstances under which political subdivisions have the power and authority to waive procedures and formalities otherwise required; and

WHEREAS, Section 26-38 of the City's Code of Ordinances provides for the city council to declare a disaster emergency and to take other actions to protect the public health, safety and welfare during a declared disaster emergency;

WHEREAS, it is necessary and in the best interest of the City to amend Section 26-38 of the City's Code to allow the mayor or vice-mayor to declare a disaster emergency and issue emergency orders in the event a quorum of the members of city council cannot be attained in person within a reasonable time.

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Amended Code Language.

A. Chapter 26, Article II, Section 26-38, Disaster emergencies; council responsibility, shall be revised as follows:

Sec. 26-38. Disaster emergencies; council responsibility.

(a) The city council is responsible for meeting the dangers presented to the city and its people by a disaster emergency. The city council may issue proclamations or resolutions and regulations, and amend or rescind them, in the fulfillment of this responsibility, and these proclamations or resolutions and regulations shall have the force and effect of law during the period for

which they are effective. During the continuance of a state of disaster emergency, the director shall have direct responsibility for the coordination of all disaster emergency relief activities and efforts, subject only to the direction and control of the council.

(b) A disaster emergency shall be declared by proclamation or resolution of the city council if it finds that a disaster emergency has occurred or that the occurrence or the threat thereof is imminent. The state of disaster emergency shall continue until the city council finds that the threat or danger has been dealt with to the extent that the disaster emergency conditions no longer exist and the city terminates the state of disaster emergency by proclamation or resolution, but no state of disaster emergency may continue for longer than seven days unless renewed by the proclamation or resolution by the council. In such an event, the renewal may run for periods of 48 hours, as long as the state of disaster emergency continues to exist. At the same time that the state of disaster emergency is declared, the mayor shall convene the council in special meeting at which the director shall report to the council all facts and circumstances concerning the disaster emergency and the director's recommendations in connection therewith.

A proclamation or resolution issued under this subsection shall indicate the nature of the disaster emergency, the area or areas of the city threatened by it, and the conditions which have brought it about, or which make possible the termination of the state of disaster emergency. A proclamation or resolution issued under this subsection shall be promptly disseminated by means calculated to bring it to the attention of the general public and, unless the circumstances attendant upon the disaster prevent or impede, it shall be promptly filed with the clerk of the circuit court.

(c) In the event the director determines that there exists a disaster emergency and finds that a quorum of the city council cannot be attained in person within a reasonable time to take needed action, the city council delegates authority to declare a state of local emergency and to issue emergency orders necessary to protect the public health, safety and welfare during the disaster emergency:

(1) To the mayor; or

(2) If the mayor is unavailable, to the vice-mayor; or

(3) If the mayor and vice-mayor are unavailable, to the city administrator.

(d) Whenever a mock or practice disaster alert is to be called for by the director, for the purpose of training and exercising a segment of the people located within the city, then the director shall notify the mayor. In that case, no state of disaster emergency will exist, and no proclamation or resolution shall be issued.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 herein upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 9TH DAY OF JULY, 2023.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

FIRST READING	July 26, 2023
PUBLICATION DATE	July 28, 2023
SECOND READING	August 9, 2023

AGENDA ITEM NO. 7.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Tamara Melton, City Administration

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT:

ORDINANCE 4011 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, OF THE CODE OF ORDINANCES, ENTITLED "VACATION RENTALS;" AMENDING SECTION 22-51, TO AMEND THE DEFINITION OF "VACATION RENTAL;" AMENDING SECTION 22-52(a) TO EXTEND THE DEADLINE FOR OBTAINING A CERTIFICATE OF REGISTRATION; AMENDING SECTION 22-61 REGARDING POSTING REQUIREMENTS; AMENDING SECTION 22-62 REGARDING PARKING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
On February 9, 2022 Ordinance No. 3093 was passed by City Council to regulate Short Term Vacation Rentals operating within the City of Bradenton. On July 20,

2022 Ordinance No. 4001 was adopted to clarify and streamline the registration process. Due to delays in the implementation of the Host Compliance registration system, short term vacation rental owners have been unable to comply with the registration deadline of January 31, 2023. Additionally, it has been determined that it is in the best interests of the City that the exclusion of condominiums be removed in order to ensure the safety of renters of said short term rental condominium units, and surrounding unit owners. At the June 14, 2023 meeting, City Council requested Attorney Rudacille to revise Ordinance 4011 to include parking requirements for recreational vehicles, boats and trailers. Those revisions were made and are included for the second reading and public hearing for Ordinance 4011.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved.

SUGGESTED MOTION:
Motion to approve Ordinance 4011.

ATTACHMENTS:
Ordinance 4011

ORDINANCE NO. 4011

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, OF THE CODE OF ORDINANCES, ENTITLED "VACATION RENTALS;" AMENDING SECTION 22-51, TO AMEND THE DEFINITION OF "VACATION RENTAL;" AMENDING SECTION 22-52(a) TO EXTEND THE DEADLINE FOR OBTAINING A CERTIFICATE OF REGISTRATION; AMENDING SECTION 22-61 REGARDING POSTING REQUIREMENTS; AMENDING SECTION 22-62 REGARDING PARKING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 22, Article III, of the City's Code of Ordinances provides for regulation of vacation rentals located within Bradenton City limits; and

WHEREAS, the definition of *vacation rental* contained in Section 22-51 currently excludes condominiums with three units or more; and

WHEREAS, the City has determined that condominiums with three units or more should not be excluded from the vacation rental regulations; and

WHEREAS, Section 22-52(a) currently sets forth a deadline for vacation rental owners to obtain a certificate of registration no later than January 1, 2023; and

WHEREAS, the City wishes to extend the deadline for obtaining a certificate of registration to September 30, 2023 as there was a delay in implementation of the registration process on the part of the City of Bradenton and this extension would allow vacation rental owners adequate time to complete the registration process; and

WHEREAS, the City wishes to ensure that vacation rentals comply with applicable City Code requirements related to the parking of recreational vehicles, boats and trailers; and

WHEREAS, the City Council for the City of Bradenton believes it is in the City's best interests to make these revisions to its Code of Ordinances.

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

Section 1. Legislative Findings. The above Whereas clauses are hereby adopted as legislative findings of the City Council in support of the ordinance.

Section 2. Amended Code Language.

A. Chapter 22, Article III, Section 22-51, of the Code of Ordinances shall be revised to read in its entirety as follows:

Sec. 22-51 – Definitions.

For purposes of this Article, the following terms, words and phrases shall have the meaning set forth in this Article. Whenever applicable, the singular shall include the plural.

(a) *Bedroom* means any room in a vacation rental that contains a minimum of one hundred (100) square feet; which has a bed or other place for sleeping; and which has either a separate closet that is an integral part of the permanent construction within the bedroom or an en suite bathroom. This definition does not include a bathroom, a kitchen, a dining area or any main living area. If a room has been added, altered or converted without required building permits having been issued, such room shall not be deemed a bedroom.

(b) *Certificate of Registration* means the document that is issued by the City in accordance with Sec. 22-53 to show that the vacation rental described on the certificate is currently registered with the City as required by Sec. 22-52.

(c) *Designated Responsible Party* means the owner of a vacation rental or a natural person who has been designated by the owner to be called upon to answer for the maintenance of the vacation rental property and to respond to inquiries or complaints regarding the conduct of the occupants of the vacation rental and their guests as provided in Sec. 22-64.

(d) *Guest* means any person physically within the vacation rental or on its grounds with the knowledge of an occupant.

(e) *Maximum Occupancy* means the maximum number of persons who may be occupants of a vacation rental at the same time.

(f) *Occupant* means any person who occupies a vacation rental overnight.

(g) *Owner or Vacation Rental Owner* means a natural person or legal entity holding all or a portion of the fee simple title to a vacation rental, whether an individual, partnership, corporation, limited liability company, trust, or other entity. In the event that the vacation rental owner is not an individual, each and every person who owns an equitable interest in the vacation rental shall be considered an Owner.

(h) *Owner Occupied* means a vacation rental that is the primary and permanent residence of the owner of the property.

(i) *Pre-existing Rental Agreement* means a written agreement with prospective occupants allowing them to stay in a vacation rental which agreement was fully executed as of the effective date of this Article.

(j) *Vacation Rental* shall have the meaning as defined in Chapter 509, Florida Statutes, as may be amended~~, except that for purposes of this Ordinance,~~

~~condominiums with three units or more shall be excluded from the definition of *vacation rental* and, thereby, excluded from the provisions of this Ordinance.~~

B. Chapter 22, Article III, Section 22-52, of the Code of Ordinances shall be revised to read in its entirety as follows:

Sec. 22-52. - Mandatory registration.

(a) No Vacation Rental shall be rented or offered for rent without a current valid Certificate of Registration. Failure to possess a current valid Certificate of Registration while renting or occupying a Vacation Rental is a violation of this Section. Every Vacation Rental Owner, either personally, or through an agent, shall apply to the City for an initial Certificate of Registration, utilizing forms promulgated by the City by no later than August 1, 2022, and shall obtain a Certificate of Registration by no later than ~~January~~ December 31, 2023. Every Vacation Rental Owner, either personally or through an agent, shall apply to the City for a renewed Certificate of Registration, utilizing forms promulgated by the City, each successive year thereafter, and shall be filed with the City a minimum of ninety (90) days prior to the expiration of the Certificate of Registration. A separate Certificate of Registration shall be required for each Vacation Rental. The operation of a Vacation Rental without a Certificate of Registration after ~~January~~ December 31, 2023, shall be a violation of this Section. Every day of such operation without registration shall constitute a separate violation.

(b) An application for a Certificate of Registration shall contain a statement from the Vacation Rental Owner, under penalty of perjury, that the Owner represents that the information provided on the application and the information submitted with the application is true and accurate to the best of the Owner's knowledge and belief. The application shall be accompanied by the following materials and information:

(1) A completed application for Vacation Rental Certificate of Registration form supplied by the City. At a minimum, the application form shall include the street address of the Vacation Rental, the legal description of the property on which the Vacation Rental is located; the name, address, electronic mail address and telephone number of the vacation rental owner(s); and the name, address, electronic mail address and telephone number of the Designated Responsible Party if different from the owner.

(2) Proof of current ownership of the Vacation Rental property.

(3) Payment of the annual registration fee.

(4) A form supplied by the City entitled "Designation of Responsible Party" signed by the Owner of the Vacation Rental or authorized representative, naming a Designated Responsible Party who shall have the duties listed in Sec. 22-63. The Vacation Rental Owners may appoint himself or herself as the Designated Responsible Party or shall

otherwise designate someone to act as the Designated Responsible Party on his or her behalf.

(5) A written acknowledgement form signed by the Designated Responsible Party acknowledging that he or she is aware of the provisions of this Article and that he or she agrees to serve in the capacity of Designated Responsible Party for the Vacation Rental being registered and that he or she agrees to discharge the duties of a Designated Responsible Party as set forth in Sec. 22-63.

(6) A copy of the business tax receipt showing payment of the City of Bradenton local business tax for the Vacation Rental for the current fiscal year or other proof of payment.

(7) Evidence that the Vacation Rental has a current and active account with the Manatee County Tax Collector for the purposes of collecting and remitting tourist development taxes and any other taxes required by law to be remitted to the Manatee County Tax Collector.

(8) A copy of a current and active license for the Vacation Rental issued by the State of Florida Department of Business and Professional Regulation showing that the Vacation Rental is licensed as a transient public lodging establishment.

(9) A copy of the current and active Certificate of Registration with the State of Florida Department of Revenue for the Vacation Rental showing that the Vacation Rental is registered for the purposes of collecting and remitting sales taxes, transient rental taxes and any other taxes required by law to be submitted to the Florida Department of Revenue.

(10) The number of Bedrooms in the Vacation Rental.

(11) The number of full bathrooms (sink, toilet, and bathtub or shower) in the Vacation Rental.

(12) The square footage of temperature-controlled living space within the Vacation Rental.

(13) An exterior site sketch of the Vacation Rental facility. The sketch shall show and identify all structures, pools, hot tubs, spas, fencing and uses, including areas provided for off street parking. For purposes of the sketch, off street parking spaces shall be delineated as to enable a fixed count of the number of spaces provided in accordance with Sec. 22-62. At the option of the Vacation Rental Owner, such sketch may be hand drawn and need not be professionally prepared, but shall be sufficient for staff to determine compliance with this Article. Photographs of the exterior of the site may be submitted in lieu of a sketch, provided such photographs shall be sufficient for staff to determine compliance with this Article.

(14) An interior building sketch for each floor in the Vacation Rental showing the floor plan layout and identifying all bedrooms, other rooms, exits, hallways and stairways and elevators as may be applicable. At the option of the Vacation Rental Owner, such sketch may be hand drawn and need not be professionally prepared, but shall be sufficient for staff to determine compliance with this Article. Photographs of the interior of the building may be submitted in lieu of a sketch, provided such photographs shall be sufficient for staff to determine compliance with this Article.

(15) A blank sample of the rental lease agreement to be used for the Vacation Rental.

(16) An affidavit executed by the Owner on a form provided by the City, representing that he or she is aware of the City of Bradenton rules regulating Vacation Rentals.

(17) If the application for registration is being submitted on behalf of the Owner of the property by his or authorized representative, a letter of authorization from the Owner representing that the representative is authorized to act on his or her behalf.

(18) A copy of all Pre-existing Rental Agreements for the Vacation Rental.

(19) Any other information which may be reasonably requested by the City to verify compliance with the terms of this Article.

(c) Submission of an incomplete application for registration or a submission not accompanied by all of the applicable requirements of this Section shall result in rejection of the application. If the submission for registration is incomplete, the applicant shall be notified of the deficiencies and shall be allowed twenty (20) calendar days to provide any missing information, to pay any unpaid registration or inspection fees, or to address code compliance penalties. If the missing information is not provided or fees or penalties not paid within the twenty (20) day period, the application shall be deemed withdrawn. If the information is timely provided and any delinquent fees are timely paid, the application shall be processed.

C. Chapter 22, Article III, Section 22-61, of the Code of Ordinances shall be revised as follows:

Sec. 22-61. Minimum posting requirements.

(a) The following information shall be posted in a conspicuous location on an interior wall inside the vacation rental for the safety and convenience of the occupants:

(1) The location of the nearest hospital.

(2) The non-emergency police telephone number.

(3) The dates and approximate times of trash and recycling pick up.

(4) The street address and land line telephone number of the vacation rental.

(5) The name and phone number of the designated responsible party.

(6) Emergency evacuation instructions.

(b) The following additional information shall also be posted in a conspicuous location on an interior wall inside the vacation entry in close proximity to the main entrance:

(1) The maximum occupancy of the vacation rental.

(2) The maximum number of vehicles that are permitted to park at the vacation rental based on the number of off-street parking spaces on site, including enclosed spaces as determined by city staff.

(3) A notice of the need to respect the peace and quiet of neighboring residents which shall state as follows: "You are vacationing in a residential area. Please be a good neighbor by not making excessive noise or engaging in boisterous behavior, especially after 11:00 p.m. Such behavior can deprive your neighbors of the peaceful enjoyment of their homes."

(4) A statement that sound that is audible beyond the property lines of the vacation rental unit is regulated by the city's noise ordinance and that violation of the noise ordinance could result in fines to the occupants.

(5) A statement that dogs which are not within a fenced area must be on leash pursuant to county ordinance, and failure to adhere to such requirements could result in fines.

(6) A statement that recreational vehicles, boats and trailers may not be parked in the front of the house, except for temporary loading, unloading and cleaning.

(c) A copy of the certificate of registration for the vacation rental shall be posted next to or on the interior side of the primary door to the vacation rental.

D. Chapter 22, Article III, Section 22-62, of the Code of Ordinances shall be revised as follows:

Sec. 22-62. Parking.

All vehicles associated with the vacation rental shall be parked within a driveway or parking area located on the premises and in compliance with all applicable city ordinances. The owner shall provide one space of off-street parking for every four persons of occupancy permitted pursuant to section 22-64. Where structures existing as of the effective date of this article are unable to provide off-street parking, the vacation rental shall be permitted a maximum occupancy of four persons, unless otherwise limited pursuant to section 22-64. Recreational vehicles, boats and trailers may not be parked within the front yard, except for temporary loading, unloading and cleaning.

Section 3. Codification. The City Clerk shall ensure that this Ordinance be submitted for codification of the language herein upon taking effect.

Section 4: Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict**.**

Section 5. Severability. If any provision of this Ordinance or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

Section 6. This Ordinance shall take effect as provided by Florida law.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 26th DAY OF JULY, 2023.

CITY OF BRADENTON, FLORIDA

ATTEST: _____
Gene Brown, Mayor

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

FIRST READING	June 14, 2023
PUBLICATION DATE	July 12, 2023
SECOND READING	July 26, 2023

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: IT Director Recommendation

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Please see the attached letter.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Karen Lanke as the City's IT Director.

ATTACHMENTS:
IT Director Recommendation Letter

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

July 26, 2023

Dear Councilmembers:

I am requesting approval of Ms. Karen Lanke as IT Director for the City of Bradenton. I believe you all are familiar with her education, experience, and expertise.

Thank you for your consideration and we look forward to welcoming her to the City of Bradenton.

Best regards,

Rob Perry
City Administrator

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Erin Jones, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Strategic Planning Services Scope of Work

SUGGESTED ACTION: Council review of the proposed Scope of Work

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Review of the proposed scope of work to be advertised with the Request for Proposals (RFP) Strategic Planning Services solicitation.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Strategic Planning Services Scope of Work

PART II
SCOPE OF SERVICES

1. OVERVIEW

The City of Bradenton is seeking proposals from qualified firms to assist in identifying information drawn from stakeholders, residents, business owners, elected officials, City staff, and executive management, in developing policy tools to enable it to set future strategic plans and business direction. The successful Consultant will facilitate an inclusive, participatory process to identify and analyze data from both the internal and external environments, assist the City in a thoughtful interpretation of the data, identify specific policy and strategic issues, and create a 2, 5, 10, and 20-year strategic plan to include a comprehensive set of goals, objectives, and critical tasks that can be implemented throughout the City of Bradenton.

2. SCOPE OF SERVICE

A. Prior to and during the process of creating the strategic plan the Consultant shall:

i. Conduct preparatory one-on-one meetings with the City Council, the City Administrator, Community Redevelopment Agency (CRA) and/or City Attorney.

ii. Conduct preparatory group and/or individual meetings with Department Directors and any additional staff deemed necessary.

iii. Conduct preparatory group and/or individual meetings with civic organizations, selected previous government employees and any other members or organizations as deemed necessary by the City.

iv. Facilitate public meetings to gather input from residents, business owners and other stakeholders.

v. Evaluate the existing organizational information, budget information, and other related documents to gain an understanding of current strategies and how they should be included in the Strategic Plan. Such information may include, but is not limited to, the City's finances, infrastructure, staff, demographics, socioeconomics, business development, job opportunities, housing, recreation, and technology.

vi. Conduct City Council workshops that include the following:

a. Facilitate a discussion of the City's assets, liabilities, and priorities.

b. Provide a Strengths, Weakness, Opportunities, and Threats (SWOT) analysis of the City.

vii. Inventory of existing programs and partnerships to serve as a baseline to identify service gaps and opportunities for delivery options, partnership, and collaborations.

B. The Strategic planning process should address various topics including, but not limited to:

i. Building a stronger relationship between community and local government to help assure well-balanced growth.

ii. The City's tax base, revenues and economic development.

iii. Replacement of and/or improvements to technology, infrastructure and equipment.

iv. Environment, quality of life, sustainability, and green initiatives.

v. Demographic and economic diversity.

vi. Areas for expansion, diversification and redevelopment of commercial sectors.

vii. State and Federal funding. Including partnerships with the County to obtain various funding sources.

viii. Efficiency and effectiveness of City services and any necessary procedural and/or process improvements.

C. Identify options, consider opportunities and associated opportunity costs that may be necessary to reach the City's goal.

D. Identify the appropriate agency, organization or team to take responsibility for specific goals and action steps.

E. Prioritize and rank existing City services and programs based on the abilities to achieve established goals.

F. Identify new strategies to meet identified goals with an implementation timeline that is within the City's capacity.

G. Work with the selected Visioning Consultant to incorporate findings from the Visioning Plan into the Strategic Plan.

H. The Strategic Plan shall include:

i. The City's mission and vision statements.

ii. Prioritizing goals and objectives identified through feedback from the community, Council, and staff.

iii. Specific, Measurable, Achievable, Relevant and Time-Specific (SMART) goals and objectives.

iv. Benchmarking.

v. Out of the box creative ideas.

3. DELIVERABLES

A. The Consultant shall:

i. Submit a draft plan to the City that outlines the 2, 5, 10, and 20-year strategic plan for review and comments.

ii. Submit final plan to City with methods for an effective implementation of strategies/goals and develop performance measurements to evaluate and track success.

iii. Present the final strategic plan to the Mayor and City Council.

iv. Present any policies, procedures and structure to be implemented to ensure consistent compliance with the proposed strategic plan.

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Bus Benches - Letter to Metropolitan Systems, Inc.

SUGGESTED ACTION: N/A

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Since 1971 Metropolitan Systems, Inc., acquired by Creative Outdoor Advertising has held an exclusive license to place advertising benches within the public rights-of-way of the City.

The terms of the Agreement contained certain requirements including, but not limited to:

- Make application to the City for permission to place benches prior to installation
- Submit a Right-of-Way Use Permit application
- Install benches no more than 43” high, no more than 74” long, and no more than 28” wide
- No advertising to be affixed other than front or rear surface of backrest area no greater than 6’ in length and 2’ in height
- No bench may obstruct passage along any public way or create a hazard or

be otherwise detrimental to the public safety, welfare, morals or health.
- No bench may be placed at an angle greater than 30 degrees, or closer than 18” to the face of the curb
- To maintain the benches in a clean manner, free from damage.

On July 6, 2016, and again on September 23, 2016 our Public Works Department notified them of the various non-compliance issues and provided 60 days within which to bring all matters into compliance.

The Company has had seven years to address these issues and come into compliance with the terms of the Agreement. They have not taken any steps to do so at this point and many of the benches are in a state of disrepair. The City wishes to have all benches removed at this time and to have the agreement repudiated.

This letter was sent to notify the company of the repudiation.

FINANCIAL IMPACT:
N/A The removal of the existing benches is a cost that will be borne by Creative Outdoor Advertising of America, Inc., the entity who acquired Metropolitan Systems, Inc.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney reviewed and approved

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Letter to Metropolitan Systems, Inc

BLALOCK WALTERS
ATTORNEYS AT LAW
WE MAKE A DIFFERENCE

July 13, 2023

Via Certified Mail (R/R/R) and Regular Mail Delivery
Metropolitan Systems, Inc.
c/o Jerry Pressly, President and Chief Municipal Contracts Officer
8875 Hidden River Parkway
Tampa, Florida 33637

RE: **City of Bradenton, Florida**
Bus Stop Bench Program
File Number: **41324.000**

Dear Mr. Pressly:

Our firm serves as general counsel to the City of Bradenton, Florida ("City"). Since 1971 Metropolitan Systems, Inc. ("Metro"), has held an exclusive license to place advertising benches within the public rights-of-way in the City, pursuant to an agreement executed in March of 1971 and subsequently amended in 1995 (collectively the "Agreement").

Pursuant to the terms of the Agreement, Metro is required to make application to the City for permission to place benches prior to their installation. The City has been unable to find any records of application ever being made for the existing benches within the City. As such, in 2016 the City conducted an inventory of Metro's existing advertising benches within the City. In July of 2016, the City provided this inventory to Metro and requested confirmation of same. Metro did not respond to this request. In September of 2016, the City provided a follow-up letter in which it noted that no response was received and also provided formal notice of several areas of non-compliance with the Agreement and requested that they be resolved within sixty (60) days. Copies of the July 2016 and September 2016 letters are attached hereto.

As of the date of this letter, Metro has not provided the City with notification that any remedial actions were taken to address the non-compliance issues, nor is it apparent that any such actions were taken. Further, since that time, new instances of non-compliance have continued to arise. The City has yet to receive applications for any pre-existing or newly-installed bench locations, and the benches continue to violate the terms of the Agreement, including the dimensional

srudacille@blalockwalters.com

BRADENTON: 802 11th Street West, Bradenton, FL 34205 ■ SARASOTA: 2 North Tamiami Trail Suite 400, Sarasota, FL 34236
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requirements, obstructions of public ways, maintenance in good state of repair, and other detriments to the public health safety and welfare, including compliance with applicable ADA standards. Photos are attached to provide a small sampling of the ongoing issues of non-compliance with the terms of the Agreement.

Metro has had nearly seven years to address the non-compliance issues for which it was notified in 2016 and has still not brought the benches into compliance with the terms of the Agreement. The City considers this inaction by Metro after due notice to be a material default and effective repudiation of the Agreement.

The City will provide Metro with a period not to exceed ninety (90) days from the date of this letter to effect the removal of all of its benches within the City, after which time the City will provide for such removal and disposal in the manner it deems most expedient.

Sincerely,

Scott E. Rudacille
Board Certified in City, County and Local Government Law

Attachments
cc: Mayor Gene Brown (Via e-mail)
City Council for the City of Bradenton (Via e-mail)
Rob Perry, City Administrator (Via e-mail)
Jim McLellan, Director of Public Works and Utilities (Via e-mail)

2669448v1
3852730v1

TELEPHONE:
941/932-9400

CITY OF BRADENTON
BRADENTON, FLORIDA

CALLER SERVICE 25015
BRADENTON, FL 34206-5015

July 6, 2016

Mr. Andrew Moos
Metropolitan Systems, Inc.
3014 Horatio Street
Tampa, Florida 33609
Telephone (813) 872-8502
Facsimile (813) 876-8125

RE: Advertisement benches within corporate limits of City of Bradenton, Florida

Dear Metropolitan Systems, Inc.

The City of Bradenton (City) requests your assistance to accurately document Metropolitan Systems advertisement benches that are placed within the City limits. This information will be used to update the City's recordkeeping and administer the 1971 contract between the City and Metropolitan Systems, Inc. We have reviewed our files and can find no record of this type of database ever being established or maintained by the City previously.

For your review, enclosed are the following items prepared by City staff:

1. Two printed map images depicting advertisement bench locations, one map each for east and west halves of the City.
2. One four-page printed list of advertisement bench details (location number, side of road, primary street, cross street, longitude, latitude).
3. One CD containing the files for the map images in PDF and GIS formats, and an Excel spreadsheet of the details list.

Please respond by August 3, 2016 with written comments to correct/revise the City-generated information on Metropolitan Systems advertisement benches. City staff is available to meet with your representatives or by telephone to review the enclosed information and collect feedback.

We look forward to coordinating with Metropolitan Systems, Inc. on this project.

Sincerely,

Susan Hochuli, P.E. / jd

Susan Hochuli, P.E.
Project Manager, Public Works and Utilities Department

Cc: Jim McLellan, P.E., City of Bradenton Public Works Director (via e-mail)
Andrew Alfonso, President, Metropolitan Systems, Inc.
James D. Haaf, Vice President, Metropolitan Systems, Inc.
Kathy Watson, Secretary, Metropolitan Systems, Inc.
Richardo Hornik, Director, Metropolitan Systems, Inc.

PRINTED ON RECYCLED PAPER

TELEPHONE:
941/932-9400

CITY OF BRADENTON
BRADENTON, FLORIDA

CALLER SERVICE 25015
BRADENTON, FL 34206-5015

September 23, 2016

Mr. Andrew Moos
Metropolitan Systems, Inc.
3014 Horatio Street
Tampa, Florida 33609
Telephone (813) 872-8502
Facsimile (813) 876-8125

RE: Advertisement benches within corporate limits of City of Bradenton, Florida

Dear Mr. Moos:

In our July 6, 2016 correspondence, the City of Bradenton (City) forwarded to Metropolitan Systems, Inc. (Metropolitan) an inventory of Metropolitan's benches within the City corporate limits. In our letter we requested that Metropolitan confirm the accuracy of our inventory. To date, the City has received no response from Metropolitan. Accordingly, we interpret this non response as an indication that no edits are required to the 2016 City-generated inventory of Metropolitan's advertisement benches.

Bench Applications

The City-generated inventory located 176 advertisement benches within City corporate limits. As stipulated in Paragraph 3 of our 1971 Agreement with Metropolitan:

> *Application shall be made to the City for permission to place a bench(es) at a location(s) specified in the application, and such permission shall be granted except, however, that no bench shall be permitted at any location on City controlled property unless approved by the City Chief of Police, which approval shall not be unreasonably withheld.*

Unfortunately, our review of City files found no application for any of the 176 benches inventoried. Therefore, to bring each of the 176 inventoried benches into compliance with Paragraph 3 of the Agreement, we are requiring that Metropolitan submit to the City Public Works and Utilities Department a Right-Of-Way (ROW) Use Permit application for each of their current advertising benches placed within our City limits. We are herein requiring that ROW Use Permit applications for all existing benches be submitted to the City within 90 calendar days from the date of this letter, December 22, 2016. Moving forward, any and all new benches proposed within are City limits will also require an approved ROW Use Permit before bench placement.

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Please note that there is no fee for a ROW Use Permit and the applications can be submitted to the City either in paper copy or electronically. Each ROW Use permit for advertisement benches will be valid for up to 365 calendar days and must be renewed annually by Metropolitan.

The following information on specific locations for the advertisement benches should be included as part of the ROW Use Permit application:

1. street address and primary street (direction the advertisement bench faces or will face)
2. latitude/longitude coordinates
3. photograph of proposed location (for new applications)

When an advertisement bench is removed from its permitted location or the advertisement is removed from the bench, Metropolitan shall provide the City updated information within ten (10) calendar days. In this way, the ROW Use Permit process will provide the City and Metropolitan with a means to accurately keep track of any changes to the bench inventory.

All advertisement benches without a ROW Use Permit application submitted to the City by December 22, 2016 are subject to removal by the City.

Non-compliance Issues

Additionally, in conducting our field work for the bench inventory, we evaluated each bench installation in relation to the various criteria established and listed our 1971 Agreement with Metropolitan, and 1995 amendment. The following is a summary of the criteria:

- No bench shall be more than forty-three (43) inches high nor more than seventy-four (74) inches long nor more than twenty-eight (28) inches wide.
- No advertising affixed thereon shall appear on other than the front or rear surface of the backrest area of the bench and shall not be greater than six (6) feet in length nor two (2) feet in height.
- No bench, unless otherwise authorized, may be placed so the angle of its long diversion in relation to the curb line shall be greater than thirty degrees (30°), and no bench, unless otherwise authorized, may be placed so that it is closer than eighteen (18) inches to the face of the curb.
- No bench may tend to obstruct passage along any public way or to create a hazard or would otherwise be detrimental to the public safety, welfare, morals or health.

Based on our field work, we have determined that 88 Metropolitan benches are in non-compliance with one or more of the above listed Agreement criteria. The attached spreadsheet provides a listing of these benches and the specific criteria in which they are non-compliant.

In accordance with Paragraph 10 of the Agreement, the City is hereby giving formal notice to Metropolitan of these non-compliant advertisement benches. Paragraph 10 also stipulates that "reasonable time to correct" these non-compliance issues shall be given. Given the number of benches to be addressed, the City believes that a reasonable amount of time to address these issues is 60 calendar days. Therefore, we are requiring that Metropolitan provide the City with written and photographic documentation of the addressed non-compliance issues for the 88 benches by November 22, 2016. Paper or electronic submission of the documentation is

acceptable to the City. All non-compliant advertisement benches not addressed by this date are subject to removal by the City.

Should you have any questions or wish to meet to discuss these issues, please do not hesitate to contact our office. We look forward to coordinating with Metropolitan Systems, Inc. on this project.

Sincerely,

Susan Hochuli

Susan Hochuli, P.E.
Project Manager, Public Works and Utilities Department

Cc: Jim McLellan, P.E., City of Bradenton Public Works Director (via e-mail)
William Lisch, City Attorney
Andrew Alfonso, President, Metropolitan Systems, Inc.
James D. Haaf, Vice President, Metropolitan Systems, Inc.
Kathy Watson, Secretary, Metropolitan Systems, Inc.
Richardo Horrnik, Director, Metropolitan Systems, Inc.


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AGENDA ITEM NO. 8.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Presentation

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Citywide Capital Infrastructure: Facilities Repair/Replacement Projects Update

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Administrator Perry will be presenting an update of City infrastructure projects.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 8.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Health Insurance Plan Recommendation

SUGGESTED ACTION: TBD

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
TBD

ATTACHMENTS:

AGENDA ITEM NO. 8.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Presentation

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Development Standards regarding Building Heights

SUGGESTED ACTION: Discuss and advise staff on future action or further workshop presentations.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is a discussion of the various development standards in the downtown and various incentives to redevelopment.

FINANCIAL IMPACT:
Not applicable

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 8.g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Ranking of Possible City Hall Sites

SUGGESTED ACTION: Ranking and motion to move forward with the number one site ranking.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:

At the February 8, 2023 City Council meeting, Administrator Perry was authorized to engage H.J. High Construction to provide preconstruction services for the building located at 1111 3rd Avenue West.

At the February 22, 2023 City Council meeting, Administrator Perry was authorized to move forward with due diligence and to engage H.J. High Construction for preconstruction services for the properties located at 1111 3rd Avenue West, 1404-1424 14th Street West, and the property located on the corner of 6th Avenue West and 3rd Street West.

At the March 8, 2023 City Council meeting, Administrator Perry was authorized to approach the sellers regarding the term and price of the transaction to acquire 1111 3rd Avenue West and to perform further due diligence on 1404-1424 14th

Street West and the property on the corner of 6th Avenue West and 3rd Street West.

At the April 26, 2023 City Council meeting, Administrator Perry was authorized to execute a non-binding Letter of Intent for a term of up to 90 days for the building located at 1111 3rd Avenue West.

Following the due diligence on the three properties, it was determined that the property on the corner of 6th Avenue West and 3rd Street West was better suited for the new police headquarters. At this time, staff is requesting that Council rank the remaining properties for the potential City Hall sites. The remaining sites are located at 1111 3rd Avenue West and 1404-1424 14th Street West.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
TBD

ATTACHMENTS:

AGENDA ITEM NO. 9.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 26, 2023

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Presentation

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Special Use Permit Criteria and Standards

SUGGESTED ACTION: Discuss and provide staff with direction.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is a continuation of the discussion regarding special use permits in the area of the Form Based Code. Prior discussion and consideration of a text amendment raised concerns about the administrative approval of the expansion of certain special use permits. City Council had previously established a zoning in progress for certain uses in the downtown which is set to expire in September.

Staff recommends that the City proceed with changes to the Code, to be heard by the Planning Commission in August.

FINANCIAL IMPACT:
Not applicable

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS: