AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, April 23, 2025
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

1. INVOCATION & PLEDGE

Pastor Don Sturiano with Kingdom Life Christian Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

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

4. PRESENTATIONS

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) Legislative: Resolution 25-50 - Tree and Land Preservation Board Appointment
Resolution 25-50
b) Police: Acceptance of FY 2022 JAG Residual Funding
Letter from Chief Bevan
c) Public Works & Utilities: Change Order to the City Centre Capacity Analysis for Sanitary and Water Systems
Change Order from Jacobs Engineering Group Inc.
d) Public Works & Utilities: ~~Purchase Approval for Two 2025 Elgin RegenX Sweepers~~

e) Public Works & Utilities: State of Florida Department of Transportation Amendment to the Traffic Signal Maintenance and Compensation Agreement - 2025-26 TSMCA Exhibit A Renewal - FPID 413639-1-88-01, Contract ARW43

Amendment to the Traffic Signal Maintenance and Compensation Agreement

f) Public Works & Utilities: Approval of the Expenditure for Filter Replacement Panels at the Water Reclamation Facility (WRF)
Sole Source Letter from De Nora Water Technologies
Proposal from De Nora Water Technologies

g) Public Works & Utilities: WRF Aquifer Recharge Well Surface Facilities Design and Bidding Services
Proposal from Jones Edmunds
Executed Contract with Jones Edmunds
Work Assignment Form
Direct Select Form

h) Purchasing: Agreement PB-25-014NT with Musco Sports Lighting, LLC
Agreement Musco Lighting, LLC

i) Purchasing: Contract Extension of PB-24-011MK with Palmdale Oil Company
First Extension with Palmdale Oil Company

j) Purchasing: Contracts for Grant Writing Services with Witt O'Brien's LLC and Hagerty Consulting Services, Inc.
Agreement with Witt O'Brien's, LLC
Agreement with Hagerty Consulting Services, Inc.

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Community Redevelopment Agency: RESOLUTION 25-48 - SECOND PUBLIC HEARING
Resolution 25-48

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

a) City Administration: Emergency Procurement Report

b) City Administration: Proposal for City Centre Garage Retail Space - Left Coast Sol
Left Coast Sol Proposal

c) City Administration: Third Amendment to Agreement of Purchase and Sale - Tropicana Manufacturing Company, Inc. to the City of Bradenton
Third Amendment to Agreement of Purchase and Sale

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

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

Non-Discrimination Statement: The City of Bradenton prohibits discrimination in all of its services, programs or activities on the basis of race, color, age, disability, sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information such as Braille, large print, etc., should contact as soon as possible, but at least 48 hours in advance:

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

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguage no es el ingles. Si necesita estos servicios, usted o su

representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. Tambien puede llamar al (941) 932-9470 o enviar correo electronico a ADACoordinator@cityofbradenton.com

AT COUNCIL MEETING:

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

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

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

An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Mayor or consensus of the Council. Additional time will be allowed (up to 10 minutes at the discretion of the Mayor or consensus of the Council) for public hearing items if the speaker is officially representing a group of five or more people, provided that written authorization is provided that the person is authorized to speak on behalf of the group.

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

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

PLEDGE OF PUBLIC CONDUCT We, the Mayor, City Council and Employees of the City of Bradenton, agree to: *Establish a process to promote positive

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

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Police Week and Peace Officers Memorial Day

SUGGESTED ACTION: Reading

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Reading

ATTACHMENTS:
Police Week and Peace Officers Memorial Day Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Police Week
May 11-17, 2025
and
Peace Officers Memorial Day
May 15, 2025

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

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

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

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

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

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim May 15, 2025, as ***Peace Officers Memorial Day*** and May 11-17, 2025, as ***Police Week*** and encourage all citizens to participate in activities honoring our police and peace officers.

Gene Brown
Mayor
April 23, 2025

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-50 - Tree and Land Preservation Board Appointment

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Don Julian to the Tree and Land Preservation Board and defining his term.

SUGGESTED MOTION:
Motion to approve Resolution 25-50.

ATTACHMENTS:
Resolution 25-50

RESOLUTION NUMBER 25-50

A RESOLUTION APPOINTING **DON JULIAN** TO THE **TREE AND LAND PRESERVATION BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

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

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

The Mayor does hereby appoint, and the City Council approves and confirms the appointment from this date hereof:

DON JULIAN for a term to expire APRIL 2028.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 23rd day of April, 2025.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Acceptance of FY 2022 JAG Residual Funding

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The police department was awarded $36,000 from FDLE to purchase 15 laptops. The funding is residual dollars from FY 2022 countywide JAG dollars. The application has been submitted to FDLE; however, the award email and budget are attached. Once the final agreement is completed, it will be forwarded to the Mayor for signature. This request is for you to accept the award and budget approval.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to accept the JAG Residual Funding.

ATTACHMENTS:
Letter from Chief Bevan

Bradenton Police Department

BRADENTON, FLORIDA

MELANIE BEVAN
CHIEF OF POLICE

Non-Emergency: 941-932-9300
www.BradentonPD.com

100 10th Street West
Bradenton FL 34205

February 1, 2024

Cody Menacof
Bureau Chief
Office of Criminal Justice Grants - FDLE
PO Box 1489
Tallahassee FL 32302-1489

Dear Chief Menacof:

I am reaching out to request residual grant funding of $36,000 to address a critical need within the Bradenton Police Department. The funds will be allocated to acquire laptop-style mobile computer terminals (MCTs) to be assigned to individual officers that are essential for enhancing the efficiency of our law enforcement operations.

We were recently awarded the 2023 COPS Hiring Grant, and will be increasing our sworn staffing in the areas of community policing and street crime enforcement. While this grant award helps with personnel costs, it does not cover the needed equipment for them to effectively do their jobs, hence this funding request. In order to benefit from contemporary technological advances in law enforcement-related information technology, we have created a Real Time Crime Center and have obtained command/control systems which greatly enhance our ability to distribute and disseminate video footage and other vital information directly to patrol officers and specialty units through their MCTs.

The fiscal challenges we confront have limited our ability to invest in further technological upgrades. The requested appropriation will significantly contribute to bridging this gap, ensuring our officers have access to up-to-date hardware instrumental in their day-to-day responsibilities. The laptop MCTs will enable our officers to optimize their workflow, promptly access vital information promptly, and enhance communication within the department. By providing this essential tool, we aim to improve the overall effectiveness of our police force. We have diligently researched cost-effective options that meet the specific needs of our department, prioritizing commonality, durability, and functionality.

I have attached a PowerPoint containing the details of the plan. Your support in providing the necessary funding for this economic need will not only empower our officers but also contribute to maintaining public safety in our community. Thank you for considering our application. Any help you can provide would be greatly appreciated. If you have any questions, please contact me directly.

Sincerely,

Melanie Bevan, Ed.D.
Chief of Police

Jeremy Giddens

From: Melanie Bevan
Sent: Thursday, April 10, 2025 3:43 PM
To: Jeremy Giddens
Subject: Fwd: [EXTERNAL] FY22 JAG Countywide Program Residual Funds
Attachments: image001.png; image002.jpg; image003.png; image004.png; image005.png; 2024-02-05 Residual Funds Request - Bradenton PD.pdf

Melanie Bevan, Ed.D.
Chief of Police
Bradenton Police Department
941-932-9357 BradentonPD.com

Begin forwarded message:

From: Criminal Justice <CriminalJustice@fdle.state.fl.us>
Date: April 10, 2025 at 3:34:38 PM EDT
To: Melanie Bevan <melanie.bevan@bradentonpd.com>
Cc: "Joiner, Belkis" <BelkisJoiner@fdle.state.fl.us>, "Smith, Melissa" <MelissaSmith@fdle.state.fl.us>
Subject: [EXTERNAL] FY22 JAG Countywide Program Residual Funds

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Dear Chief Bevan:

The FDLE Commissioner's Office has approved your Justice Assistance Grant (JAG) residual funding request in the amount of $36,000.00. This amount fully funds the project outlined in your request dated February 1, 2024; your request to purchase the following equipment is approved:

Requested Item(s)	Approved Amount
Fifteen (15) Laptop-style mobile computer terminals (MCTs)	$36,000.00
Total:	$36,000.00

The award project period for this grant is January 1, 2025 – September 30, 2025. Please be aware no extension of the grant period beyond September 30, 2025 is available.

****Please note, any funds expended outside to the award project period of will not be eligible for reimbursement.

Applications for this residual award must be submitted through OCJG's grant management system, AmpliFund by no later than **Thursday, May 1, 2025 at 11:59 PM EST**. To begin the application process, click the link below:
https://www.gotomygrants.com/Public/Opportunities/Details/17cb95d8-9783-49c4-a3f8-f6800c4926f9

Step-by-step instructions on how to apply for a JAG grant through the AmpliFund grant management system are located on the OCJG website under AmpliFund - JAG Application Guide.

A virtual recording of the June 15, 2022 training session covering application creation within the Amplifund system can be viewed on the OCJG website.

For technical assistance with the AmpliFund system or for issues creating and submitting an application in AmpliFund, visit the AmpliFund Support Site or submit your question directly to AmpliFund Customer Success by emailing support@AmpliFund.zendesk.com.

We look forward to working with you.

OFFICE OF CRIMINAL JUSTICE GRANTS
Florida Department of Law Enforcement | Business Support Program

(850) 617-1250
Post Office Box 1489, Tallahassee, FL 32302-1489
criminaljustice@fdle.state.fl.us
www.fdle.state.fl.us | Office of Criminal Justice Grants

Attention: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure. Consider the environment before printing this e-mail.

FDLE

City of Bradenton
Bradenton Police Department

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
D. Equipment		
Laptops	$36,000.00	$36,000.00
Subtotal	**$36,000.00**	**$36,000.00**
Total Proposed Cost	**$36,000.00**	**$36,000.00**

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	$36,000.00	$36,000.00
Subtotal	**$36,000.00**	**$36,000.00**
Total Proposed Revenue	**$36,000.00**	**$36,000.00**

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

D. Equipment

List each NON-EXPENDABLE item to be purchased. Typically, these are items over $5,000, or items that are routinely inventoried by your organization. Each line item description MUST contain the calculation (unit price and quantity) used to arrive at the funded amount. EXAMPLE: 3 laptops @ $1,500 each (including associated peripherals such as case, keyboard, docking station, etc.) = $4,500.

Laptops

15 Laptops @ $2,400/unit. It should be noted that a price increase from the vendor is expected on or before 05/01/2025. This may reduce the number of laptops to 14; however, this is unknown now.

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order to the City Centre Capacity Analysis for Sanitary and Water Systems

SUGGESTED ACTION: Approval of Scope and Fee for Additional Support

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Jacobs Engineering Group Inc. (Jacobs) was under contract to evaluate specific water demands and wastewater impacts and summarize these results in a Conceptual Report. This effort was completed under a task order approved on July 24, 2024, under the scope of a Continuing Services Contract dated March 22, 2023, to assist the City.

Under this assignment, Jacobs presented their draft findings to City staff on November 15, 2024. Using the input received at this meeting, Jacobs updated their final report and submitted this to the City on December 3, 2024. These two deliverables completed their initial assignment.

The City has identified additional tasks needed to support this analysis. These tasks include:

- Power point presentation for proposed improvements/modifications with cost break down between the different project components.

- Additional hydraulic modeling of the downtown area based on specific pipeline routes, potential upsizing of pipelines, relocation of lift stations, gravity collection

piping, and force main improvements.

- Additional cost estimating and support in proportional share calculations using the various utility improvement scenarios.

- Attendance at additional meetings with the City Staff and/or development group to elaborate and clarify the utility improvements and recommendations.

FINANCIAL IMPACT:
The additional cost for this effort is estimated at $30,750, bringing the total cost of the analysis to $76,976. This will be funded from GL account 30158200-563000-CHALL.

SUGGESTED MOTION:
Motion to accept the change order from Jacobs Engineering Group Inc.

ATTACHMENTS:
Change Order from Jacobs Engineering Group Inc.

3015800 - 563000 - CHAM

Jacobs

7126 South Beneva Road
Suite 200
Sarasota, FL 34238
941.915.6003
www.jacobs.com

March 24, 2025

Mr. Rob Perry, City Manager
City of Bradenton
City Hall
101 12th Street West
Bradenton, FL 34205

Subject: **City Centre Project**
Additional Scope and Fee for Additional Support

Dear Mr. Perry,

Jacobs Engineering Group Inc. (Jacobs) was under contract to evaluate specific water demands and wastewater impacts and summarize these results in a Conceptual Report in late 2024. This effort was completed under a task order approved on July 24, 2024 under the scope of our Continuing Services Contract dated March 22, 2023, to assist the City of Bradenton (City).

Under this assignment, we presented our draft findings to the City staff on November 15, 2024. Using the input received at this meeting, we updated our final report and submitted this to the City on December 3, 2024. These two deliverables completed our initial assignment.

We understand the City has requested further assistance from Jacobs while discussing opportunities. Jacobs staff has attended meetings with City Staff on February 24, 2025 and on March 3, 2025.

Based on these discussions, the City has identified additional tasks needed to support the City's discussions. These tasks include:

- Power point presentation for proposed improvements/modifications with cost break down between the different project components.
- Additional hydraulic modeling of the downtown area based on specific pipeline routes, potential upsizing of pipelines, relocation of lift stations, gravity collection piping, and force main improvements.
- Additional cost estimating and support in proportional share calculations using the various utility improvement scenarios.
- Attendance at additional meetings with the City Staff and/or development group to elaborate and clarify the utility improvements and recommendations.

Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the City without independent verification. Because of the inherent uncertainties in subsurface conditions, congested utility corridors, changed or

unanticipated underground conditions may occur that could affect total project cost and/or execution.

In providing opinions of cost, financial analyses, economic feasibility projections, for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that Client's actual project costs, financial aspects, economic feasibility, will not vary from Jacobs' opinions, analyses, projections, or estimates and Jacobs' shall have no liability for such variances.

The additional cost for this effort is estimated at $30,750. Due to the relatively broad scope of this work, we recommend the City establish this PO as a time and materials/not-to-exceed amount and Jacobs will bill hourly for efforts on this project against this established PO.

Please let us know if you have any questions or require further information.

Acceptance of Change Order

Acceptance of this change order may be indicated by the signature of a duly authorized official of the City in the space provided below. One signed copy of this task order returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. Should this task order not be accepted within a period of thirty (30) days from the above date, it shall become null and void.

Joelle Francois

Date

Joelle Francois, PE
Manager of Projects
Jacobs Engineering Group Inc.

Accepted By:
City of Bradenton

3/25/25

Date

Rob Perry, City Manager
City of Bradenton

Attachments: Fee Table

Attachment A: Fee Table

City of Bradenton Utility Assessment and Capacity Analysis for City Centre Proposed Commercial Development - Additional Support Services	Project Manager 3	Project Manager 2	Engineer 1	Senior CADD Technician	Secretary/Clerical	Project Controls	Expenses	Hours	Fee
	$ 287	$ 240	$ 135	$ 152	$ 111	$ 181			
Task 1. Change Order 01									
Additional Hydraulic Modeling	2	16	24		2	2		46	$ 8,238
Additional Cost Estimation	4	16	24	24	2			70	$ 12,098
Preparation and Attendance with City Staff in Meetings	4	16			2	2	$ 250	24	$ 5,822
Prepare Presentations, Reports, Meeting Minutes	4	8	8		4			24	$ 4,592
Total	**14**	**56**	**56**	**24**	**10**	**4**	**$ 250**	**164**	**$ 30,750**

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: Brandy Colandrea, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: ~~Purchase Approval for Two 2025 Elgin RegenX Sweepers~~

SUGGESTED ACTION:

Staff recommends approving the purchase of two 2025 Elgin RegenX Sweepers from Environmental Products Group, Inc., for a total cost of $663,334. This purchase also includes a comprehensive maintenance package $120,000. The combined total expenditure amounts to $783,334. The acquisition will be carried out under Sourcewell Contract #093021-ELG.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The new trucks will replace two existing sweeper trucks that are approximately five years old and have reached the end of their expected service life. The replacement sweepers are expected to provide significant process improvements, enhancing efficiency, safety, and reliability in operations.

This item was moved to the May 14, 2025 agenda.

SUGGESTED MOTION:
This item was moved to the May 14, 2025 agenda.

ATTACHMENTS:

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: Brandy Colandrea, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: State of Florida Department of Transportation Amendment to the Traffic Signal Maintenance and Compensation Agreement - 2025-26 TSMCA Exhibit A Renewal - FPID 413639-1-88-01, Contract ARW43

SUGGESTED ACTION: Staff is requesting the Mayor execute Amendment No. 10 to the FDOT Traffic Signal Maintenance and Compensation Agreement, associated with Contract ARW43, in the total sum of $297,341.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The consent agenda for the State of Florida Department of Transportation (FDOT) regarding the amendment to the Traffic Signal Maintenance and Compensation Agreement (ARW43) typically involves administrative and operational updates. These agreements outline the responsibilities of local agencies and FDOT for maintaining and operating traffic signals and related devices. The amendment may address changes in funding, maintenance procedures, or compensation terms to ensure the efficient operation of traffic signals within the jurisdiction.

FINANCIAL IMPACT:
The Traffic Signal Maintenance and Compensation Agreement benefits local municipalities by providing financial support through annual compensation from the Florida Department of Transportation (FDOT) to cover the costs of maintaining and operating traffic signals and devices. This support helps enhance traffic

management, improving safety and reducing congestion for drivers, pedestrians, and cyclists. Additionally, the agreement fosters collaboration by clearly defining the responsibilities of FDOT and the local agency, ensuring accountability while granting municipalities access to state resources and expertise.

SUGGESTED MOTION:
Motion to approve the amendment to the Traffic Signal Maintenance and Compensation Agreement (ARW43) with the Florida Department of Transportation.

ATTACHMENTS:
Amendment to the Traffic Signal Maintenance and Compensation Agreement

Docusign Envelope ID: 16A8074C-38FE-4091-9A45-F1B77F0EB6EA

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARW43
FINANCIAL PROJECT NO. 413639-1-88-01
F.E.I.D. NO. F596000283001
AMENDMENT NO. 10

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this day of , 2025, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the City of Bradenton, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on June 8, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

CITY OF BRADENTON, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: Gene Brown

Title: Mayor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: District Traffic Operations Engineer

Legal Review: _____ DS

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2026 **Maintaining Agency:** **City of Bradenton**

Effective Date: 7/1/2025 **To: 6/30/2026** FPID: 413639-1-88-01 Contract: ARW43

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 45/US 41B	21ST AVE W	404		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 45/US 41B	17TH AVE W	405		$ 5,892					$ 416				$ 262					$ 730		$ 7,300
SR 45/US 41B	12TH AVE W	406		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 45/US 41B	9TH AVE W	407		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 45/US 41B	8TH AVE W	408		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 45/US 41B	9TH ST W	412		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 45/US 41B	SR 64 EB / 6TH AVE W	413		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 45/US 41B	SR 64 / MANATEE AVE	414		$ 5,892					$ 416			$ 131	$ 131					$ 730		$ 7,300
SR 45/US 41B	3RD AVE W	415		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 64/	10TH ST W	454		$ 5,892					$ 416				$ 131							$ 6,439
SR 64/	SR 55/US 41/US 301/1ST ST	455		$ 5,892					$ 416				$ 131							$ 6,439
SR 64/	9TH ST E	456		$ 5,892					$ 416				$ 131							$ 6,439
SR 64/	17TH ST E	457		$ 5,892					$ 416				$ 131							$ 6,439
SR 64/	27TH ST E	458		$ 5,892					$ 416			$ 131	$ 262					$ 730		$ 7,431
SR 64/	CARLTON ARMS BLVD	459		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 64/	43RD ST E/OAK LEAF BLVD	460		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 64/	48TH ST CT E	461		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 64/	15TH ST E	472		$ 5,892					$ 416				$ 262					$ 730		$ 7,300
SR 64/	9TH ST E	473		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 64/	SR 55/US 41/US 301/1ST ST	474		$ 5,892					$ 416			$ 131	$ 131					$ 730		$ 7,300
SR 64/	10TH ST W	475		$ 5,892						$ 445			$ 131							$ 6,468
SR 70/	7TH AVE E	487		$ 5,892					$ 416				$ 131							$ 6,439
SR 55/US 41	13TH AVE E	499		$ 5,892					$ 416			$ 131	$ 262					$ 730		$ 7,431
SR 55/US 41	9TH AVE / MLK JR AVE	500		$ 5,892					$ 416			$ 131	$ 131					$ 730		$ 7,300
SR 64/	75TH ST W	505		$ 5,892					$ 416	$ 445		$ 131	$ 262					$ 730		$ 7,876
SR 64/	VILLAGE GREEN PKWY	506		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 64/	67TH ST W	507		$ 5,892					$ 416				$ 131							$ 6,439
SR 64/	59TH ST W	508		$ 5,892					$ 416			$ 131	$ 262					$ 730		$ 7,431
SR 64/	51ST ST W	509		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 64/	43RD ST W	510		$ 5,892					$ 416			$ 131	$ 262					$ 730		$ 7,431
SR 64/	39TH ST W	511		$ 5,892					$ 416				$ 131							$ 6,439
SR 64/	26TH ST W	512		$ 5,892								$ 131	$ 262					$ 730		$ 7,015
SR 64/	15TH STREET WEST	513		$ 5,892									$ 131					$ 730		$ 6,753
SR 64 EB	14TH ST W	514		$ 5,892									$ 131					$ 730		$ 6,753
SR 64/	13TH ST W	515		$ 5,892									$ 131							$ 6,023
SR 64/	12TH ST W	516		$ 5,892									$ 131					$ 730		$ 6,753
SR 64/	12TH ST W	517		$ 5,892									$ 131					$ 730		$ 6,753
SR 64/	13TH ST W	518		$ 5,892									$ 131							$ 6,023
SR 64 WB	14TH ST W	519		$ 5,892									$ 262					$ 730		$ 6,884
SR 64 EB	11th St W	1519		$ 5,892					$ 416				$ 131							$ 6,439
SR 64 WB	Court St.	1520		$ 5,892					$ 416	$ 445			$ 131							$ 6,884
US 41B NB	13TH ST W (RRFB)	F184				$ 804														$ 804
US 41B SB	13TH ST W (RRFB)	F186				$ 804														$ 804
US 41B NB	11TH ST W (RRFB)	F187				$ 804														$ 804
US 41B SB	11TH ST W (RRFB)	F189				$ 804														$ 804
US 41B NB	12TH ST W (RRFB)	F191				$ 804														$ 804
SR 64 (Manatee Ave)	W OF 17th ST E	F209				$ 804														$ 804
SR 64 WB (Manatee Ave)	E OF 17TH ST E (Median)	F210						$ 405												$ 405
SR 64 WB (Manatee Ave)	E OF 17TH ST E (Shoulder)	F211						$ 405												$ 405
SR 64 EB (Manatee Ave)	W OF 15TH ST E (Median)	F266						$ 405												$ 405
SR 64 EB (Manatee Ave)	W OF 15TH ST E (Shoulder)	F267						$ 405												$ 405
SR 64 (Manatee Ave)	W OF 43RD ST W	F306				$ 804														$ 804

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2026 **Maintaining Agency:** **City of Bradenton**

Effective Date: 7/1/2025 **To: 6/30/2026** FPID: 413639-1-88-01 Contract: ARW43

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 64	Manatee Bridge (BlueToad)	SPID 321										$ 131	$ 131					$ 730		$ 992
SR 64	West end of Perico Island (MVDS 22	VDS-Man.Br.										$ 131								$ 131
US 41/1st St	S of 11th Ave W (MVDS 51)	VDS-4111										$ 131								$ 131
US 41B/9th St W	N of 8th Ave W (MVDS 50)	VDS-4101										$ 131								$ 131
SR 64 EB/6th Ave W	W of 8th St W (MVDS 2)	VDS-4018										$ 131								$ 131
SR 64 EB/6th Ave W	E of 14th St W (MVDS 1)	VDS-4121										$ 131								$ 131
SR 64 EB/6th Ave E	E of 9th St E (MVDS 33)	VDS-4016										$ 131								$ 131
SR 64 WB/Manatee Ave E	E of 1st St (MVDS 6)	VDS-4113-1										$ 131								$ 131
US 41/1st St	S of SR 64 (MVDS 5)	VDS-4113-2										$ 131								$ 131
US 41B/9th St W	S of 3rd Ave W (MVDS 4)	VDS-4118										$ 131								$ 131
SR 64 WB/Manatee Ave W	E of 8th St W (MVDS 3)	VDS-4019										$ 131								$ 131
SR 64	W of 17th St E (MVDS 7)	VDS-4013										$ 131								$ 131
SR 64	E of 26th St W (MVDS 30)	VDS-4025										$ 131								$ 131
SR 64	W of Village Green (MVDS 29)	VDS-4031										$ 131				$ 2,149				$ 2,280
US 41B/14th St W	S of 17th Ave W (MVDS 47)	VDS-4081										$ 131								$ 131
																				$ -
																		Total Lump Sum *		$ 297,341

* Amount paid shall be the Total Lump Sum ***minus any retainage or forfeiture***.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $ 297,341

Maintaining Agency Gene Brown, Mayor Date

District Traffic Operations Engineer Date

Legend:

TS - Traffic Signal
IMTS - Traffic Signal Interconnected & Monitored
ICB - Intersection Control Beacon
PFB - Pedestrian Flashing Beacon
FDS - Emergency Fire Department Signal
SAWD - Speed Activated Warning Display
ISNS - Illuminated Street Name Sign
BOS - Blank Out Sign
TWB - Traffic Warning Beacon
PDDS - Probe Data Detection System (formerly Travel Time Detector (TTD))
UPS - Uninterruptible Power Supply
CAVD - Connected Automated Vehicle Device
PHB - Pedestrian Hybrid Beacon
ADMS - Arterial Dynamic Message Sign
PPD - Passive Pedestrian Detection
TrMC - Traffic Monitoring Camera
IRWL - In-Roadway Warning Lights
Total - Compensation Amount (using Unit Rates from Exhibit B)

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Approval of the Expenditure for Filter Replacement Panels at the Water Reclamation Facility (WRF)

SUGGESTED ACTION: Council approval of the expenditure for the filter panel replacement.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The control panel for the filter at the WRF are more than 25 years old and in need of replacement. The panels require manual operation from the elevated walkway in good and severe weather conditions. In order to program the panels into SCADA for remote operation and extended functionality, new panels are required.

FINANCIAL IMPACT:
The FY2025 budget approved in September 2024 included the funding for the replacement of the panels - GL account 40859000-563000-25521.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the expenditure for filter replacement panels at the Water Reclamation Facility.

ATTACHMENTS:
Sole Source Letter from De Nora Water Technologies

Proposal from De Nora Water Technologies

May 9, 2024

City of Bradenton, Florida
Attn: Brandy Colandrea
Deputy Director
Public Works & Utility
1411 9th Street West
Bradenton, Florida 34205

RE: Sole Source Representation

De Nora Water Technologies is the Sole Manufacturer of our De Nora Tetra™ DeepBed™ granular media filtration, and Denite® biological filtration processes.

- NSF61 approved
- Over 1300 global installations providing media filtration solutions to both municipal and industrial markets
- Since 1960, De Nora Tetra™ tertiary filtration systems have been used in municipal wastewater applications providing advanced wastewater treatment plant effluent that is safe and cost effective.
- De Nora Water Technologies engineering team for De Nora Tetra™ are based in our offices in Pittsburgh, PA and Sugar Land, TX. We provide all designs, PLC programming, PLC integration, monitor installation, start-up and commissioning and service with our own staff or Authorized Service Reps (ASR's).

De Nora Water Technologies is sole provider for parts and services, in conjunction with our approved local representatives. Moss Kelley, Inc./MKI Services, Inc., is our Authorized Representative within the State of Florida for the purchase of new products and OEM parts.

Moss Kelley, Inc.
210 University Drive, Suite 500
Coral Springs, FL 33071
(954) 755-2092

They look forward to working with you.
Sincerely,

Nancy Hatley

Nancy Hatley
Regional Sales Manager, SE
Disinfection & Filtration, Electrochlorination
De Nora Water Technologies
Tel: 215-353-2298
Fax: 215-822-6409
Email: nancy.hatley@denora.com
www.denora.com

Proposal Prepared for:

City of Bradenton

DE NORA TETRA Denite FILTRATION SYSTEM UPGRADE (6) 10’ X 50’ FILTERS

Project Name: City of Bradenton Upgrades
Proposal Number: P-153686 Rev 0
Date: 6 November 2024

De Nora Water Technologies
322 North Shore Drive
Building 1B, Suite 200
Pittsburgh, PA 15212
Tel: +1 724 218 7000

Contacts:

Nancy Hatley
Regional Sales Manager, SE
+1 215 353 2298 (cell)
Nancy.Hatley@denora.com

W. Ben McDorman - Representative
Moss Kelley, Inc
+1 954 415 7411 (cell)
wbm@mosskelley.com

TABLE OF CONTENTS

1.0 Introduction

2.0 Equipment Description

3.0 Field Services

4.0 Qualifications

5.0 Price and Payment Schedule

6.0 Production Schedule

7.0 Notable Experience List for WWTP DE NORA TETRA® Denite® Projects

1.0 INTRODUCTION

De Nora Water Technologies, LLC (De Nora) is pleased to offer this proposal for the supply of equipment, materials and services for the controls upgrade of six (6) 10'-0" X 50'-0" existing DE NORA TETRA® DeepBed denitrification filters for the City of Bradenton WWTP. This proposal is for the replacement of existing local filter control panels, one flow control valve and one flow meter.

2.0 EQUIPMENT DESCRIPTION

2.1 Controls Equipment

3 Local Filter Control Panels

NEMA 4X 304 stainless steel enclosures with front access door. Each local control panel will control two filters, as a result, the existing six filters will be controllable by the new panels. Designed to match existing consoles at the site.

Local panel devices enable the operator to perform manual backwash sequencing for the filters associated with that panel, and operation of pumps, blowers and auxiliary equipment. All wiring to field devices will be terminated at a numbered terminal strip mounted directly in the panel. Local panels include:

- Filter valve operating switches
- Filter valve position lights
- Backwash blowers operating switches and status lights
- Backwash pumps status lights and operating switches
- Indicating light "Local Control Selected"

2.2 Filter Automatic Valve

1 12" Backwash Water Flow Control Valve (modulating)

Control Valve to replace the existing valve, which is currently defective, butterfly type per AWWA Standard C504, with cast iron body and disc, and 304 stainless steel shafts. Valve Class will be 150B. The valve operators will be in accordance with AWWA C540 and pneumatic actuation to match existing setup.

2.3 Filter Instrumentation

1 Backwash Water Flow Meter

18" flanged mag-meter to replace the existing ultrasonic flowmeter which is installed in an underground vault and is partially defective. Includes stainless steel grounding rings and remote local flow indicating transmitter. Transmitter mounting bracket is not by De Nora.

3.0 FIELD SERVICES

De Nora will furnish the services of a qualified field representative to perform the necessary installation checkups on new equipment wiring and operation:

3 man-days in 1 trip for EIC operational check and start-up.

Additional services can be purchased, if desired, at the rate of $1,562 per day (8 hr/day max.), including travel days, plus travel and living expenses to be billed at cost.

When the De Nora field representative arrives on-site at the time requested by the contractor/purchaser, all equipment must be ready for work to begin. If equipment is not ready then our standard per diem rate, plus travel and living expenses, will apply.

De Nora will provide 1 operation and maintenance manual in final form.

4.0 QUALIFICATIONS

The following items are not included in the De Nora filter package

- Receiving, unloading, storing and installation of De Nora supplied equipment.
- Anchor bolts for local control panels.
- Disconnecting of existing wiring and removal of existing local control panels.
- Interconnecting wiring between the existing main control panel and local control panels.
- Remove and install new control valve.
- Remove and install new flow meter. Note this will require bypassing filter during installation.
- Interconnecting wiring between the new control valve, flow meter and their respective control panels.
- Water supply/disposal for flushing of filter internals
- Performance testing; sample collection and lab services
- Spare parts

5.0 PRICE AND PAYMENT SCHEDULE

De Nora will deliver the equipment, materials and service described herein including freight, but no taxes for:

(3) Local Control Panels and Field Service	**$142,300.00**
(1) Flow Control Valve and (1) Flow Meter	**$34,600.00**

Pricing is valid for 30 days from the date of this proposal.

De Nora Water Technologies, LLC General Terms and Conditions of Sale set forth at http://www.denora.com/products.html shall exclusively govern the transactions described or contemplated in this quotation/proposal and any other sales or related transaction between the parties herein, and such Terms are expressly incorporated by reference herein and to any related agreements between the parties. Any additional or different terms or conditions which may appear in any communication from , including, without limitation, in any printed form provided, are hereby expressly objected to and rejected in full and shall not be effective or binding in any capacity unless expressly accepted in an authorized writing by De Nora Water Technologies, LLC, regardless of, and fully notwithstanding, De Nora Water Technologies, LLC's supply of any goods

and services or the execution of any document or acceptance by any person other than an officer or authorized agent of De Nora Water Technologies, LLC

In the event that this Proposal is executed by duly authorized representative and/or signatory then all terms and conditions of this Proposal, including but not limited to all matters pertaining to pricing and specification, commercial terms as included herein or incorporated by reference are deemed to be accepted. If purchaser issues a purchase order containing any other terms and conditions, such terms shall be of no effect unless expressly agreed to in writing by a duly authorized representative of De Nora Water Technologies, LLC.

Payment is net 30 days after invoice. All invoices to be submitted by the 25th day of the month or sooner. Interest to be billed at 1-1/2% per month on invoices unpaid after 30 days or the maximum allowable by law, whichever is less.

Payment shall be made as follows:

10%	at order acceptance
10%	at engineering submittals
70%	at delivery to site
10%	startup upon completion, *not to exceed 60 days from delivery*

6.0 PRODUCTION SCHEDULE

- Submittal for approval:
  - EIC documents 4 to 6 weeks after acceptance of purchase order.
  - Submittal approval time is expected to be 2 weeks unless more time is agreed to.
- Delivery from approval:
  - Local Control Panels 14 to 16 weeks
  - Control valve and flow meter 20-24 weeks
- All delivery times are subject to confirmation at time of award

DE NORA

NOTABLE EXPERIENCE LIST FOR WWTP DENITE® PROJECTS

Plant Designation	City	Country	Description	Underdrain Type	Area (ft2)	Average Daily Flow (MGD)	Year
Shaoxing WWTP	Shaoxing	China	(40) 13'-6" X 80' Denite Filters	Snap T	43,227	105.7	2019
Back River WWTP	Baltimore	USA	(52) 11'-8" x 100'-0" Denite Filters	Snap T	60,663	188.0	2017
Zhongbai WWTP	Minsk	Belarus	(4) 9'-6" x 40'-0" Denite Filters	Snap T	1,520	3.5	2016
Northport WWTP Upgrades Phase II	Northport	USA	(3) 7'-7" x 9'-4" Denite Filters	Snap T	212	0.3	2014
Sanqiang WWTP	Xianghe	China	(4) 9'-6" x 40'-0" Denite Filters	Snap T	1,520		2011
T.P. Smith WRF	Tallahassee	USA	(10) 9'-6" x 72' Denite Filters	Snap T	6,840	26.5	2009
Cumberland WWTP	Cumberland	USA	(8) 11'-8" x 90' Denite Filters	Snap T	8,402	15.0	2009
York River Treatment Plant	Hampton Roads	USA	(9) 11'-8" x 100' Denite Filters	T Block	10,503	25.4	2008
Littleton-Englewood WWTP	Littleton-Englewood	USA	(8) 11'-8" x 96'-0" Denite Filters, TetraFlex	T Block	8,963	21.2	2008
Bundamba AWTP	Bundamba	Australia	(4) 9'-6" x 48' Denite Filters	T Block	1,368	2.7	2007
Franklin	Franklin	USA	(5) 11'-8" x 77'-0" Denite Filters	T Block	4,493	12.0	2002
South Cross Bayou AWRF	Pinellas County	USA	(12) 9'-8" x 85'-0" Denite Filters	T Block	9,863	33.0	2000
Scotts Valley	Scotts Valley	USA	(2) 9'-6" x 14' Denite Filters	T Block	266	1.0	1999
City Of Richmond	Richmond	USA	(18) Dual Cell Denite Filters, Each Cell 5' x 75'	Snap T	6,750	50.0	1990
City of Dunedin	Pinellas County	USA	(4) 10' x 50' Denite Filters	8" M Block	2,000	6.0	1989

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: WRF Aquifer Recharge Well Surface Facilities Design and Bidding Services

SUGGESTED ACTION: Staff recommends approving the design contract with Jones Edmunds and Associates for $387,000 and authorizing the Mayor to sign the agreement on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Florida Statutes 403.064 and 403.892, previously known as Senate Bill 64, mandate the elimination of non-beneficial surface water discharges by January 1, 2032. As part of these regulatory requirements, treated discharges from the wastewater plant into the Manatee River must stop. To comply, the City has begun drilling a deep injection well approximately 1,000 feet deep. The next phase involves the design and subsequent construction of a pumping station to direct water into the well. Funding for the design phase was approved as part of the FY2025 budget in September 2024.

FINANCIAL IMPACT:
The necessary funds for this purchase have already been approved FY2025 budget includes the design fee in the Water/Sewer Fund (402) under the Engineering Division (54110).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed in December 2024.

SUGGESTED MOTION:
Motion to approval of the scope of services from Jones Edmunds to design the pumping station required for the injection well to dispose of fully treated wastewater.

ATTACHMENTS:
Proposal from Jones Edmunds
Executed Contract with Jones Edmunds
Work Assignment Form
Direct Select Form

March 13, 2025

Kim Clayback, PE
Engineering Manager
City of Bradenton
Public Works and Utilities
1411 9th Street West
Bradenton, Florida 34205

RE: City of Bradenton – WWTF Aquifer Recharge Well Surface Facilities Design and Bidding Services; City Project No. 4085900-563000-18501
Jones Edmunds Opportunity No.: 95310-331-24

Dear Ms. Clayback:

Thank you for the opportunity to assist the City of Bradenton (COB) with the surface facility design and bidding services for the new aquifer recharge (AR) well related to the City's Wastewater Treatment Facility (WWTF). This new well is a critical component for the COB's compliance with House Bill (HB 53), which requires limiting/eliminating surface water outfall discharges. The background, scope of services, and fee are summarized below.

BACKGROUND

Jones Edmunds is working with ASRus and the COB to drill and develop an AR well system at the City's WWTF. Under the work order for the well development, Jones Edmunds prepared a Basis of Design Report (BODR), including 30% design drawings and technical specifications, for the surface facilities necessary to connect the AR system to the WWTF infrastructure. A feasibility study for the COB AR System (ASRus, 2017) evaluated the use of AR to better manage wet-weather flows from the City's WWTF and to allow alternate disposal to meet the HB 53 requirements of surface water discharge limitation and elimination. The feasibility study concluded that an AR system can effectively and efficiently manage wet-weather flows from the WWTF for the near future.

Our Scope of Services for this work order has been developed for the final design and bidding services for the required surface facilities (pumps, piping, well head, electrical, instrumentation, control, and SCADA) to connect the AR well currently under development to the WWTF infrastructure in accordance with the BODR and 30% design drawings previously prepared. Construction administration, startup, and implementation services will be provided as an amendment to this work order for the anticipated fiscal year 2026 construction year. As noted in the BODR, the AR Well has a target suitability zone with a total dissolved solids (TDS) concentration of greater than 3,000 milligrams per liter (mg/L). If the development of the AR Well ultimately determines that the suitability zone cannot

meet the flow goals (up to 10 MGD) for the well, then an additional well be required and drilled in a separate area of the WWTF.

SCOPE OF SERVICES

Jones Edmunds appreciates the opportunity to work with the COB on the surface facilities design for the COB Recharge Well. Under this work assignment, Jones Edmunds will provide COB with design services to provide complete, signed, and sealed Contract Documents for Bidding.

The activities for each of these tasks and key assumptions are described below.

TASK 1 – PROJECT MANAGEMENT AND MEETINGS

Project management will include fiscal management of the project, submitting invoices, internal correspondence related to project status, and correspondence with COB as needed to update the project status, deliverables, meetings, and project scheduling.

TASK 2 –2019 BODR UPDATE

The Jones Edmunds team prepared and submitted a BODR for the pumps, piping, tanks, electrical, instrumentation, control, and other appurtenances for the AR system's surface facilities in September 2019. The facilities design was based on Jones Edmunds' Reclaimed Water (RCW) Flow Analysis conducted in 2018 that estimated current and future reclaimed water flows available for injection into the AR Well of 2 to 10 MGD and the expected specific injectivity range of targeted permeable units within the Avon Park formation which range from 20 to 220 gpm/ft, along with a seasonal high and seasonal low groundwater levels of -2.00 to 22.00 feet NGVD 1988. For the 2019 BODR, an AR Well specific injectivity of 120 gpm/feet was selected. Before proceeding with final design of the AR Well surface facilities, it is prudent to revisit the design basis to update the design flows based on recent WWTF flows and modify, if necessary, the sizing of the components of the surface facilities. To that end, Jones Edmunds will complete the following:

- Obtain the most recent WRF flow data through 2025 to incorporate into final design.
- Update the 2018 Reclaimed Water Flow Analysis Technical Memorandum and the 2019 30% BODR to reflect most WRF flows (WRF influent, effluent, and reclaimed water flows) through 2025, including annual average daily flow (AADF), maximum day flow (MDF), peak-hourly flow (PHF), maximum monthly flow (MMF), and peak instantaneous flow (PIF), as required for design on AR surface facilities.
- Based on the data obtained during the current AR Well construction and the AR Well Completion Report (to be completed in 2025), use the results for the determined well specific injectivity to determine well capacity (gpm) and the well pressure (psi) to finalize the size the flow and total dynamic head (TDH) requirements for the AR high-service pumps. This will allow the pump design Hp and electrical power requirements to be finalized as well.

- Provide COB-requested above-grade 20-inch force main from the high-service pump station (HSPS) to the AR Well with updated AR wellhead pad layout and current well construction location. Review the proposed HSPS design layout (two jockey pumps and one duty pump) and discuss with the COB. Update design layouts and submit to the COB for review and approval before proceeding with final design.
- Use existing site geotechnical reports from the recent Clarifier Project and previous Headworks and Oxidation Ditch project to provide soils data for this project.
- Use existing site survey and record drawings for the AR Well, Clarifier, and Oxidation Ditch projects to develop site drawings for the AR Well surface facilities.
- Provide any updates required to the 2024 opinion of probable cost in 2025 dollars.

In addition:

- Our Electrical subconsultant will provide electrical, I&C, and SCADA 30% design update for new 480-volt power to the HSPS and 120-volt power to the AR well flow meter and associated instrumentation and controls for the AR Well system. Due to the large electrical load for the AR well HSPS, a new electrical service, electrical building, and standby generator will be required for these facilities. Provide a P&ID diagram and a written summary of operation and control strategy and proposed SCADA system for incorporation into the BODR update.
- Structural subconsultant will summarize the proposed structural modifications to the existing reclaimed water pump basin and design of new HSPS wetwell, above-ground 20-inch force main pipe supports, and AR Well and flow meter structural pad. A new pre-cast 25-foot by 20-foot electrical building and emergency generator structural pad will be provided for incorporation into the BODR update.
- ASRus will provide updated information on the AR Well based ongoing well drilling activities and QA/QC comments on the BODR update and AR well design layouts.

Basis of Design Report Update – A draft of the BODR Update will be submitted to the COB for review and comment and will include the items described above. Two meetings with the COB are included in this task:

- A kickoff meeting with discussion of AR Well facility design concepts and review of the updated WRF flow data analysis.
- A second review meeting with the COB on comments to the Draft BODR Update.

Final Basis of Design Report Update – The Final BODR Update will incorporate COB comments and conclusions made during the Draft BODR Update review meeting. The Final BODR Update will form the basis of design for the Construction Documents.

Deliverables: The project team will provide documents in accordance with the *City of Bradenton Submittal Request Document*. Electronic copies of the Draft and Final BODR Update, Cost Opinion, and any Basis of Design Calculations will be provided to the COB for the draft BODR Update package. Physical copies will include four hard copies of the Draft BODR Update, one copy of cost opinion, and an updated list of specifications. The project

team will also distribute electronic copies of the design review meeting minutes to those invited to the meeting by email.

TASK 3 – FINAL DESIGN AND BID DOCUMENTS

Jones Edmunds will proceed with developing the Final Design package for the AR surface facilities. The design package will include the following drawings:

- Process flow diagram/hydraulic profile for AR well system, starting at the existing Reclaimed Water HSPS Wetwell, to the proposed AR HSPS Wetwell, to the AR Well head and flow meter, and to the AR well.
- Process Flow and Process & Instrumentation Diagram (P&ID)
- Site Plan and Well Location.
- Yard Piping Plan for the proposed improvements.
- Recharge system mechanical plan, sections, and details.
- Recharge pump station structural plan, sections, and details.
- Recharge system site plan and electrical plans, sections, and details.
- Recharge system process instrumentation drawings and details.
- Electrical Building for Pump VFDs, Switchgear, and backup emergency generator within weather-proof enclosure.
- Structural drawings.

The design package will also include EJCDC front end and Technical Specifications. The Design and Bidding Documents will be completed as outlined below.

TASK 3.1 – 60% DESIGN SUBMITTAL AND REVIEW MEETING

The 60% Design Submittal Package will be submitted to the COB for review and comment. The Submittal Package will include drawings, technical specifications, an updated opinion of probable construction cost, and/or funding agreements obtained by COB, and a project schedule for the surface facilities construction activities. Front end documents will be prepared by the City.

Jones Edmunds will schedule and participate in a 60% Design review meeting at the COB to discuss and obtain COB review comments. The COB's review comments will be discussed and agreed to at this meeting for incorporation into the design package.

Deliverables: Jones Edmunds will provide up to four paper copies and one electronic copy on CD of zip-drive in PDF format of the items indicated above. The drawing sets will be half size (11 x 17 inches). Jones Edmunds will distribute electronic copies of the design review meeting minutes to meeting attendees by email.

TASK 3.2 – 100% DESIGN SUBMITTAL

Based on the agreed-to comments received from the COB on the 60% Design Submittal Package, Jones Edmunds will prepare a 100% Design Submittal Package. The 100% Design Submittal Package will be submitted to ASRus and the COB for review and comment. The

Submittal Package will include drawings, CADD files, survey files, technical specifications, and an updated opinion of probable construction cost, COB Building Permit for the proposed electrical building, and funding agreements obtained by the COB, and a project schedule for the surface facilities construction activities. Front end documents will be prepared by the City.

Jones Edmunds will schedule and participate in a 100% Design review meeting at the COB to discuss and obtain review comments. The COB's review comments agreed to at this meeting will be incorporated into the Final Design Package.

Deliverables: Jones Edmunds will provide up to four paper copies and one electronic copy on CD of zip-drive in PDF format of the items indicated above. The drawing sets will be half size (11 x 17 inches). Jones Edmunds will distribute electronic copies of the design review meeting minutes to meeting attendees by email.

TASK 3.3 –FINAL BID DOCUMENTS SUBMITTAL

Based on the agreed-to comments received from the COB on the 100% Design Submittal Package, Jones Edmunds will prepare and issue the Final Bidding Submittal Package. The Final Bidding Submittal Package will include drawings, CADD Files, technical specifications, an opinion of probable construction cost, funding agreements obtained by the COB, and a project schedule for the surface facilities construction activities. Jones Edmunds will supply to COB Public Works Department all needed design submittal package documents for the solicitation package that will be coordinated with the COB Purchasing Department. The COB Purchasing Department will finalize all solicitation documents and upload to the City's advertising platform that will provide the Bid Documents to contractors.

Deliverables: Jones Edmunds will provide up to four paper copies and one electronic copy on CD of zip-drive in PDF format of the items indicated above. The drawing sets will be half size (11 x 17 inches). Jones Edmunds will distribute electronic copies of the design review meeting minutes to meeting attendees by email only.

TASK 4 – BID-PHASE SERVICES

Jones Edmunds will assist the COB with a competitive bid for the surface facilities construction activities. The bid documents will be designed to obtain competitive bids from multiple contractors. Jones Edmunds bidding services will include the following:

- Provide clarifications to the Bidders' written questions regarding the Bid Documents during the project Bid Phase. Jones Edmunds will prepare clarifications in writing as Addenda and submit to COB Purchasing for posting addendums.
- Provide a letter of recommendation in support of the Contract Award.

Deliverables: Jones Edmunds will provide up to four paper copies and one electronic copy on CD of zip-drive in PDF format of the items indicated above. The drawing sets will be full size (22" x 34"). Jones Edmunds will provide a letter of recommendation and conformed documents for the surface facilities construction.

SCHEDULE

Jones Edmunds will begin work on this project upon receiving the Notice to Proceed (NTP) from the COB PM. The detailed schedule for this project will be based on based on a mutual agreement between the COB and Jones Edmunds at the project kickoff meeting. The overall project milestones are estimated in the list below from the NTP date.

Task	Duration from NTP (months)
Submit Final 2019 BODR Update to the COB	3
Submit 60% Drawings and Specifications the COB	6
Submit 100% Drawings, Specifications and Front End Documents to the COB	8
Submit Final Bid Package the COB	9
Bid Phase Services, Bid Opening and Award	COB to determine (Est at 3 to 4-months)

Notes: This duration is from date of issuance of Notice to Proceed issued by COB to the lowest responsible bidder for construction phase of the surface facilities.

FEE

Tasks 1 through 4 will be completed on a lump-sum basis for a fee not-to-exceed $387,000 as outlined in the fee table below. The work will proceed following approval from the COB. Jones Edmunds will invoice the COB monthly based on percent complete by task.

Tasks – Lump Sum	Cost
Task 1 – Project Management and Meetings	$24,000
Task 2 – 2019 BODR Update (30% Submittal)	$65,000
Task 3 – Final Design and Bid Documents	$280,000
Task 4 – Bid Phase Services	$18,000
Total – Lump Sum Cost	**$387,000**

ASSUMPTIONS AND EXCLUSIONS

The following assumptions and/or exclusions are provided for this scope of work and fee:

1. Construction of the new AR Well is ongoing, and testing data for the Well Completion Report is expected to complete within the first 6 months of 2025 and be available to Jones Edmunds and the COB to use in completing the final design of the AR system.

2. In the newly constructed AR Well, specific injectivity varies significantly from the specific injectivity of 120 gpm/feet assumed in the 2019 BODR; alternatives on pump and well design will be discussed to maintain the maximum injection rate of 10 MGD at the required pressure.

3. This AR Well is in the current FDEP Permit. This Scope of Services excludes FDEP Permit Renewal and/or Minor or Substantial Modifications. The COB has a separate consultant for WWTF Permitting Renewal and Substantial and/or Minor Modifications.

4. Recent geotechnical reports conducted at the COB's WWTF will be used for this project. A separate geotechnical consultant and report are not included in this Scope of Services.

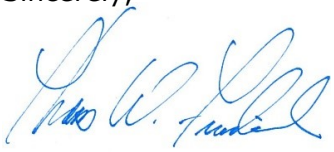
5. Recent WWTF record drawings and site surveys will be used for this project. A separate site survey subconsultant is not included in this Scope of Services.

6. Construction administration, SRF compliance, and O&M Manual for the AR Well surface facilities are not provided in this work order and will be provided as a separate amendment to this work order in FY 2026.

7. Additional services requested by the COB and not included in this Scope of Services shall be coordinated as part of a separate work order or amendment to this work order.

We look forward to working with the COB on this important project. If you have any questions, please feel free to reach out to me or Sean to discuss.

Sincerely,





Thomas W. Friedrich, PE, BCEE
Senior Consultant/ Vice President
(M) 813-263-2204

Sean P. Menard, PE, CDT, ENV SP, Assoc. DBIA
Project Engineer
(M) 813-579-7797

Cc: Mark McNeal, PG – ASRus
David Morris, PE – Wekiva
Pete Hoanshelt, PE – EMI

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Drainage-Stormwater Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 10th day of May 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 Jones Edmunds & Associates, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 7230 Kyle Court Sarasota, FL 34240.

WHEREAS, the CITY desires to obtain Drainage-Stormwater Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT 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 CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, 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. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. 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 CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT'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 CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT'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 CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT 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 CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT 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. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

   5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

   a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

   b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

   5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided under a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate** **$1,000,000**
- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

8.0 **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. CONSULTANT hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. CONSULTANT 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 Contract. CONSULTANT 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 Contract. If CONSULTANT 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. CONSULTANT shall be required to complete an E-Verify Affidavit attesting to compliance with Section 448.09, Florida Statutes.

9.0 **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 CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

12.0 **Public Records**. To the extent applicable, CONSULTANT shall comply with the requirements of Florida's Public Records laws, specifically including the following:

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT 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;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

12.5 CONSULTANT acknowledges that all information relating to the Contract 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.

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 Pursuant to FS 558.0035, employees of CONSULTANT may not be held individually liable for damages resulting from negligence under this agreement.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this 10th day of May, 2023

CONSULTANT

Jones Edmunds & Associates, Inc.

7230 Kyle Court

Sarasota, Florida 34240

By: _____

Stanley F. Ferreira, Jr., PE
President & CEO

CITY

City of Bradenton

1411 9th Street West

Bradenton, Florida 34205

By: _____

Gene Brown
Mayor, City of Bradenton

Witness for CONSULTANT:

By: _____

Witness for CITY:

By: _____

Tamara Melton
City Clerk

Approved as to Form:

By: _____

Scott Rudacille
City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.2 DRAINAGE/STORMWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional drainage/stormwater engineering services related to miscellaneous drainage or stormwater improvements projects, as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Feasibility studies

b) Master planning

c) Stormwater modeling

d) Stormwater system design

e) Project permitting services

f) Development of construction cost opinions

g) Development of construction plans and specifications

h) Professional services during construction

- Construction administration services
- Construction observation services
- Completion of project close-out activities including Record Drawings in multiple electronic formats

i) Alternative project delivery methodologies (design-build, etc.)

j) Value engineering

Exhibit A – Scope of Services

4.6 HYDROGEOLOGICAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional hydrogeological services related to miscellaneous projects related to the City's existing Aquifer Storage and Recovery (ASR) well program, as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Soil mapping and classification

b) Subsurface explorations/geophysical surveys

c) Soil and materials testing services

d) Settlement analyses

e) Sinkhole evaluations

f) Injection well design, permitting and construction administration/management

g) ASR system planning, permitting, design and construction

Exhibit A – Scope of Services

4.11 WATER/WASTEWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional water/wastewater engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Regulatory permitting and compliance assistance

b) Water supply evaluation, planning, permitting, and design

c) Water transmission/distribution system modeling, planning and design

d) Water/wastewater treatment plant operations evaluation, and design

e) Wastewater collection/transmission system evaluation, planning, and design

f) Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design

g) Water/wastewater/reclaimed water SCADA and instrumentation system planning and design

h) Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design

i) Professional services during construction

   a. Construction administration services

   b. Construction observation services

   c. Completion of project close-out activities including Record Drawings in multiple electronic formats

j) Alternative project delivery methodologies (design-build, etc.)

k) Value engineering

Exhibit B – Key Personnel

Client Services	Project Principal
Thomas Friedrich, PE	Thomas Friedrich, PE

Drainage/Stormwater Engineering Services	Hydrogeological Services	Water/Wastewater Engineering Services
Brett Cunningham, PE	Michelle Hays, PG	Anthony Holmes, PE
Thy Do, PE	Timothy Cully, PG	Sean Menard, PE

Support to the Jones Edmunds Team		
Justin Gregory, PE	*Elizabeth Kennelley*	*Michael Clark, PE*
Khan Boupha, PE	*Royce Gamble*	*John Horvath, PE*
Tracy Dayton, PE	*Misty Railey*	*Jafet Torres-Rivera, PE*
Mark Erwin, PE	*Bill Rockett*	*Brian Icerman, PE*
William Lynch, PE		*Christopher Makransky, PE*
David Plavcan, PE		*Zachary Splayt, EI*
Chelsea Goodman, EI		*Marisol Alvarez, EI*
Jeremy Reynolds		*Timothy (TJ) Lillo, EI*
Brian Rosenfeld		*Luis Castro, EI*
Thomas Blush		*Ron Meadows*
		Sylvester (Sly) Sims
		John (Kramer) Kramer
		Zacharias Allison

Exhibit C - Standard Hourly Rate Schedule

Labor Category	Hourly Rate
Project Officer	$ 300
Senior Project Manager	$ 265
Project Manager	$ 225
Chief Engineer or Scientist	$ 275
Senior Engineer	$ 290
Senior Scientist	$ 190
Project Engineer	$ 225
Project Scientist	$ 180
Engineer or Scientist	$ 160
Engineer Intern (PhD)	$ 140
Engineer Intern or Associate Scientist	$ 125
Designer	$ 140
Senior CADD Designer	$ 140
CADD Designer	$ 135
Senior CADD Technician	$ 110
CADD Technician	$ 100
Systems Analyst	$ 215
Senior GIS Analyst or Senior GIS Programmer	$ 160
GIS Analyst or Programmer	$ 125
Senior GIS Technician	$ 100
GIS Technician	$ 90
Senior Database Administrator	$ 205
Database Administrator	$ 170
Environmental Data Analyst	$ 110
Senior Field Technician Environmental	$ 125
Field Technician Environmental	$ 105
Senior Construction Administrator	$ 190
Construction Administrator	$ 170
Senior Field Representative Construction	$ 135
Field Representative Construction	$ 110
Construction Project Coordinator	$ 95
Senior Administrative Assistant	$ 125
Administrative Assistant	$ 95
Senior Technical Editor	$ 170

CONTRACT
BETWEEN
JONES EDMUNDS & ASSOCIATES, INC.
AND
CITY OF BRADENTON

CITY ASSIGNMENT NO.

WORK ASSIGNMENT TITLE: WWTF Aquifer Recharge Well Surface Facilities Design and Bidding Services

The following documents are required and are attached and incorporated as part of this Work Assignment:

1. DIRECT SELECT FORM
2. SCOPE OF WORK
3. WORK ASSIGNMENT SCHEDULE

NEGOTIATED FEE: $387,000

CONSULTANT'S PROJECT MANAGER:
NAME: Thomas Friedrich TITLE: Senior Consultant

EMAIL: tfriedrich@jonesedmunds.com PHONE: 813-258-0703

CITY'S PROJECT MANAGER:
NAME: Kim Clayback TITLE: Engineering Manager

EMAIL: kim.clayback@bradentonfl.gov PHONE: 941-708-6300 x224

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

Upon execution below by all parties this Work Assignment shall be deemed to be an integral part of the above Contract.

CONSULTANT PROJECT MANAGER: Thomas W, Friedrich
(PRINT NAME)

SIGNATURE:_____ Date 12/9/2025

CITY PROJECT MANAGER: Irvin Lee Digitally signed by Irvin Lee Date: 2025.03.18 15:14:05 -04'00'
(PRINT NAME)

SIGNATURE:_____ Date_____

CITY MAYOR:

_____
(PRINT NAME)

SIGNATURE:_____ Date_____

Direct Select Form

Request Date	Contract No.	Cost Estimate
11/25/24	RFP 22-029TWS	$387,000

Requested By: Kim Clayback	**Division / Department: Engineering**
Administrative Agent (*If different from Requestor*):	
Library Category: Water & Wastewater Design Services	**Vendor Name: Jones Edmunds & Associates, Inc.**

Work Assignment Title: WWTF Aquifer Recharge Well Surface Facilities Design and Bidding Services

Description of Requested Services:

Design services to provide complete, signed, and sealed Contract Documents for Bidding of the surface facilities for the new aquifer recharge well at the Wastewater Treatment Facility, including:

- **Updating the 2019 basis of design report**
- **Final design of pumps, piping, well head, electrical, instrumentation, control, and SCADA systems**
- **Process flow diagram and hydraulic profile**
- **Process & instrumentation diagram (P&ID)**
- **Site plan**
- **Yard Piping Plan**
- **Recharge system mechanical plan, sections, and details**
- **Recharge pump station structural plan, sections, and details**
- **Recharge system site plan and electrical plans, sections, and details**
- **Recharge system process instrumentation drawings and details**
- **Electrical drawings for pump VFDs, switchgear, and backup emergency generator**
- **Structural drawings**
- **Technical Specifications**
- **Bid-phase services**

Justification: (*Select all that apply and explain below*)	Past experience with project Continuation of previous work assignment Unique qualifications Other

Comments / Explanation of Direct Select:

Jones Edmunds completed the BODR for this project in 2019 and is the engineer of record for the 4th clarifier project, which is currently in construction. They have also worked closely with ASRUs, the geological consultant for the well drilling, which is also in construction. In addition, they have worked on numerous other projects at the plant throughout its history and have thorough knowledge of the existing process.

Requestor: Kim Clayback	**Signature:** Kim B Clayback	**Date:** 3/18/25
Department Director: Irvin Lee	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2025.03.18 15:14:05 -04'00'	**Date:** 3/18/25
Procurement Manager: Erin Jones	**Signature:** Erin Jones Digitally signed by Erin Jones Date: 2025.03.20 10:50:56 -04'00'	**Date:** 3/20/25

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-25-014NT with Musco Sports Lighting, LLC

SUGGESTED ACTION: Approve agreement for Mayor's Signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Musco Sports Lighting, LLC ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with sports lighting solutions with related technology, equipment, and services. This agreement is in accordance with the specifications per the Agreement between Sourcewell and Contractor for sports lighting solutions with related technology, equipment, and services, including all amendments thereto, Sourcewell Request for Proposals ("RFP") No. 041123, and Contractor's response to RFP No. 041123, 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 June 16, 2027

FINANCIAL IMPACT:
Included in FY2024-25 budget

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

SUGGESTED MOTION:
Motion to approve agreement PB-25-014NT with Musco Sports Lighting, LLC.

ATTACHMENTS:
Agreement Musco Lighting, LLC

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-25-014NT BETWEEN THE CITY OF BRADENTON AND MUSCO SPORTS LIGHTING, LLC.

Musco Sports Lighting, LLC ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with sports lighting solutions with related technology, equipment, and services. This agreement is in accordance with the specifications per the Agreement between Sourcewell and Contractor for sports lighting solutions with related technology, equipment, and services, including all amendments thereto, Sourcewell Request for Proposals ("RFP") No. 041123, and Contractor's response to RFP No. 041123, 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 June 16, 2027, with the following modifications:

1. All references to "Participating Entity" shall be replaced with "City of Bradenton, Florida".

2. Section 6(b) shall be modified to include the following:

   Payment of all invoices under this Agreement shall be remitted in accordance with Florida's Prompt Payment Act.

3. Section 11 shall be deleted in its entirety and replaced with the following:

   Contractor hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with (i) Contractor's performance, non-performance, or material breach of any provision of this Agreement or of Contractor's duties or obligations under this Agreement; or (ii) Negligence, gross negligence or willful misconduct on behalf of Contractor in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims,

fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Contractor.

4. Section 12 shall be deleted in its entirety.

5. Section 13 shall be deleted in its entirety.

6. Section 14 shall be deleted in its entirety and replaced with the following:

   Governing Law and Venue. The substantive and procedural laws of the State of Florida shall govern this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, shall be in the appropriate state court in Manatee County, Florida, or federal court in Middle District of Florida, Tampa Division.

7. Section 22 shall be modified as follows:

   The City of Bradenton or Contractor may cancel this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. However, the City may cancel this Agreement immediately upon discovery of a material defect in any certification made in Contractor's Proposal. Cancellation of this Agreement does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

8. A new Section, Public Records, shall be added as follows:

Pursuant to §119.0701, Fla. Stat., and to the extent applicable under Florida law, Contractor shall comply with Florida's public records laws as follows:

A. Contractor shall keep and maintain public records required by the City in order to perform the service;

B. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

C. Contractor 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 Agreement if Contractor does not transfer the records to the City;

D. Contractor shall upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

E. Contractor acknowledges that all information relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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

9. A new Section, E-Verify, shall be added as follows:

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Agreement. 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 Agreement. If Contractor has a contract terminated by a public employer for any such violation during the term of this Agreement, it shall provide immediate notice thereof to the City.

10. A new Section, Notice, shall be added as follows:

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

To City:	To CONTRACTOR:
City of Bradenton	Musco Sports Lighting, LLC.

Attn: Purchasing 101 12th St West Bradenton, Florida 34205 Copy to: Blalock Walters, P.A. Attn: Scott E. Rudacille, Esq. 802 11th Street West Bradenton, Florida 34205 srudacille@blalockwalters.com	Attn: Jason Frucht 100 1st Ave West, Oskaloosa, IA 52577 Email: Jason.frucht@musco.com

[*Signature page to follow*]

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.

James M. Hansen, Secretary
Musco Sports Lighting, LLC

April 3, 2025
Date

Gene Brown, Mayor
City of Bradenton

Date

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

4/3/2025
Date

5131194v1



Sourcewell

Customer Information Package

We Make It Happen.

Table of Contents

1. Overview
2. Executed Contract
3. Membership
4. About Sourcewell

1. Overview

Overview – Sourcewell

For 40 years, Sourcewell has helped government, education, and nonprofit agencies operate more efficiently. They help save time and money with contract purchasing solutions that are solicited nationally. Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3). Sourcewell is governed by local elected municipal officials and school board members. As a public agency, all Sourcewell employees are government employees. All education and government entities, as well as nonpublic schools and nonprofit organizations are eligible for a Sourcewell membership. There is no fee to become a Sourcewell member.

Contract #: 041123-MSL
Expiration Date: 06/16/2027
Sports Lighting Solutions with Related Technology, Equipment, and Services

This contract can be used for materials and/or installation on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Sourcewell membership is free and available to government, education and non-profit agencies.

A landing page has been established on their website, www.sourcewell-mn.gov, with information about Musco. Pricing information can be obtained from your sales representative. Musco's landing page also provides, RFP, Bid Acceptance & Award, as well as documentation of the competitive bidding process.

Sourcewell contact information:
Julieyn Holder
Phone: 218-541-5357
Email: julieyn.holder@sourcewell-mn.gov

If you have any questions about the Sourcewell program or any of our other active cooperative purchasing contracts, contact your local Sales Representative or Taylor Knoot at 800-825-6030.

2. Executed Contract

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Solicitation Number: RFP #041123

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577** (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Sports Lighting Solutions with Related Technology, Equipment, and Services** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **June 16, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier’s attached response, the negotiated

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent (0.8%). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

DocuSign Envelope ID: 09C0C94C-5609-4D22-8D12-726BA3F86A50

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC

DocuSigned by:
By: James M. Hansen
05A9E224EF374DF...

James M. Hansen
Title: Secretary

Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...

Chad Coauette
Title: Executive Director/CEO

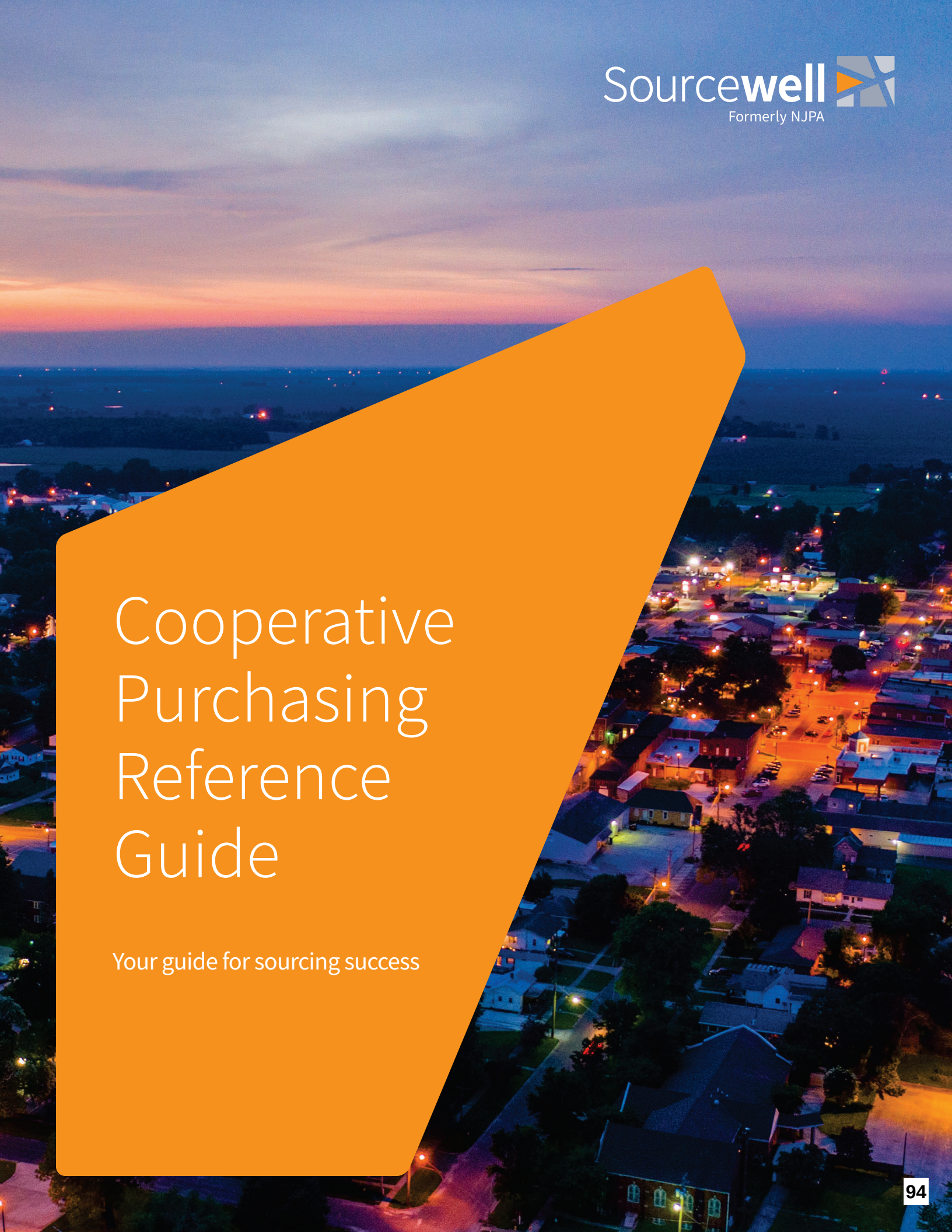
Date: 6/23/2023 | 2:44 PM CDT

3. Membership

Sourcewell membership application can be accessed and completed online at the web site listed below.

https://www.sourcewell-mn.gov/become-member

4. About Sourcewell



Sourcewell
Formerly NJPA

Cooperative Purchasing Reference Guide

Your guide for sourcing success



Together, we are Sourcewell

Cooperative purchasing

Cooperative purchasing is procurement conducted by, or on behalf of, one or more governmental units for use by other governmental units.

Compliant

- Our process can be trusted to satisfy your bid requirements
- We are a government agency that works like you
- Achievement of Excellence in Procurement recipient

Competitive

- Buying power of 50,000 members
- Contracts offer ceiling-based pricing and volume discounts

Convenient

- More than 325 quality vendors holding competitively awarded contracts
- Full suite of options for a complete solution
- Easy, no-cost membership



Become a member

Membership is free. Just fill out an online or paper application. A membership legal agreement is available if needed. After submitting your application, you will receive a Sourcewell member ID number electronically and a welcome packet by mail.

- Online at: www.sourcewell-mn.gov/become-member
- Through hard copy participation membership application (download from our website)
- Through “Joint Exercise of Powers” or “Interlocal” agreements

Make a purchase

Browse our catalog of nationally awarded vendors online. Contact the vendor directly and inform them of your interest in using the Sourcewell contract, OR use our expertise — contact our membership team. We want to be your guide.

For more information, contact our membership team:

877-585-9706
membership@sourcewell-mn.gov

Our process

Cooperative purchasing connects buyers and sellers for efficiency and savings.

Our user-friendly process—the consistency of our documents, forms, and evaluation criteria—is among our greatest assets.

We continuously refine our efforts to meet the changing needs of our members. They value our North American competitive procurement process which satisfies local procurements. requirements.

Our members add value to these steps by understanding their local procurement requirements and assessing their ability to legally access and utilize Sourcewell contracts.

Competitive procurement process

1. **Scope of solicitation**
   We determine the scope of each competitive solicitation by identifying the needs of our members. This is accomplished through daily interactions and guidance from our members.

2. **Authorization from Sourcewell Board of Directors**
   Before initiating a solicitation, we seek permission from the publicly elected Sourcewell Board of Directors.

3. **Public notice and advertising**
   Upon approval from the Board, we issue a public notice and advertisement. Refer to www.sourcewell-mn.gov/process for specific advertising locations.

4. **Proposal receipt and opening**
   We time and date stamp each proposal upon receipt at our office in Staples, MN. We conduct a public-proposal opening at a time, date, and place specified in the RFP. For Sourcewell solicitations published after March 31, 2019, we accept web-based, digital submissions through the Sourcewell Procurement Portal. Responses through the portal are secure and inaccessible until after the published due date and time.

5. **Objective evaluation**
   At the proposal opening, we evaluate the responsiveness of each proposal received. The evaluation committee then presents its recommendations to the chief procurement officer (CPO) for final review and approval.

6. **Official award**
   Upon approval by the CPO and ratification by the Sourcewell Board of Directors, we award the recommended vendor(s) a four-year contract with the potential for a one-year extension. The Procurement Department sends a Notice of Award or Non-Award to all respondents via email.

7. **Posting and review of approved contract documents**
   Sourcewell maintains a complete procurement file, and contract documentation is posted on our website. We periodically review all awarded contracts for compliance and effectiveness. In addition, Sourcewell may review and approve price and product changes at the vendor's request.







3-time recipient of the Achievement of Excellence in Procurement award.

The Sourcewell advantage

Sourcewell is a self-funded government organization. We partner with government, education, and nonprofit entities to boost student and community success.

You can confidently partner with Sourcewell because we:

Value independence

- As a government agency authorized by the state of Minnesota, we can enter into contracts and operate as our own cooperative purchasing lead agency. (See enabling legislation on page 6)
    - We adhere to competitive solicitation requirements of the Uniform Municipal Contracting Law.
- We award most contracts corporately, but you purchase from local dealers and providers.
- Contract terms allow you to propose supplemental terms and conditions.

Lead the way

- Choice of high-quality equipment/products/services–300 North American vendor contracts and more than 500 construction contracts.
- We eliminate low-bid, low-quality issues. You capture lifecycle-cost savings.
- Our contracts are tailored to you with solutions-based solicitations.
    - Basic to fully customized solutions available when you choose from a suite of options.

Read the fine print

- Proven procurement process, refined over 40 years. (See prior page.)
- Contracts competitively solicited on your behalf and awarded by our CPO and elected board.
- The documentation you need is right at your fingertips–with a complete procurement file posted on our website sourcewell-mn.gov.

Make purchasing easy

- Browse our catalog of awarded vendors online.
- Members can then contact the vendor directly and tell them you'd like to use the Sourcewell contract.
    - If not a member, check out how easy it is to join on page 3.
- Tap into our expertise by contacting our membership team: 877-585-9706 or membership@sourcewell-mn.gov.

Frequently asked questions

Q. Who is Sourcewell?

A. Sourcewell, formerly National Joint Powers Alliance, is a local unit of government, a public corporation and agency under the Minnesota Constitution and its enabling law, Minnesota Statutes § 123A.21. Sourcewell employees are government employees.

Q. What is Sourcewell's primary purpose?

A. Sourcewell is a service cooperative created to provide programs and services to members in the government, education, and nonprofit sectors. Its statutory purpose is to assist members in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. Minn. Stat. § 123A.21, subd. 2.

Q. Is cooperative purchasing one of Sourcewell's authorized activities?

A. Sourcewell is authorized to establish cooperative purchasing contracts on behalf of itself and its members. Sourcewell follows the competitive contract law requirements under Minnesota Statutes § 471.345, to solicit, evaluate, and award these contracts.

Q. How is Sourcewell governed?

A. Sourcewell is governed by an eight-member Board of Directors made up of local elected officials including county commissioners, city council members, mayors, and school board members.

Q. Who is eligible for membership, and how much does it cost?

A. Membership is free and available to all government, education, and nonprofit entities.

Q. How do we join Sourcewell?

A. You can join by submitting an online membership application at: Sourcewell-mn.gov/join or by submitting a paper application.

Q. What specific statute gives my agency the authority to participate?

A. Joint powers and cooperative purchasing laws authorize members to access Sourcewell cooperative purchasing contracts. Sourcewell members are responsible for ensuring compliance with state and local laws in their respective jurisdictions. A comprehensive list of state laws is included on the Sourcewell website on the "Compliance and Legal" page.

Sourcewell continuously monitors changing laws and regulations affecting cooperative purchasing . For questions about state-specific compliance or contract-use requirements, please contact contract.administration@sourcewell-mn.gov.

Q. Can my agency use Sourcewell contracts without issuing our own solicitation?

A. Sourcewell contracts are competitively solicited on behalf of Sourcewell and its members. Individual members are free to determine whether the awarded contracts meet their needs.

Frequently asked questions

Q. Does Sourcewell's procurement process meet federal procurement standards, including the Office of Management and Budget Uniform Guidance (2 CFR Part 200)?

A. Sourcewell's procurement process is continuously improved to ensure compliance with state and federal requirements affecting our members' ability to use cooperative purchasing contracts. Standard federal terms and conditions are included in Sourcewell solicitations and contracts. For specific compliance questions, please contact contract.administration@sourcewell-mn.gov.

Q. How do I obtain copies of the legal documents associated with each contract?

A. Contracts and solicitation documents are available under the "Contract Documentation" tab on each vendor's page on the Sourcewell website. Please follow the instructions under each vendor's "Pricing" tab to access pricing for specific contracts. Due to pricing complexity, some pricing is only available upon request. Procurement files are also available upon request.

Q. As a Sourcewell member, are we able to buy from other contracts?

A. Sourcewell membership and contracts are nonexclusive with no obligation to purchase.

Q. How is Sourcewell funded?

A. Sourcewell is funded by administrative fees paid by vendors. When Sourcewell awards a contract, that vendor realizes substantial efficiencies in the form of thousands of sales opportunities. Vendors pay a percentage of those sales to Sourcewell to cover costs related to the procurement process and to offset general operating costs.

Material prepared and provided by Sourcewell is intended as informational and for reference purposes, but is not legal advice. We recognize your responsibility to ensure the Sourcewell procurement process complies with your local laws.



Cooperative purchasing

Sourcewell creates cooperative contract purchasing solutions on behalf of its member agencies. Cooperative contracts offer both time and money savings for users by consolidating the efforts of numerous individually prepared solicitations into one, cooperatively shared process—taking advantage of the volume pricing generated by 50,000 members across North America.

Join and purchase

Visit sourcewell-mn.gov/cooperative-purchasing or turn to page 3 for more details.

We want to be your guide.

Contact our membership team:

877-585-9706
membership@sourcewell-mn.gov

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract Extension of PB-24-011MK with Palmdale Oil Company

SUGGESTED ACTION:

Approve the Agreement for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This FIRST CONTRACT EXTENSION of PB 24-011MK, is made this 23rd day of April 2025, between the CITY OF BRADENTON and PALMDALE OIL COMPANY, LLC. Whereas the City and Contractor entered into a contract in response to PB 24-011 MK on April 10th, 2024, whereby Contractor agreed to supply the City with gasoline and fuel delivery services, as more specifically described in PB 24-011 MK.

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 the Contract Extension of PB-24-011MK with Palmdale Oil Company LLC

ATTACHMENTS:
First Extension with Palmdale Oil Company

First Contract Extension of PB 24-011MK
between Palmdale Oil Company, LLC and the City of Bradenton

This FIRST CONTRACT EXTENSION of PB 24-011MK (the "Extension"), is made this 23rd day of April 2025, between the CITY OF BRADENTON (hereinafter, the "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and PALMDALE OIL COMPANY, LLC (hereinafter, the "Contractor"), a Florida limited liability company with a principal office located at 7111 Fairway Drive, Suite 450, Palm Beach Gardens, Florida 33418.

WITNESSETH

WHEREAS, the City and Contractor entered into a contract in response to PB 24-011MK (the "Contract") on April 10th, 2024, whereby Contractor agreed to supply the City with gasoline and fuel delivery services, as more specifically described in PB 24-011MK; and

WHEREAS, the initial term of the Contract expires on April 10th, 2025, and the Contract provides the parties with the option to renew for four (4) additional one (1) year periods;

WHEREAS, the parties wish to renew the Contract for an additional one (1) year period

WHEREAS, the parties 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, THEREOFRE, 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 for an additional period of April 10th, 2025, through April 9th, 2026.
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 parties thereunder, shall remain in full force and effect and are hereby ratified and affirmed.
4. The pricing contained in Exhibit B - Fee Schedule remains in effect and a copy is attached hereto, for administrative convenience.
5. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on this Extension may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 26th day of March 2025.

Billy Chavers
Billy Chavers, as CFO/Treasurer
Palmdale Oil Company, LLC

4/14/25
Date

Gene Brown
Mayor, City of Bradenton

Date

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

4/16/2025
Date

EXHIBIT B - FEE RATE SCHEDULE GASOLINE AND DIESEL FUEL DELIVERY SERVICES				Palmdale Oil	
				UNIT BID PRICE	
ITEM #	BRIEF DESCRIPTION OF ITEMS	UNIT	ESTIMATED QUANTITY	Mark up per Gallon	Transportation Cost per Gallon
1	**Gas Regular Unleaded, 87 Octane w/10% Ethanol**				
1a	Transport	GA	400,000	$0.0000	$0.0143
1b	Tank Wagon	GA	180,000	$0.0000	$0.1748
2	**Diesel, #2, Ultra Low Sulphur**				
2a	Transport	GA	900,000	$0.0000	$0.0239
2b	Tank Wagon	GA	250,000	$0.0000	$0.1748
3	**MISC**				
3A	Pump Fee (Per Event)	EA		$0.0000	$0.0000
3B	Split Fee (Per Event)	EA		$0.0000	$0.0000
3C	Pricing Base Source (Name)			OPIS Rack Average Tampa	

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contracts for Grant Writing Services with Witt O'Brien's LLC and Hagerty Consulting Services, Inc.

SUGGESTED ACTION: Approve contracts for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On January 17, 2025, City of Bradenton advertised Request for Proposals (RFP) 25-003EJ to select a firm(s) for Grant Writing Services. Notice of this RFP was made through DemandStar, 157 vendors were notified. 29 vendors viewed the solicitation, and 11 vendors submitted a proposal.

On March 5, 2025, a three-member evaluation committee with two advisors reviewed and scored each of the proposals based on the qualifications, capabilities, and demonstrated experience, project approach, and compensation. Following scoring, four proposers were shortlisted to participate in a presentation and question and answer session on March 19, 2025. After the presentation and question and answer session with all the firms, the Committee reconvened and determined to award to the top two highest ranking proposers. Witt O'Brien and Hargerty Consulting being the two highest ranking proposers are recommended for award.

Purchasing is now bringing forward the resulting contracts for execution.

FINANCIAL IMPACT:
Funded through departments operating budget.

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

SUGGESTED MOTION:
Motion to approve the contracts with Witt O' Brien's, LLC and Hagerty Consulting Services, Inc. for grant writing services.

ATTACHMENTS:
Agreement with Witt O'Brien's, LLC
Agreement with Hagerty Consulting Services, Inc.

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

AGREEMENT FOR GRANT WRITING SERVICES

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a Florida municipality hereinafter referred to as the "City" and **Witt O'Brien's, LLC.,** a Texas limited liability company authorized to do business in the State of Florida, with a principal address of 818 Town & Country Blvd., Suite 200, Houston, Texas 77024 hereinafter referred to as "Consultant".

WITNESSETH

WHEREAS, the City issued Request for Proposals (RFP) 25-003EJ on January 17, 2025, to procure a qualified proposer to provide Grant Writing Services for the City; and

WHEREAS, the City evaluated the proposals received and found the Consultant qualified to perform the necessary consulting services; and

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

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

A. CONSULTANT'S SERVICES

The Consultant agrees to diligently provide all materials, services, and labor for grant writing services in accordance with the Scope of Service ("Services") made part of this Agreement as Exhibit A, attached hereto and incorporated herein. "Work Assignment" as used in this Agreement, shall refer to the supplemental agreement entered into by the Parties under the terms and conditions of this Agreement.

B. TERM

1. The term of this Agreement shall commence upon execution hereof by the Parties and shall continue for a period of three (3) years.
2. The Agreement may be renewed for up to two (2) additional one-year periods subject to written agreement of both Parties.

C. COMPENSATION AND PAYMENT

1. Compensation payable to the Consultant for Services rendered and expenditures incurred in providing the Services shall be established for each written Work Assignment issued in accordance with Section I herein.

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

2. Compensation to the Consultant shall be based on actual hours performed times the fee rate of the individual performing the work.

3. The fee rates specified in Exhibit B, Hourly Rate Schedule, shall be the total compensation for the Services and shall include all costs, including but not limited to salaries, office operations, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefit and operating margin.

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

5. The City's performance and obligation to pay under this Agreement is contingent upon the availability of appropriated funds. The City shall promptly notify the Consultant if the necessary appropriation is not made.

D. METHOD OF PAYMENT

1. Subject to the provisions of this Agreement, the City shall pay the Consultant for the Services at a rate of compensation according to the deliverable payment schedule stated in Exhibit B.

2. All invoices must be approved by the City in writing prior to payment.

3. When Consultant seeks payment for Services, it shall provide the City with an invoice that includes a written description of authorized work performed and/or expense incurred, and the total unpaid compensation Consultant represents as being due and owing as the invoice date. All invoices shall include the identification number assigned to this Agreement. The City shall provide the identification number to Consultant, in writing, upon execution of this Agreement.

4. Payment for all approved invoices for work performed under this Agreement shall be remitted in accordance with Florida's Prompt Payment Act.

E. ADDITIONAL SERVICES

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

2. If the City requires the Consultant to perform additional services and if such services are not required as a result of error, omission, or negligence of Consultant, then in such even the Consultant 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 Agreement by written amendment signed by the Parties. Any

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

additional service or work performed before a written amendment to this Agreement shall not be compensated by the City.

F. INSURANCE

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

Redacted copies of the 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.

G. CONSULTANT RESPONSIBILITIES

1. Consultant acknowledges that it is familiar with the requirements and specifications of Exhibit A, Scope of Services and that it will perform the services as required.
2. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
3. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents, and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any error or deficiencies in its reports, designs, specifications, other documents, and data.
4. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
5. Consultant 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 Consultant's key personnel must receive the City's written approval before said changes or substitution can become effective.

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

6. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein. The City reserves the right to suspend or debar the Consultant from consideration for award of future contracts in accordance with the City of Bradenton's Procurement Policies and Procedures if the Consultant does not abide by the terms of this Section.
7. The Consultant shall comply with all federal, state, and local laws regulations and ordinances applicable to the work or payment for work thereof (included but not limited to those included in Exhibit C, Disaster Related Contract Provisions, which is attached hereto and incorporated herein by reference), and shall not discriminate on the grounds of race, color, religion, sex, or nation origin in the performance of work under this Agreement.
8. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives, upon prior written notice to the Consultant. Such records shall be retained for a minimum of three (3) years after completion of the services.

H. OBLIGATIONS OF THE CITY

1. City shall cooperate fully with Consultant in the performance of Consultant's obligations under this Agreement.
2. City shall timely produce and complete accurate information necessary to effectuate the gathering of the public input, at the request of Consultant. City further agrees to provide Consultant with notice of any material changes in City's organization and/or operations, or in any other material information provided under this Agreement.

I. WORK ASSIGNMENTS

1. Consultant shall provide services only after receipt of a written Work Assignment issued in accordance with this Article and in accordance with the form provided in Exhibit D. Work Assignments shall be signed by the Consultant and City.
2. Each Work Assignment shall include the following:
    a. A title for the project and a general description of the purpose of work.
    b. The specific Service(s) to be provided under the Work Assignment and any additional information necessary to describe the nature of these Services.
    c. The Services that shall be furnished for a fixed fee and based upon time and charges provided.

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

d. The maximum total compensation that will be paid to the Consultant by the City upon completion of the Work Assignment.

e. A timeline for the Services to be provided under the Work Assignment, including an agreed upon date of completion, shall be stated in the Work Assignment.

f. The identification of the person(s) who will serve as the Consultant's Project Manager and the City's Project Manager for the Work Assignment.

3. As needed, the City reserves the right to make changes to Work Assignments. Upon notice of any change(s) to a Work Assignment, the Consultant may request to provide a revised estimate for an increase or decrease in cost due to the change and advise whether the change will affect the Consultant's ability to meet the completion date for the Work Assignment.

4. If the City requires a change to an existing Work Assignment, an amended Work Assignment will be issued. The Consultant shall not commence work on the amended Services until the amended Work Assignment has been signed by the City and the Consultant.

J. TERMINATION

This Agreement shall be subject to termination in accordance with Section 41 of the City's General Terms & Conditions of Solicitations.

K. DISPUTE RESOLUTION

1. To the extent Chapter 558 F.S. is applicable, the Parties expressly opt out of the requirements of Chater 558, D.S., withing the meaning of §558.005(1), F.S.

2. In the event of a dispute or claim arising out of this Agreement, the Parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the Parties may, by agreement, enter into non-binding mediation in Manatee County, Florida. The mediator shall be agreed upon by the Parties, and the cost of such mediation shall be shared equally between the Parties. The Parties' participation in mediation shall not be a condition precedent to litigation, and the Parties may proceed to litigation at any time.

3. This Agreement is subject to the venue and choice of law provisions contained in the Contract Documents. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, include any objection based on forum non-conveniens.

4. The Parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

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

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

L. PUBLIC RECORDS

As required under §119.0701, Fla. Stat., the Consultant shall comply with the requirements of Florida's Public Records laws, specifically including the following:

1. Consultant shall keep and maintain public records required by the City in order to perform the service;

2. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

3. Consultant shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Consultant does not transfer the records to the City;

4. Consultant shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

5. Consultant acknowledges that all information relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

IF THE CONSULTANT HAS 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:

CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

M. 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. Consultant hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Consultant further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Agreement. Consultant hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Consultant 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.

N. INDEMNIFICATION

This Agreement is subject to the Indemnification provision set forth in Section 42 of the City's General Terms & Conditions of Solicitations.

O. ASSIGNMENT

This Agreement may not be transferred or assigned, in whole or in part, without the written consent of the City.

P. NOTICE

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

To City:
City of Bradenton
Attn: Chief Operating Officer
101 Old Main Street
Bradenton, Florida 34205

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

To Consultant:
Witt O'Brien's, LLC
Attention: Director of Contracts & Compliance
818 Town & Country Blvd., Suite 200
Houston, Texas 77024 USA
Email: contractrequests@wittobriens.com
with a copy to cjoiner@wittobriens.com

Copy to:
Witt O'Brien's, LLC
Attention: Legal Counsel
818 Town & Country Blvd, Suite 200
Houston, TX 77024
Email: ambipar.legal@ambipar.com
with a copy to
contractrequests@wittobriens.com

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

Q. WAIVER

This Agreement is subject to the Waiver provision set forth in Section 41.4 of the City's General Terms & Conditions of Solicitations.

R. FORCE MAJEURE

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

S. SEVERABILITY

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

T. ENTIRE AGREEMENT

This Agreement 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 Agreement is enforceable unless agreed to in writing by both Parties and incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date last below written.

WITNESS: Kelly Stouffer

Print Name: _____

Signed By: Kelly Stouffer

Date: 4/16/2025

WITT O'BRIEN'S, LLC:

Print Name: Cheryl Joiner

Signed By: Cheryl Joiner

Title: Director of Contracts & Compliance

Date: 4/16/2025

5142856v1

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

CITY OF BRADENTON
BY: _____
GENE BROWN, MAYOR

ATTEST:

BY:_____
TAMARA MELTON
City Clerk Date: _____

Approved as to form:

BY:_____
SCOTT E. RUDACILLE
City Attorney

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

EXHIBIT A
SCOPE OF SERVICES

1. SCOPE

Consultant shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide grant writing and program administration services that will meet the requirements of an Agreement on an "as needed" basis. All work shall be in accordance with any and all applicable federal, state, and local rules and regulations. The Agreement does not guarantee any quantity of work.

2. GRANT CONSIDERATIONS

Consultant shall provide grant applications to include but not limited to:

A. Information System & Technology – upgrades, enhancements, education, outreach.

B. Public Infrastructure – roads, bridges, water and sewer infrastructure, facilities, buildings, bike trail, transportation systems, docks, and marine facilities.

C. Public Safety – equipment, preparedness, training.

D. Parks and Recreation – community park and recreation centers, equipment, walking and riding trails, golfing, boating, and water activities.

E. Preservation of Sensitive and Endangered Lands.

F. Cultural and Historical facility preservation.

G. Social – handicap & disabled facility improvements.

H. Health Improvements – education, air and water borne disease eradication, pest control, insect vector disease eradication.

I. Environmental – water and energy conservation, pollution prevention, and control.

J. Stormwater Management.

K. Economic Development – jobs and training.

L. Energy Savings and Efficiency.

M. Local Building Grants.

3. GRANT RESEARCH

Consultant shall be responsible for providing any and all labor, materials, equipment, expertise, and support necessary to complete the following tasks:

A. Conduct thorough research and identify grant opportunities relevant to the City or that would appear to benefit the City. The City reserves the right not to apply for any grant if the department management, or City Administration, determines that the grant conditions are too stringent or inappropriate for the department.

B. Remain current with available funding sources, government programs, private foundations, and other potential grant sources.

C. Analyze each identified grant opportunity to determine its suitability, including the type of grant, funding availability, required match, timelines, potential impacts to the community and other relevant requirements or conditions.

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

D. Develop a calendar of grant opportunities that are typically offered on an annual basis, with notifications of significant dates related to those grants, such as deadlines for submitting Letters of Intent or pre-proposals meetings.

E. Monitor private funding sources and legislation that might affect grant programs.

F. Monitor State, Federal, corporate, foundation, nonprofit and local funding sources and research and identify grant opportunities to the appropriate City department that support and enhance the goals and objectives of the City.

4. GRANT ANALYSIS AND ASSESSMENT

Consultant shall perform an analysis and provide an assessment of each potential grant opportunity in relation to identified City projects. The analysis will include a grant matrix as detailed below and shall be updated regularly as new opportunities and projects are identified.

A. Provide technical consultation and/or resource development support services relating to research, design, and development.

B. Provide detailed analyses for each potential grant opportunity, including comprehensive overview of the grant requirements, eligibility criteria, and competitiveness.

C. Identify options and potential flexibilities within grant programs that may align with the City's goals and objectives.

D. Conduct a funding need analysis.

E. Provide expertise and assistance to the appropriate department so that the department will have monitoring and compliance systems in place.

F. Develop a grant matrix matching City projects with identified grant opportunities. The matrix shall include scoring on the level of competitiveness of the project in relation to each grant merit criteria.

G. Develop a two-year timeline of grant applications in coordination with City staff. The timeline should include the project, the corresponding grant for which the project would be competitive, and a timeline of all activities that will be required to position the project and the grant application in the most competitive state.

5. COORDINATION AND COLLABORATION

Consultant shall coordinate and collaborate with assigned City staff prior to writing and applying for any grants.

A. Collaborate with City administration, appropriate City staff and departments to ensure seamless coordination and integration of pre-grant application, departments annual operational and programmatic needs, and related activities.

B. Engage in regular communication and consultation with relevant stake holders to gather necessary information and ensure alignment with the community's needs and the goal of the City Council.

C. Synchronize and partner with the City's contracted lobbying firms for proposal development.

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

D. Help build effective collaborations as needed among businesses, public and private sources.

E. Offer in-service training on grant development and management.

F. Coordinate information gathering and creation of all graphics including but not limited to GIS, zoning, and site maps.

6. GRANT WRITING

Consultant shall write and apply for all grant approved by City staff.

A. Write and apply for all grants approved by City staff including completion of narratives and all application forms.

B. Ensure delivery of grant proposals by deadline.

C. Maintain a master list of all grants applied for and the application status.

7. PRE-GRANT AGREEMENT TASKS AND ACTIVITIES

If the City is notified of an award, the Consultant will assist with producing all pre-agreement documents as required by the grantor.

A. Be accountable for the development of grant agreements upon notification of a grant award; ensuring compliance with all necessary regulations, guidelines, and documentation requirements.

B. Facilitate the grant agreement process with grant providers and city staff to submit for approval by the City Council.

C. Provide ongoing assistance administering the grant after award.

8. PROJECT MANAGEMENT

A. Consultant shall prepare and submit to the City for approval a project management plan for each grant for which the Consultant will be providing services. The project management plan shall include: a schedule of work, details of the roles and responsibilities of Consultant and establish project milestones. Consultant will participate in meetings at least twice a month with the City and meeting with specific City departments, key stakeholders, and outside agencies, as necessary. Consultant will prepare meeting agenda and keep meeting notes. Consultant will promptly respond to City requests (both routine and emergency).

B. Provide quarterly status reports to City Administration and Department Directors for all ongoing grant projects that were started, in process, or have been completed. Reports may also be required on the status of research and projects for the City.

C. Provide a semi-annual presentation at a City Council meeting to provide a status of all ongoing grant projects.

D. Contractor shall ensure all its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

E. Where not fully compliant with these requirements and best practices, Contractor shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

9. DECLARED EMERGENCY SERVICES

A. During a federal or state declared emergency, the Contractor shall support the City in fiscal/budgetary operations related to disaster reimbursement. The contractor shall prepare required documentation for any disaster claims, coordination of appeals process of these claims and other duties necessary to secure appropriate funding reimbursement from federal and state agencies during and after disaster events.

B. Provide support in maintaining working records, daily reports and verifying City policy is adhered to, and management of other activation related documentation.

C. Provide upon request damage assessment of City facilities, including technical assistance to deliver detailed report that include descriptions, dimensions and other elements of information required to support reimbursement of repair expenses.

D. Policy review and development pertaining to polices used during disasters including but not limited to labor, union, insurance policies, and obtain and maintain requirements. Provide training assistance as needed relating to disaster response and recover requirements and procedures.

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

EXHIBIT B
HOURLY RATE SCHEDULE

Payment shall be made at the following contract hourly billing rates after receipt, review, and acceptance by City of all services pursuant to this Agreement.

Job Description	Job Title	Hourly Rate
Management Consultant V	Project Executive	$210.00
Management Consultant IV	Project Manager	$204.00
Management Consultant III	Grant SME III and PA SME III	$150.00
Management Consultant II	Grant SME II and PA SME II	$118.00
Management Consultant I	Grant SME I and PA SME I	$86.00

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

EXHIBIT C

DISASTER RELATED GRANT PROVISIONS

For purposes of this Exhibit, the terms "Contract" and "Agreement," shall be interchangeable, and the terms "Contractor" and "Company," shall be interchangeable.

Note: references to Project herein shall be deemed a reference to the services provided under the contract.

2 CFR Part 200 Uniform Guidance Contract Provisions

(1) Breach of Contract

Applicability. Contracts for more than the simplified acquisition threshold, currently set at $250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

DISPUTE RESOLUTION

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

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

C. The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in the Twelfth Judicial Circuit in and for Manatee County, Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the parties to the Contract.

D. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract.

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

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

(2) Termination

Applicability. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be affected and the basis for settlement.

TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination. The Contractor shall be notified in writing by the City and shall have an opportunity to cure such default within ten (10) works days after notification.

C. In the event that the Contractor has abandoned performance under this Contract then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be stated above.

D. The Contractor shall have the right to terminate services only in the event of the City filing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City Administrative Agent, or if the Project is suspended by the City of a period greater than ninety (90) calendar days.

E. The City reserves the right to terminate and cancel the Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

G. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part, and if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract.

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;

3. Claims made, or likely to be made, against the City, or its property;

4. Loss caused by the Contractor;

5. The Contractor's failure or refusal to perform any other obligations to the City after written Notice and reasonable opportunity to cure as set forth above.

(3) Equal Employment Opportunity

Applicability. Federally assisted construction contracts as defined in 41 C.F.R. § 60-1.3.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex sexual orientation, gender identity, or nation origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

which he/she/it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her/its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(4) Davis-Bacon Act

Applicability: The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

(a) All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(c) Additionally, contractors are required to pay wages not less than once a week.

(5) Copeland Anti-Kickback Act

Applicability: This requirement applies to all contracts for construction or repair work exceeding $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

(a) Contractor. The Contract shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

(b) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

(6) Contract Work Hours and Safety Standards Act

Applicability: This requirement applies to all procurements exceeding $100,000 that involve the employment of mechanics or laborers. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(a) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (6)(a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (6)(a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (6)(a) of this section.

(c) *Withholding for unpaid wages and liquidated damages*. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (6)(b) of this section.

(d) *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (6)(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (6)(a) through (d) of this section.

(7) Clean Air Act and Federal Water Pollution Control

Applicability. Required for contracts exceeding $150,000.

(a) Clean Air Act

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(ii) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(b) Federal Water Pollution Control Act

(i) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(ii) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(8) Debarment and Suspension

Applicability. Required for contracts and subcontract exceeding $25,000.

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

(a) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the City . If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Separate Government Wide Debarment and Suspension certification included for signature

(9) Byrd Anti-Lobbying Amendment

Applicability. Certification required for contracts and subcontract exceeding $100,000.

(a) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Separate Lobbying Certification included for signature

(10) Procurement of Recovered Materials

Applicability. Required for contracts exceeding $10,000.

(a) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(11) Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

of any system; or

4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions

(i) This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are *not used* as a substantial or essential component of any system; *and*

b. Are *not used* as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(12) Domestic Preference for Procurements

(a) As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

(b) For purposes of this section:

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

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

(13) Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms

The Contractor, if subcontracts are to be let, is required to take all necessary affirmative steps identified in 2 C.F.R. §200.321 to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

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

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

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

(d) Establishing delivery schedules, where the requirement permits, which

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

encourage participation by small and minority businesses, and women's business enterprises;

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

(f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) —(e) of this paragraph.

Federal Emergency Management Administration (FEMA) Required Contract Provisions:

(1) Access and Retention of Records

The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Department of Homeland Security (DHS) Seal, Logo, and Flags –

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

(3) Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. No Obligation by Federal Government

(4) No Obligation by Federal Government

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

(5) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

(6) Copyright and Data Rights

The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

"The Contractor, Witt O'Brien's, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Cheryl Joiner

Signature of Contractor's Authorized Official

Cheryl Joiner Director of Contracts & Compliance

Name and Title of Contractor's Authorized Official

4/1/2025

Date

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor shall comply and facilitate compliance with Department of Homeland Security regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 3000, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount). And to each contract at any tier that must be approved by a FEMA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a. Debarred from participation in any federally assisted Contract;
b. Suspended from participation in any federally assisted Contract;
c. Proposed for debarment from participation in any federally assisted Contract;
d. Declared ineligible to participate in any federally assisted Contract;
e. Voluntarily excluded from participation in any federally assisted Contract; or
f. Disqualified from participation in any federally assisted Contract.

By signing and submitting this form, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Bradenton. If it is later determined by the City of Bradenton that the Contractor knowingly rendered an erroneous certification, in addition to the remedies, including but no limited to suspension and/or debarment. The Contractor agrees to comply with the requirement of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 3000, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Witt O'Brien's, LLC

Company Name

Cheryl Joiner

Signature of Contractor's Authorized Official

Cheryl Joiner Director of Contracts & Compliance

Name and Title of Contractor's Authorized Official

4/1/2025

Date

Docusign Envelope ID: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4

EXHIBIT D
WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE:

Pursuant to the City of Bradenton, Agreement for _____ Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and _____, hereinafter referred to as "Consultant," a determination has been made by the City that there is a need for the performance of or rendering of services by the Consultant of a certain "Work Assignment" under the purview of said Agreement, and Consultant is hereby authorized to perform or render the particular services of work described as follows:

WORK ASSIGNMENT TITLE:

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

1. SCOPE OF WORK
2. HOURLY FEE SCHEDULE
3. WORK ASSIGNMENT SCHEDULE

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

Task/Description #____ - $

Task/Description #____ - $

City may authorize, in writing, in advance, adjustments to the compensation for particular Tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Consultant agrees to perform or render Services in accordance with this Agreement No. ___ for _____ Services and this Work Assignment dated_____.

WITT O'BRIEN'S, LLC . **CITY OF BRADENTON**

BY:_____ BY:_____

Printed Name: _____

Title:_____ Date: _____

Date: _____

5142856v1

Certificate Of Completion

Envelope Id: FDDF4F2A-DD1A-41D0-9B5C-08DC406512A4
Status: Completed
Subject: Complete with Docusign: 20250416_Bradenton FL City of_WOB_Agreement 25-00EJ_NS.pdf
Source Envelope:
Document Pages: 30
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Contract Requests
818 Town & Country Blvd., Suite 200
Houston, TX 77024
contractrequests@wittobriens.com
IP Address: 108.248.138.138

Record Tracking

Status: Original
4/16/2025 6:49:04 AM
Holder: Contract Requests
contractrequests@wittobriens.com
Location: DocuSign

Signer Events	Signature	Timestamp
Cheryl Joiner cjoiner@wittobriens.com Director of Contracts & Compliance Witt O'Brien's, LLC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 70.140.89.205	Sent: 4/16/2025 6:53:52 AM Resent: 4/16/2025 7:59:43 AM Viewed: 4/16/2025 9:40:34 AM Signed: 4/16/2025 9:40:40 AM
Electronic Record and Signature Disclosure: Accepted: 10/29/2019 3:30:32 PM ID: 530655eb-a07f-4120-a6d1-d14be258c3b3		
Kelly Stouffer kstouffer@wittobriens.com Government Contracts Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 108.248.138.138	Sent: 4/16/2025 9:40:41 AM Viewed: 4/16/2025 9:47:20 AM Signed: 4/16/2025 9:47:36 AM
Electronic Record and Signature Disclosure: Accepted: 2/18/2020 8:33:14 AM ID: 3a60da48-c57d-444f-a49d-cab982b30abf		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/16/2025 6:53:52 AM
Certified Delivered	Security Checked	4/16/2025 9:47:20 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	4/16/2025 9:47:36 AM
Completed	Security Checked	4/16/2025 9:47:36 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Witt O'Brien's (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Witt O'Brien's:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contractrequests@wittobriens.com

To advise Witt O'Brien's of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contractrequests@wittobriens.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Witt O'Brien's

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contractrequests@wittobriens.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Witt O'Brien's

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contractrequests@wittobriens.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Witt O'Brien's as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Witt O'Brien's during the course of your relationship with Witt O'Brien's.

AGREEMENT FOR GRANT WRITING SERVICES

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a Florida municipality hereinafter referred to as the "City" and **Hagerty Consulting Services, Inc.,** an Illinois corporation authorized to do business in the State of Florida, with a principal address of 1618 Orrington Ave., Suite 201, Evanston, Illinois 60201, hereinafter referred to as "Consultant".

WITNESSETH

WHEREAS, the City issued Request for Proposals (RFP) 25-003EJ on January 17, 2025, to procure a qualified proposer to provide Grant Writing Services for the City; and

WHEREAS, the City evaluated the proposals received and found the Consultant qualified to perform the necessary consulting services; and

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

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

A. CONSULTANT'S SERVICES

The Consultant agrees to diligently provide all materials, services, and labor for grant writing services in accordance with the Scope of Service ("Services") made part of this Agreement as Exhibit A, attached hereto and incorporated herein. "Work Assignment" as used in this Agreement, shall refer to the supplemental agreement entered into by the Parties under the terms and conditions of this Agreement.

B. TERM

1. The term of this Agreement shall commence upon execution hereof by the Parties and shall continue for a period of three (3) years.
2. The Agreement may be renewed for up to two (2) additional one-year periods subject to written agreement of both Parties.

C. COMPENSATION

1. Compensation payable to the Consultant for Services rendered and expenditures incurred in providing the Services shall be established for each written Work Assignment issued in accordance with Section I herein.

2. Compensation to the Consultant shall be based on actual hours performed times the fee rate of the individual performing the work.

3. The fee rates specified in Exhibit B, Hourly Rates, shall be the total compensation for the Services and shall include all costs, including but not limited to salaries, office operations, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefit and operating margin.

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

5. The City's performance and obligation to pay under this Agreement is contingent upon the availability of appropriated funds. The City shall promptly notify the Consultant if the necessary appropriation is not made.

D. METHOD OF PAYMENT

1. Subject to the provisions of this Agreement, the City shall pay the Consultant for the Services at a rate of compensation according to the deliverable payment schedule stated in Exhibit B.

2. All invoices must be approved by the City in writing prior to payment.

3. When Consultant seeks payment for Services, it shall provide the City with an invoice that includes a written description of authorized work performed and/or expense incurred, and the total unpaid compensation Consultant represents as being due and owing as of the invoice date. All invoices shall include the identification number assigned to this Agreement. The City shall provide the identification number to Consultant, in writing, upon execution of this Agreement.

4. Payment for all approved invoices for work performed under this Agreement shall be remitted in accordance with Florida's Prompt Payment Act.

E. ADDITIONAL SERVICES

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

2. If the City requires the Consultant to perform additional services and if such services are not required as a result of error, omission, or negligence of Consultant, then in such event the Consultant 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 Agreement by written amendment signed by the Parties. Any

additional service or work performed before a written amendment to this Agreement shall not be compensated by the City.

F. INSURANCE

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

G. CONSULTANT RESPONSIBILITIES

1. Consultant acknowledges that it is familiar with the requirements and specifications of Exhibit A, Scope of Services and that it will perform the services as required.
2. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
3. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents, and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any error or deficiencies in its reports, designs, specifications, other documents, and data.
4. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
5. Consultant 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 Consultant's key personnel must receive the City's written approval before said changes or substitution can become effective.
6. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein. The City reserves the right to suspend or debar the Consultant from consideration for award of future contracts in accordance with the City of Bradenton's Procurement Policies and Procedures if the Consultant does not abide by the terms of this Section.
7. The Consultant shall comply with all federal, state, and local laws regulations and ordinances applicable to the work or payment for work thereof (included but not limited to those included in Exhibit C, Disaster Related Contract Provisions, which is attached hereto

and incorporated herein by reference), and shall not discriminate on the grounds of race, color, religion, sex, or nation origin in the performance of work under this Agreement.

8. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives, upon prior written notice to the Consultant. Such records shall be retained for a minimum of three (3) years after completion of the services.

H. OBLIGATIONS OF THE CITY

1. City shall cooperate fully with Consultant in the performance of Consultant's obligations under this Agreement.
2. City shall timely produce and complete accurate information necessary to effectuate the gathering of the public input, at the request of Consultant. City further agrees to provide Consultant with notice of any material changes in City's organization and/or operations, or in any other material information provided under this Agreement.

I. WORK ASSIGNMENTS

1. Consultant shall provide services only after receipt of a written Work Assignment issued in accordance with this Article and in accordance with the form provided in Exhibit D. Work Assignments shall be signed by the Consultant and City.
2. Each Work Assignment shall include the following:
    a. A title for the project and a general description of the purpose of work.
    b. The specific Service(s) to be provided under the Work Assignment and any additional information necessary to describe the nature of these Services.
    c. The Services that shall be furnished for a fixed fee and based upon time and charges provided.
    d. The maximum total compensation that will be paid to the Consultant by the City upon completion of the Work Assignment.
    e. A timeline for the Services to be provided under the Work Assignment, including an agreed upon date of completion, shall be stated in the Work Assignment.
    f. The identification of the person(s) who will serve as the Consultant's Project Manager and the City's Project Manager for the Work Assignment.
3. As needed, the City reserves the right to make changes to Work Assignments. Upon notice of any change(s) to a Work Assignment, the Consultant may request to provide a revised

estimate for an increase or decrease in cost due to the change and advise whether the change will affect the Consultant's ability to meet the completion date for the Work Assignment.

4. If the City requires a change to an existing Work Assignment, an amended Work Assignment will be issued. The Consultant shall not commence work on the amended Services until the amended Work Assignment has been signed by the City and the Consultant.

J. TERMINATION

This Agreement shall be subject to termination in accordance with Section 41 of the City's General Terms & Conditions of Solicitations.

K. DISPUTE RESOLUTION

1. To the extent Chapter 558 F.S. is applicable, the Parties expressly opt out of the requirements of Chater 558, D.S., withing the meaning of §558.005(1), F.S.
2. In the event of a dispute or claim arising out of this Agreement, the Parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the Parties may, by agreement, enter into non-binding mediation in Manatee County, Florida. The mediator shall be agreed upon by the Parties, and the cost of such mediation shall be shared equally between the Parties. The Parties' participation in mediation shall not be a condition precedent to litigation, and the Parties may proceed to litigation at any time.
3. This Agreement is subject to the venue and choice of law provisions contained in the Contract Documents. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non-conveniens.
4. The Parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
5. Unless otherwise agreed in writing, the Consultant shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

L. PUBLIC RECORDS

As required under §119.0701, Fla. Stat., the Consultant shall comply with the requirements of Florida's Public Records laws, specifically including the following:

1. Consultant shall keep and maintain public records required by the City in order to perform the service;
2. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost

that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

3. Consultant shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Consultant does not transfer the records to the City;

4. Consultant shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

5. Consultant acknowledges that all information relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

IF THE CONSULTANT HAS 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:

CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

M. <u>E-VERIFY</u>

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. Consultant hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Consultant further represents that it will remain in

compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Agreement. Consultant hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Consultant 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.

N. INDEMNIFICATION

This Agreement is subject to the Indemnification provision set forth in Section 42 of the City's General Terms & Conditions of Solicitations.

O. ASSIGNMENT

This Agreement may not be transferred or assigned, in whole or in part, without the written consent of the City.

P. NOTICE

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

To City:
City of Bradenton
Attn: Chief Operating Officer
101 Old Main Street
Bradenton, Florida 34205

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

To Consultant:
Hagerty Consulting Services, Inc.
Attn: Katie Freeman
1618 Orrington Avenue, Suite 201
Evanston, IL 60201
Email: katie.freeman@hagertyconsulting.com

Copy to:
Hagerty Consulting Services, Inc.
Attn: Michelle Masoncup
1618 Orrington Avenue, Suite 201
Evanston, IL 60201
Email: michelle.masoncup@hageryconsulting.com

Q. WAIVER

This Agreement is subject to the Waiver provision set forth in Section 41.4 of the City's General Terms & Conditions of Solicitations.

R. FORCE MAJEURE

Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in this Agreement, subject only to delays caused by force majeure.

"Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the Parties.

S. SEVERABILITY

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

T. ENTIRE AGREEMENT

This Agreement 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 Agreement is enforceable unless agreed to in writing by both Parties and incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date last below written.

WITNESS:

Print Name: Michelle Masoncup

Signed By: Michelle Masoncup

Date: 4/16/2025

HAGERTY CONSULTING SERVICES, INC.:

Print Name: Bradley R. Grining

Signed By: Bradley R. Grining

Title: Chief Operating Officer

Date: 4/16/2025

CITY OF BRADENTON

BY: _____

GENE BROWN, MAYOR

ATTEST:

BY: _____

TAMARA MELTON

City Clerk

Date: _____

5141696v1

Approved as to form:

BY:_____

SCOTT E. RUDACILLE
City Attorney

5141696v1

EXHIBIT A
SCOPE OF SERVICES

1. SCOPE

Consultant shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide grant writing and program administration services that will meet the requirements of an Agreement on an "as needed" basis. All work shall be in accordance with any and all applicable federal, state, and local rules and regulations. The Agreement does not guarantee any quantity of work.

2. GRANT CONSIDERATIONS

Consultant shall provide grant applications to include but not limited to:

A. Information System & Technology – upgrades, enhancements, education, outreach.

B. Public Infrastructure – roads, bridges, water and sewer infrastructure, facilities, buildings, bike trail, transportation systems, docks, and marine facilities.

C. Public Safety – equipment, preparedness, training.

D. Parks and Recreation – community park and recreation centers, equipment, walking and riding trails, golfing, boating, and water activities.

E. Preservation of Sensitive and Endangered Lands.

F. Cultural and Historical facility preservation.

G. Social – handicap & disabled facility improvements.

H. Health Improvements – education, air and water borne disease eradication, pest control, insect vector disease eradication.

I. Environmental – water and energy conservation, pollution prevention, and control.

J. Stormwater Management.

K. Economic Development – jobs and training.

L. Energy Savings and Efficiency.

M. Local Building Grants.

3. GRANT RESEARCH

Consultant shall be responsible for providing any and all labor, materials, equipment, expertise, and support necessary to complete the following tasks:

A. Conduct thorough research and identify grant opportunities relevant to the City or that would appear to benefit the City. The City reserves the right not to apply for any grant if the department management, or City Administration, determines that the grant conditions are too stringent or inappropriate for the department.

B. Remain current with available funding sources, government programs, private foundations, and other potential grant sources.

C. Analyze each identified grant opportunity to determine its suitability, including the type of grant, funding availability, required match, timelines, potential impacts to the community and other relevant requirements or conditions.

D. Develop a calendar of grant opportunities that are typically offered on an annual basis, with notifications of significant dates related to those grants, such as deadlines for submitting Letters of Intent or pre-proposals meetings.

E. Monitor private funding sources and legislation that might affect grant programs.

F. Monitor State, Federal, corporate, foundation, nonprofit and local funding sources and research and identify grant opportunities to the appropriate City department that support and enhance the goals and objectives of the City.

4. GRANT ANALYSIS AND ASSESSMENT

Consultant shall perform an analysis and provide an assessment of each potential grant opportunity in relation to identified City projects. The analysis will include a grant matrix as detailed below and shall be updated regularly as new opportunities and projects are identified.

A. Provide technical consultation and/or resource development support services relating to research, design, and development.

B. Provide detailed analyses for each potential grant opportunity, including comprehensive overview of the grant requirements, eligibility criteria, and competitiveness.

C. Identify options and potential flexibilities within grant programs that may align with the City's goals and objectives.

D. Conduct a funding need analysis.

E. Provide expertise and assistance to the appropriate department so that the department will have monitoring and compliance systems in place.

F. Develop a grant matrix matching City projects with identified grant opportunities. The matrix shall include scoring on the level of competitiveness of the project in relation to each grant merit criteria.

G. Develop a two-year timeline of grant applications in coordination with City staff. The timeline should include the project, the corresponding grant for which the project would be competitive, and a timeline of all activities that will be required to position the project and the grant application in the most competitive state.

5. COORDINATION AND COLLABORATION

Consultant shall coordinate and collaborate with assigned City staff prior to writing and applying for any grants.

A. Collaborate with City administration, appropriate City staff and departments to ensure seamless coordination and integration of pre-grant application, departments annual operational and programmatic needs, and related activities.

B. Engage in regular communication and consultation with relevant stake holders to gather necessary information and ensure alignment with the community's needs and the goal of the City Council.

C. Synchronize and partner with the City's contracted lobbying firms for proposal development.

D. Help build effective collaborations as needed among businesses, public and private sources.

E. Offer in-service training on grant development and management.

F. Coordinate information gathering and creation of all graphics including but not limited to GIS, zoning, and site maps.

6. GRANT WRITING

Consultant shall write and apply for all grant approved by City staff.

A. Write and apply for all grants approved by City staff including completion of narratives and all application forms.

B. Ensure delivery of grant proposals by deadline.

C. Maintain a master list of all grants applied for and the application status.

7. PRE-GRANT AGREEMENT TASKS AND ACTIVITIES

If the City is notified of an award, the Consultant will assist with producing all pre-agreement documents as required by the grantor.

A. Be accountable for the development of grant agreements upon notification of a grant award; ensuring compliance with all necessary regulations, guidelines, and documentation requirements.

B. Facilitate the grant agreement process with grant providers and city staff to submit for approval by the City Council.

C. Provide ongoing assistance administering the grant after award.

8. PROJECT MANAGEMENT

A. Consultant shall prepare and submit to the City for approval a project management plan for each grant for which the Consultant will be providing services. The project management plan shall include: a schedule of work, details of the roles and responsibilities of Consultant and establish project milestones. Consultant will participate in meetings at least twice a month with the City and meeting with specific City departments, key stakeholders, and outside agencies, as necessary. Consultant will prepare meeting agenda and keep meeting notes. Consultant will promptly respond to City requests (both routine and emergency).

B. Provide quarterly status reports to City Administration and Department Directors for all ongoing grant projects that were started, in process, or have been completed. Reports may also be required on the status of research and projects for the City.

C. Provide a semi-annual presentation at a City Council meeting to provide a status of all ongoing grant projects.

D. Contractor shall ensure all its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

E. Where not fully compliant with these requirements and best practices, Contractor shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

9. DECLARED EMERGENCY SERVICES

A. During a federal or state declared emergency, the Contractor shall support the City in fiscal/budgetary operations related to disaster reimbursement. The contractor shall prepare required documentation for any disaster claims, coordination of appeals process of these claims and other duties necessary to secure appropriate funding reimbursement from federal and state agencies during and after disaster events.

B. Provide support in maintaining working records, daily reports and verifying City policy is adhered to, and management of other activation related documentation.

C. Provide upon request damage assessment of City facilities, including technical assistance to deliver detailed report that include descriptions, dimensions and other elements of information required to support reimbursement of repair expenses.

D. Policy review and development pertaining to polices used during disasters including but not limited to labor, union, insurance policies, and obtain and maintain requirements. Provide training assistance as needed relating to disaster response and recover requirements and procedures.

EXHIBIT B
HOURLY RATE SCHEDULE

Payment shall be made at the following contract hourly billing rates after receipt, review, and acceptance by City of all services pursuant to this Agreement.

Job Description	Hourly Rate
Project Executive	$260.00
Senior Subject Matter Expert	$260.00
Subject Matter Expert	$230.00
Senior Project Manager	$210.00
Project Manager	$180.00
Engineer/ Scientist III	$210.00
Senior Engineer/ Urban/Regional Planner	$170.00
Engineer/ Urban/Regional Planner	$120.00
Financial Management Specialist III	$210.00
Senior Financial Management Specialist	$170.00
Financial Management Specialist	$115.00
Grant Management Specialist III	$200.00
Senior Grant Management Specialist	$160.00
Grant Management Specialist	$130.00
Grants Consultant IV	$200.00
Grants Consultant III	$180.00
Grants Consultant II	$155.00
Grants Consultant I	$115.00
Analyst	$110.00
Senior Administrator	$90.00

EXHIBIT C

DISASTER RELATED GRANT PROVISIONS

For purposes of this Exhibit, the terms "Contract" and "Agreement," shall be interchangeable, and the terms "Contractor" and "Company," shall be interchangeable.

Note: references to Project herein shall be deemed a reference to the services provided under the contract.

2 CFR Part 200 Uniform Guidance Contract Provisions

(1) Breach of Contract

Applicability. Contracts for more than the simplified acquisition threshold, currently set at $250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

DISPUTE RESOLUTION

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

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

C. The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in the Twelfth Judicial Circuit in and for Manatee County, Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the parties to the Contract.

D. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract.

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

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

(2) Termination

Applicability. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be affected and the basis for settlement.

TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination. The Contractor shall be notified in writing by the City and shall have an opportunity to cure such default within ten (10) works days after notification.

C. In the event that the Contractor has abandoned performance under this Contract then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be stated above.

D. The Contractor shall have the right to terminate services only in the event of the City filing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City Administrative Agent, or if the Project is suspended by the City of a period greater than ninety (90) calendar days.

E. The City reserves the right to terminate and cancel the Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

G. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part, and if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract.

2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;

3. Claims made, or likely to be made, against the City, or its property;

4. Loss caused by the Contractor;

5. The Contractor's failure or refusal to perform any other obligations to the City after written Notice and reasonable opportunity to cure as set forth above.

(3) Equal Employment Opportunity

Applicability. Federally assisted construction contracts as defined in 41 C.F.R. § 60-1.3.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex sexual orientation, gender identity, or nation origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with

which he/she/it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her/its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the

administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(4) Davis-Bacon Act

Applicability: The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

(a) All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(c) Additionally, contractors are required to pay wages not less than once a week.

(5) Copeland Anti-Kickback Act

Applicability: This requirement applies to all contracts for construction or repair work exceeding $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

(a) Contractor. The Contract shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

(b) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

(6) Contract Work Hours and Safety Standards Act

Applicability: This requirement applies to all procurements exceeding $100,000 that involve the employment of mechanics or laborers. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(a) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (6)(a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (6)(a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (6)(a) of this section.

(c) *Withholding for unpaid wages and liquidated damages*. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract

Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (6)(b) of this section.

(d) *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (6)(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (6)(a) through (d) of this section.

(7) Clean Air Act and Federal Water Pollution Control

Applicability. Required for contracts exceeding $150,000.

(a) Clean Air Act

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(ii) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(b) Federal Water Pollution Control Act

(i) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(ii) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(8) Debarment and Suspension

Applicability. Required for contracts and subcontract exceeding $25,000.

(a) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the City . If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Separate Government Wide Debarment and Suspension certification included for signature

(9) Byrd Anti-Lobbying Amendment

Applicability. Certification required for contracts and subcontract exceeding $100,000.

(a) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Separate Lobbying Certification included for signature

(10) Procurement of Recovered Materials

Applicability. Required for contracts exceeding $10,000.

(a) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the

contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(11) Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part

of any system; or

4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions

(i) This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are *not used* as a substantial or essential component of any system; *and*

b. Are *not used* as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(12) Domestic Preference for Procurements

(a) As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

(b) For purposes of this section:

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

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

(13) Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms

The Contractor, if subcontracts are to be let, is required to take all necessary affirmative steps identified in 2 C.F.R. §200.321 to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

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

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

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

(d) Establishing delivery schedules, where the requirement permits, which

encourage participation by small and minority businesses, and women's business enterprises;

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

(f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) —(e) of this paragraph.

Federal Emergency Management Administration (FEMA) Required Contract Provisions:

(1) Access and Retention of Records

The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) Department of Homeland Security (DHS) Seal, Logo, and Flags –

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

(3) Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. No Obligation by Federal Government

(4) No Obligation by Federal Government

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

(5) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

(6) Copyright and Data Rights

The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

"The Contractor, Hagerty Consulting, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Bradley R. Grining

Signature of Contractor's Authorized Official

Bradley R. Grining, Chief Operating Officer

Name and Title of Contractor's Authorized Official

4/3/2025

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

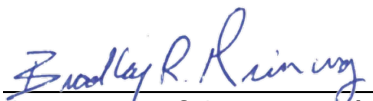
The Contractor shall comply and facilitate compliance with Department of Homeland Security regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 3000, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount). And to each contract at any tier that must be approved by a FEMA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a. Debarred from participation in any federally assisted Contract;
b. Suspended from participation in any federally assisted Contract;
c. Proposed for debarment from participation in any federally assisted Contract;
d. Declared ineligible to participate in any federally assisted Contract;
e. Voluntarily excluded from participation in any federally assisted Contract; or
f. Disqualified from participation in any federally assisted Contract.

By signing and submitting this form, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Bradenton. If it is later determined by the City of Bradenton that the Contractor knowingly rendered an erroneous certification, in addition to the remedies, including but no limited to suspension and/or debarment. The Contractor agrees to comply with the requirement of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 3000, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Hagerty Consulting, Inc
Company Name


Signature of Contractor's Authorized Official

Bradley R. Grining, Chief Operating Officer
Name and Title of Contractor's Authorized Official

4/3/2025
Date

EXHIBIT D
WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE:

Pursuant to the City of Bradenton, Agreement for _____ Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and _____, hereinafter referred to as "Consultant," a determination has been made by the City that there is a need for the performance of or rendering of services by the Consultant of a certain "Work Assignment" under the purview of said Agreement, and Consultant is hereby authorized to perform or render the particular services of work described as follows:

WORK ASSIGNMENT TITLE:

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

1. SCOPE OF WORK
2. HOURLY FEE SCHEDULE
3. WORK ASSIGNMENT SCHEDULE

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

Task/Description #____ - $

Task/Description #____ - $

City may authorize, in writing, in advance, adjustments to the compensation for particular Tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Consultant agrees to perform or render Services in accordance with this Agreement No. ___ for _____ Services and this Work Assignment dated_____.

HAGERTY CONSULTING SERVICES, INC..

BY:_____

Printed Name: _____

Title:_____

Date: _____

CITY OF BRADENTON

BY:_____

Date: _____

5141696v1

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: Jeff Burton, Community Redevelopment Agency

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: RESOLUTION 25-48 - SECOND PUBLIC HEARING

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The subject redevelopment site consists of 1.0126 acres of vacant land. The purpose for the Brownfield designation is to assist the Community Redevelopment Agency, as owner with possible remediation that the property may need, along with with the Florida Brownfields Program's economic benefits including liability protection.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the resolution.

SUGGESTED MOTION:
Motion to approve Resolution 25-48.

ATTACHMENTS:
Resolution 25-48

RESOLUTION NO. 25-48

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA DESIGNATING A BROWNFIELD AREA TO BE CALLED THE TAMIAMI TRAIL REUSE AREA WITHIN THE CITY FOR PROPERTY LOCATED AT 1404 14TH STREET WEST OF APPROXIMATELY 1.0126 ACRES (THE "BROWNFIELD AREA") FOR THE PURPOSE OF ENVIRONMENTAL SITE REHABILITATION AND ECONOMIC REDEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida, in Sections 376.77 – 376.85, Florida Statutes, adopted the Brownfields Redevelopment Act, the purpose of which is to encourage the redevelopment and the voluntary cleanup of real property where the expansion, redevelopment or reuse of which may be complicated by actual or perceived environmental contamination; and

WHEREAS, the Brownfields Redevelopment Act created a process whereby a local government with jurisdiction over the Brownfield Area must notify the Florida Department of Environmental Protection of its decision to designate a Brownfield area including a resolution approving and evidencing the designation; and

WHEREAS, the real property which is the subject of this Resolution is within a Community Redevelopment Area; and

WHEREAS, the real property which is the subject of this Resolution is owned by the Community Redevelopment Agency of the City of Bradenton; and

WHEREAS, the City of Bradenton has conducted the necessary public hearings for designation of a Brownfield Area; and

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

Section 1. The City Council for the City of Bradenton hereby designates the property generally located at 1404 14th Street West consisting of 1.0126 acres and described with more particularity in the legal description attached hereto as Exhibit "A" and as depicted by the map attached hereto as Exhibit "B", a brownfield area for the purposes of Sections 376.77 – 376.85, Florida Statutes, to be known as the Tamiami Trail Reuse Area. Such designation shall not, however, render the City of Bradenton liable for the cost of site rehabilitation or source removal, as those terms are defined in Section 376.79, Florida Statutes.

Section 2. The Mayor, City Clerk, and City Attorney are hereby authorized to do all things necessary and proper to make effective the provisions of this Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON FLORIDA, with a quorum present and voting, this 23rd day of April 2025.

ATTEST:

Tamara Melton, CITY CLERK

Gene Brown, MAYOR

APPROVED AS TO FORM:

Scott Rudacille, CITY ATTORNEY

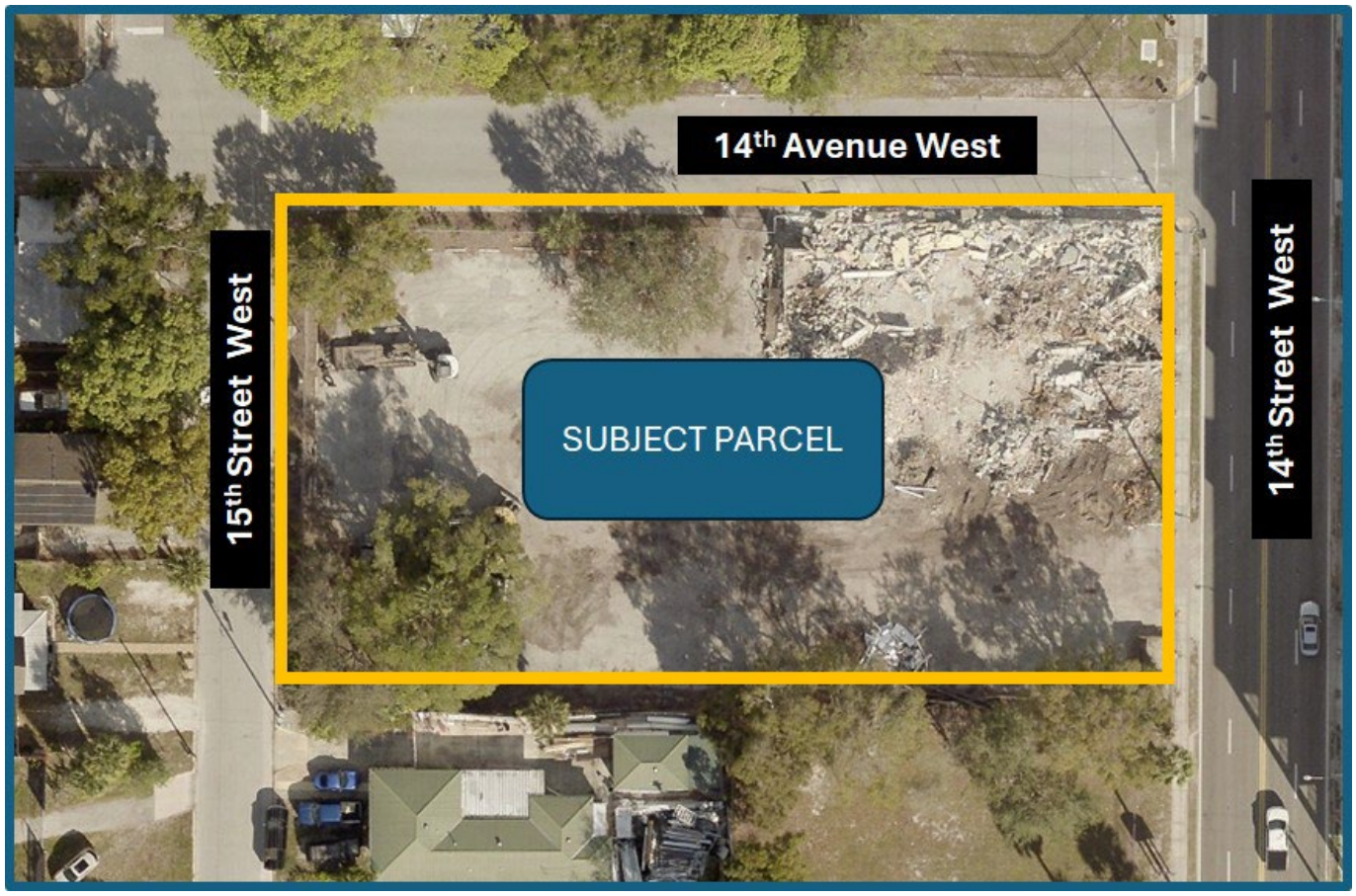
EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1 THROUGH 6, BLK A, TYLER'S SUB, TOGETHER WITH 1/2 OF VACATED ALLEY IN SD BLK A ADJACENT TO EACH OF SD LOTS PER RESOLUTION REC IN OR 824 PG 48, LESS THE R/W FOR 14TH ST W (US 41) AND LESS THE PORTION CONVEYED TO THE CITY OF BRADENTON IN DB 99 P 498 (O.R. 1667/7635) PI#44089.0005/9

EXHIBIT "B"

MAP



AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Emergency Procurement Report

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
According to the City of Bradenton Emergency Procurement Policy and pursuant to Section 2-237(2) of the Code, all emergency procurements will be reported to the City Council at the next regularly scheduled meeting.

ATTACHMENTS:

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Proposal for City Centre Garage Retail Space - Left Coast Sol

SUGGESTED ACTION: Review proposal and approve or deny

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The first three-year lease term for the City Centre Garage Retail spaces will be expiring on June 30, 2025. The initial leases have two one-year renewal options with six months' notice to the City. Three of the four original tenants will be renewing. We were recently notified that a second tenant will not be renewing their lease upon expiration due to unforeseen circumstances.

We recently received a proposal from Holly Kim, Owner of Left Coast Sol for rental of the unit that will be vacated. That proposal is now before you for consideration.

FINANCIAL IMPACT:
The rent will be the same that would have been for the previous tenant, with the 3% annual increase.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:

Motion to approve or deny the proposal by Holly Kim of Left Coast Sol to rent the City Centre Garage Retail Space that will be available July 1, 2025.

ATTACHMENTS:
Left Coast Sol Proposal



Left Coast Sol

5338 34th Street West

Bradenton, FL

Detwiler's Marketplace

Est. October 2023

About the Owner

Holly Kim had been designing and planning major events for marquis clients across the U.S. for nearly 30 years prior to opening Left Coast Sol. Her design inspiration for the store comes from living on the West Coast in Southern California before moving to the Gulf Coast of Florida in 2019 with her husband and daughter. Bradenton is where her parents reside and where she has visited regularly for nearly two decades prior to relocating here. This is a community she truly loves with so many wonderful friendships throughout the Bradenton/Sarasota area.

After COVID hit in 2020 and the Event industry completely shut down, Holly began selling vintage and antique items in pursuit of her career passion.

Then, one day while on a family bike ride, they came across a vacant space in the plaza near their home. And the rest is history.

What is Left Coast Sol?

- A woman and locally-owed small business located at 34th Street West and 53rd Avenue West near the IMG Academy Campus and Detwilers.
- We offer a thoughtfully-curated collection with a carefree, coastal style. We carry local and sustainable products including furniture, home décor, and gifts. We also feature beautiful local art, jewelry, and candles.
- We want customers to enter our store and know right away that they will find the perfect gift, or that special piece for their homes!








TWOS COMPANY
PLAYING CARDS
LEFT COAST SOL
GUEST NAPKINS
COCKTAIL NAPKINS



Left Coast Sol in the Community



Our continuous efforts to drive traffic and business to our existing location will serve this Downtown Bradenton location well!

- We are Members of *Discover Bradenton* and the *Manatee Chamber of Commerce*
- We Advertise in *Bradenton Magazine* (in fact, the current cover artist's works are sold in our store)
- We Sponsor *Palmetto Charter School* (a Downtown location is an ideal location for customers to the North)
- We were featured in *Out and About Sarasota/Bradenton with Tyler Butler* and sponsored the ad for Mar Vista after the hurricane.
- We do quality pop-up events to drive traffic to the store – most recently SRQ Wine Fest, and another event scheduled for later this month also in Sarasota.
- Donate to local organizations and events around town, such as *Long Boat Key Club* and *Stewart Elementary* just last month.
- Work cooperatively with local businesses such as *Pink & Navy* to drive traffic into our stores (***Shop Crawl*** starts next week)

Spreading the Word…

Shop Crawl Launching April 10th



SRQ Wine Fest Pop-up March 22nd



Latest *Bradenton Magazine* Ad



Since Opening 1.5 Years ago...

- We have built a warm relationship with our customers. Nearly 70% are “locals” who own homes in the area and reside full-time, seasonally, or travel back and forth throughout the year.
- Customers have increasingly requested our in-home design consultations this year as well as special order pieces.
- Our customers come in not just to shop, but to continue their engaging experience where we left off during their last visit.
- Overall sales have increased significantly over the last year, number of tickets have increased 60%, with the average receipt up 50%.

Why Downtown Bradenton?

- Our store is currently a destination; i.e. we don't have foot traffic. The opportunity to be a part of the Downtown vibe, event, and art community is very exciting to us!
- We have many customers that drive from Parrish and Palmetto – this will be a much closer location for those areas to draw even more visitors and shoppers to the business and area.
- We would love to not only neighbor two other local, women-owned businesses, but establish another RETAIL location in our growing Downtown community.
- We believe that our business will add value to the city by attracting shoppers, enhancing the local retail landscape, and contributing to the overall appeal of Bradenton as a dynamic, coastal community.
- We would like expand our reach and network in the community; not only for our business but to add value and play a part in helping to continue making Bradenton a wonderful, vibrant, and strong community as a whole.



Thank you for your time and consideration!

Holly Kim

Owner

Left Coast Sol

E-mail: leftcoastsol@gmail.com

Website: www.leftcoastsol.com

Mobile: 248-506-9315

Instagram: @LeftCoastSol_AtHome

Facebook: @LeftCoastSolAtHome

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 23, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Third Amendment to Agreement of Purchase and Sale - Tropicana Manufacturing Company, Inc. to the City of Bradenton

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On May 22, 2024, City Council approved the Purchase & Sale Contract between Tropicana Manufacturing Company, Inc. and the City of Bradenton for the 32.39-acre site and authorized execution by the Mayor. Two prior extensions were required to extend the inspection period while surveys, title work and extensive environmental testing were being completed. This third amendment reduces the purchase price from $5,250,000 to $4,850,000 based on negotiations between the parties due to certain conditions found on the property. It also releases Tropicana for liability relative to existing environmental conditions, potential legal exposure or environmental contamination on the property.

The City intends to complete a Brownfield Designation of the property post purchase and perform remediation as set forth by the FDEP in any Brownfield Site Rehabilitation Agreement. Additionally, the City will be procuring an Environmental Liability Insurance policy on the property.

FINANCIAL IMPACT:
$4,850,000.00 purchase price. $1,050,000 from the General Fund. $1,050,000

from the Sanitation Fund and $2,750,000 from the water/sewer fund.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve Third Amendment to Agreement for Purchase & Sale for the purchase price of $4,850,000.00 and authorize execution of the Amendment and all transactional documents by Mayor and closing on the purchase agreement immediately thereafter.

ATTACHMENTS:
Third Amendment to Agreement of Purchase and Sale

THIRD AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

THIS THIRD AMENDMENT AGREEMENT OF PURCHASE AND SALE (the "**Agreement**") is by and between **TROPICANA MANUFACTURING COMPANY, INC., a Delaware corporation** (hereinafter called the "**Seller**") and **CITY OF BRADENTON, a Florida municipal corporation** (hereinafter called the "**Purchaser**").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into an Agreement of Purchase and Sale on May 22, 2024 and a first amendment to the same on October 22, 2024, and a second amendment to same on February 3, 2025 (collectively the "Contract"); and

WHEREAS, the parties have agreed to certain modifications of the Agreement as more fully provided for herein.

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, hereto agree as follows:

1. **RECITALS**. The above recitals are true and correct and incorporated herein.

2. **PURCHASE PRICE AND CLOSING DATE**. The Purchase Price shall be reduced to FOUR MILLION EIGHT HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($4,850,000.00). The Closing Date is hereby amended to be 10 days after the date of this Amendment.

3. **PROPERTY ACCEPTED IN "AS IS" CONDITION**. The Purchaser : (i) has completed all inspections desired under Section 6, of the Contract: (ii) waives the Purchaser 's right of termination of the Contract under said Section 6.; and (iii) accepts the Property in its "as is" condition with all faults known and unknown, including specifically but not limited to any and all environmental and hazardous materials conditions discovered through Purchaser 's investigations or disclosed by Environmental Audits/Reports obtained by Purchaser prior to the Closing Date, or during Purchaser 's subsequent ownership of the Property, and all easements and restrictions encumbering the Property, if any.

4. **RELEASE OF SELLER.** For and in consideration of the covenants and agreements set forth herein, and in the Contract, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge. The Purchaser, on behalf itself, its predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and its and their past, present and future elected officials, officers, attorneys, agents, employees, representatives, assigns and successors in interest, and all persons acting by, through under or in concert with them, and each of them, hereby knowingly, voluntarily, fully and finally waives, releases, acquits, and discharges the Purchaser , and its respective predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under

common control with any of the foregoing, affiliates and assigns, and their past, present and future officers, directors, shareholders, interest holders, managers, members, partners, attorneys, agents, employees, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, of and from any and all claims, demands, obligations, actions, causes of action, suits, liabilities, losses, damages, costs, and expenses of any nature whatsoever, whether in law or equity, based in contract, tort, or any other theory of recovery, vested or contingent, known or unknown, foreseen or unforeseen, accrued or not accrued, direct or indirect, relating to any known or unknown existing, environmental regulatory compliance issues, environmental contamination or any other known or unknown environmental liabilities including, but not limited to, those related to any Hazardous Materials located in, on, under, around or about the Property.

As used herein, the term "**Hazardous Materials**" means and includes any substance, material, waste pollutant or contaminant that is or could be regulated under any Environmental Laws or that may adversely affect human health or the environment, including, without limitation, any solid or hazardous waste, hazardous substance, asbestos, PFAS and PFOA compounds, petroleum (including crude oil or any fraction thereof, natural gas, synthetic gas, polychlorinated biphenyls (PCBs), and radioactive material), medical, special or infectious wastes defined pursuant to the medical waste regulations promulgated by the State of Florida and as further set forth in any state or local laws and ordinances, and their corresponding regulations thereto or any elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "**EPA**") and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

As used herein the term "**Environmental Laws**" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, permits, authorizations, orders, policies or other similar requirements of any governmental authority, agency or court regulating or relating to health, safety, or environmental conditions in, on, under, or about the Property or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Clean Air Act; the Clean Water Act; the Safe Drinking Water Act; the Toxic Substances Control Act and all state and local counterparts thereto as well as any so called federal, state or local "Superfund" or "Superlien" laws, statutes, law, ordinance, code, rule, regulation, order or decree regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Substance.

The terms and conditions of this Release paragraph shall survive the Closing and Purchaser's acquisition of the Property under the Contract, and remain enforceable by Seller thereafter.

5. **MODIFICATION.** The remaining provisions set forth in the Contract are unmodified and remain in full force and effect.

6. **COUNTERPARTS.** This Amendment may be executed in several counterparts, each of which shall be construed as an original notwithstanding that all parties may not be signatories at the same counterpart.

7. **FACSIMILE/ELECTRONIC COPY**. A facsimile/electronic copy of this Amendment and any signatures thereon or any other form of electronic execution recognized under Florida law, shall be considered originals.

8. **RATIFICATION.** All other provisions of the Contract not inconsistent herewith are ratified and confirmed. In the event that any of the terms of this Amendment and the Contract conflict, the terms of the Amendment shall control.

PURCHASER:

CITY OF BRADENTON, a municipal corporation

By:_____
Name:_____
Title:_____

Date of Execution by Purchaser:
_____, 2025

SELLER:

TROPICANA MANUFACTURING COMPANY, INC., a Delaware corporation

By:_____
Print Name:_____
Its:_____

Date of Execution by Seller:
_____, 2025