

**AGREEMENT FOR
PARKS ARCHITECTURAL & ENGINEERING CONSULTING SERVICES
LINCOLN PARK RECREATION COMPLEX EXPANSION**

THIS AGREEMENT is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, hereinafter referred to as the "County," with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205-7804, and **UGARTE & ASSOCIATES, INC.**, hereinafter called the "Consultant," duly authorized to conduct business in the State of Florida, located at 434 9TH Avenue West, Palmetto, FL 34221.

WHEREAS, the COUNTY has determined that it is necessary, expedient and in the best interest of the COUNTY to retain, obtain or employ the Consultant to render and perform Parks Architectural & Engineering Services in the manner set forth in this Agreement; and

WHEREAS, County caused a public announcement to be made, distributed and published, requesting proposals (RFP #09-2923FL), for the selection of a consultant;

WHEREAS, this Agreement is the result of competitive procedures instituted by the County and as the project is funded by a Housing and Urban Development, Community Development Block Grant (CDBG) Federal and State guidelines have been applied.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

WITNESSETH

Now therefore in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE 1. SCOPE OF SERVICE

Consultant covenants and represents to County that Consultant shall provide services as described in Attachment A, hereinafter referred to as the "Scope of Services".

ARTICLE 2. CONTRACT DOCUMENTS

Consultant shall comply with the following attachments which are attached and made a part of this Agreement:

- Attachment "A" --- Scope of Service
- Attachment "B" --- Compensation Schedule
- Attachment "C" --- Special Conditions
- Attachment "D" --- Certificate of Insurance
- Attachment "E" --- Compliance with Federal Laws
- Attachment "F" --- Section 3 Summary Report, Form HUD-600002

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3. LIMITATION OF COSTS AND PAYMENTS

Consultant shall be paid by County an amount in accordance with Attachment B for the provision of the Scope of Services. Consultant has been advised that no employee of Consultant or employee of the County may authorize any increase in total compensation unless authorized in writing by both parties.

ARTICLE 4. CONTRACT TERM

- A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period detailed Attachment "B" Compensation Schedule.

ARTICLE 5. TERMINATION

- A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Consultant upon determining that Consultant has failed to comply with the terms of this Agreement. If Consultant fails to comply with the terms of this Agreement, the Contract Administrator may, upon written notification to Consultant withhold payment until Consultant complies with the conditions or terms. The notice shall specify the manner in which the Consultant has failed to comply with this Agreement.

ARTICLE 6. NOTICES

All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Consultant: Ugarte & Associates, Inc.
Attn: Mr. Carlos "Charlie" Ugarte
434 9th Avenues West
Palmetto, FL 34221

If by hand delivery: Ugarte & Associates, Inc.
Attn: Mr. Carlos "Charlie" Ugarte
434 9th Avenues West
Palmetto, FL 34221

If mailed to County: Manatee County Government
Neighborhood Services Department
Attn: Mrs. Cheri Coryea
1112 Manatee Avenue West
Bradenton, FL 34205

If by hand delivery: Manatee County Government
Neighborhood Services Department
Attn: Mrs. Cheri Coryea
1112 Manatee Avenue West
Bradenton, FL 34205

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

ARTICLE 7. GENERAL CONDITIONS

A: MAINTENANCE OF RECORDS.

i. Consultant shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Consultant shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Consultant's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Consultant shall provide requested records in a fashion which maintains confidentiality. County shall

have the right to obtain and inspect any audit pertaining to the performance of this Agreement or License made by any local, State or Federal Agency. Consultant shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Consultant for at least three (3) years after the termination of this Agreement.

- B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally Consultant covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by Consultant, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County.
- C: CONTRACTUAL LIABILITY. The relationship of the Consultant to the County shall be that of an independent Consultant. Nothing herein contained shall be construed as vesting or delegating to the Consultant or any of the officers, employees, personnel, Consultants, or Subconsultants of the Consultant any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Consultant in connection with the Scope of Services or for debts or claims accruing to such parties. Consultant shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.
- D: NON-ASSIGNABILITY. Consultant may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.
- E: Consultant's REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Consultant shall provide the County with a list of representatives authorized to act on behalf of the Consultant.

ARTICLE 8. INDEMNIFICATION

Consultant shall indemnify, keep and save harmless the County, its officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses, which may accrue against the County arising out of the negligent performance of or intentional failure to perform the Scope of Services required by this Agreement or the terms of this Agreement. Consultant shall pay all

charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgement shall be rendered against the County in any such action, Consultant shall, at its own expense, satisfy and discharge the same up to and including an amount equal to the total fees earned or to be earned under the terms of this Agreement. Consultant expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Consultant's negligent performance or intentional failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Consultant at the above listed address. Upon receipt of notice, Consultant, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgement against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Consultant attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9. INSURANCE

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at the Consultant's sole expense, procure, maintain and keep in force during the period of Consultant's Scope of Services under this Agreement, amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance attached hereto as Attachment D. Upon prior, written Agreement by and between Consultant and County, Consultant shall procure additional insurance for a term as may reasonably be requested by the County to protect the County from liability, during any such term.

Until such time as the specified insurance is no longer required under this Agreement the Consultant shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Consultant shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage. Further, Manatee County will be provided with copies of all underlying additional

insured endorsements. County shall be under no obligation to pay Consultant for any services provided or for any costs associated with Consultant's Scope of Services for any period of time not covered by the insured required under this Agreement.

ARTICLE 10, CONVEANTS OF THE COUNTY

The County hereby covenants and agrees:

- A. Director, Neighborhood Services Department, or such other employee as may be designated in writing by the County's Purchasing Manager shall serve as County's Contract Administrator and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Consultant's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the Contract Administrator shall be referred to the Purchasing Manager or his designee.
- B. The County shall make available at no cost to the Consultant all data relative to the project that is required by the Consultant for the performance of the Scope of Services.
- C. The County shall give prompt notice to the Consultant whenever the County observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. The County shall give careful and reasonable consideration to the findings and recommendations of the Consultant and shall respond and issue notices to proceed in a timely manner so as not to unduly delay the Consultant's work called for by this Agreement.
- E. The County shall perform activities in this Article at no cost to the Consultant.

ARTICLE 11. COVENANTS OF THE CONSULTANT

Consultant hereby covenants and agrees:

- A. Carlos "Charlie" Ugarte, President, is hereby appointed as Consultant's Agent with respect to the services to be performed by the Consultant pursuant to this Agreement. The Consultant's Agent shall have the authority without limitation, to make representations on behalf of Consultant, receive information, and interpret and define the needs of Consultant and make decisions pertinent to services covered by the Agreement. Consultant's Agent shall have the right, from time to time, to designate such other

employees of Consultant's as they desire, to serve in their absence. Consultant reserves the right to designate a different agent, provided that the County is given written notice thereof.

- B. That the Work shall be performed in accordance with the terms and conditions of this Agreement.
- C. That all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required. All services shall comply with such reasonable supplemental written memoranda and directives provided by the Contract Manager, which is not in conflict with this Agreement.
- D. That Consultant shall be responsible for collecting all existing data required for the successful completion of each task.
- E. That Consultant shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.
- F. Consultant shall be entitled to rely upon that information, which may be provided them from time to time, from the County or others on behalf of the County. Consultant shall, however, call to the County's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, the County in the identification and resolution of same. Information referred to above includes, but is not limited to, transportation engineering design, construction and additional services; consultations, investigation and reports and the like, including all other information to be provided to the Consultant by others and necessary for the execution of Consultant's work under the Agreement, as amended. The County shall, however, hold Consultant fully responsible for verifying, to the extent practicable, documents and information provided by the County and identifying its obvious deficiencies concerning documents and information provided. The Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

ARTICLE 12. DISPUTE RESOLUTION

Disputes shall be resolved as follows: good faith negotiations by the designated agents of the parties and if not resolved by such designated agents after twenty-one (21) days, Consultant shall submit his claim, with the basis for the dispute, in writing to the Manatee County Purchasing Manager for a determination and handling in accordance with the provisions of the Manatee County Procurement Code. Any dispute resolution agreed to by

County's Contract Manager or the Manatee County Purchasing Manager, constituting a material change in this Agreement will not be final until approved by the Board of County Commissioners. If such dispute involves the percentage of task completed by Consultant, County shall, as promptly as reasonably possible after resolution of such dispute, forward payment to Consultant of any amount determined to be due and owing.

The services shall be performed by the Consultant to the reasonable satisfaction of the County, and all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof, which cannot be settled by mutual agreement of the parties, shall be settled by recourse to litigation under Florida law. Any such lawsuit shall be filed only in Manatee County, Florida.

ARTICLE 13. INFORMATION REPORTS

The Consultant shall provide all information and reports required by County policies, procedures, regulations, rules, orders and/or instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant shall certify such to the County, as appropriate, and shall set forth what efforts have been made to obtain the information.

ARTICLE 14. LEGAL RESTRAINTS AND LIMITATIONS

The Consultant acknowledges that the County, as a unit of local government and a political subdivision of the State of Florida, is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. The Consultant agrees that all professional services rendered or performed by the Consultant pursuant to the provisions of this Agreement, as amended, shall be in compliance therewith.

ARTICLE 15. ASSIGNMENT AND SUBCONTRACTS

The Consultant shall not sublet, assign or transfer any work under this Agreement to another consultant or contractor, without the prior written consent of the County.

ARTICLE 16. SOLICITATION OF CONTRACT

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 company or person other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the

County shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida.

ARTICLE 18. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 19. MISCELLANEOUS

- A. The Consultant and the County agree that the Consultant, its employees, and subcontractors are not employees or agents of the County as a result of this Agreement, as amended or in the performance of any duties pursuant to this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, is, by the courts held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and

enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 20. AMENDMENTS

This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

ARTICLE 21. SEVERABILITY

In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 22. HEADINGS


All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 23. AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties have executed this agreement to furnish and deliver the required Parks Architectural & Engineering Consulting Services for the Lincoln Park Recreation Complex Expansion.

UGARTE & ASSOCIATES, INC.

By:  _____

Print Name: CARLOS D. UGARTE

Title: PRES.

Date: 3/15/10

MANATEE COUNTY GOVERNMENT

By:  for the County

Print Name: Cheri R. Coryen

Title: Director

Date: 3/16/10

ATTACHMENT "A"

SCOPE OF SERVICES

A.01 BACKGROUND

Lincoln Park Recreation Complex is located at 715 17th Street West Palmetto, Florida. The park is at the intersection of Highway 41 North and 17th Street West. The expansion of the existing Lincoln Park Recreation Complex will be to the South of the existing parking lot. Expansion will be sensitive to the existing trees on the site.

A.02 SPECIFIC SCOPE

The Consultant will be responsible for providing Park Architectural/Engineering Services for the expansion of the Lincoln Park Recreation Complex is to include; a Restroom/covered Structure, utilities design, ADA accessibility requirements, a 3,500 square foot Splash Park & required pump room, landscaping (in accordance with the City of Palmetto Land Development Code), security fencing, lighting, and the placement of park amenities (i.e. equipment, benches). Note, the restroom minimum fixture requirements to be approved by the DCF (Department of Children & Families) based on the size of the Splash Park. Vehicular Parking improvements to Lincoln Park, including ADA spaces, are being provided under a separate County agreement or purchase order and therefore not a part of this scope.

All possible design options will be thoroughly discussed with the County to include but not limited to the Parks and Recreation Department, Property Management Department and Neighborhood Services Department prior to design approval.

Specific services will include but not be limited to:

- Pre-Design Topographic to be provided by the County and As-Built Survey of the new improvement will be provided by the Consultant
- Design of Listed Facilities
- Development of Construction Plans, Specifications, and Bid Documents
- Local, State and Federal Permitting
- Environment Mitigation
- Bid Development, Analysis Services
- Construction Phase Services
- CDBG Grant Compliance and Documentation
- Site Plan Approval
- Utilities Design

A.03 GENERAL SCOPE

The work consists of providing for Parks Architectural/Engineering Services that include but are not limited to, site Planning, design and specifications, services during bidding, services during construction, record drawings, permits for construction and Grant Compliance & Reporting. Additional services may be required for operational analysis, modeling and plan evaluation. Engineering services specialties shall include but are not limited to, civil, structural, mechanical, electrical / instrumentation, environmental, industrial, geological

and utilities design. The Consultant shall be responsible for all architectural and engineering functions as defined here in to deliver an acceptable design and manage the phases of the construction through to completion. Soil borings to be ordered by Manatee County.

A. Project Control

Develop and maintain a project reporting system tracking all critical events, both scheduled and actual, for project, if necessary. Said report shall be submitted to the County's Contract Manager on an as required basis.

As a minimum, participate in project meetings on an as required basis with the County's Contract Manager to relate current status of overall project schedule; noting exceptions and suggesting actions required to correct schedule exceptions.

B. Quality Control

Provide quality assurance and performance tracking of the project.

Insure delivery schedules and the integrity of the products.

The Consultant shall be responsible for errors and omissions to the plans and specification.

C. Personnel

The Consultant shall provide qualified personnel as necessary to effectively carry out its responsibilities under this Request for Proposal. The Consultant shall utilize only competent personnel, who are qualified by experience and education, and who are acceptable to the County's Contract Manager. The Consultant shall not make changes in the professional personnel working on activities pursuant to the Contract without the written approval of the County's Contract Manager.

The Consultant shall be present for project decision meetings at the request of the County's Contract Manager.

ATTACHMENT "B"

COMPENSATION SCHEDULE

A. COMPENSATION SCHEDULE

<u>Phase</u>	<u>Amount</u>	<u>Schedule</u>
1. Kick Off Meeting Preliminary Site Plan	\$7,000	30 Days
2. Public Hearings 30% Drawing Package	\$17,000	60 Days
3. Design Development 60% Drawing Package	\$18,000	90 Days
4. 100% Drawing Package	\$15,000	120 Days
5. Bidding Services	\$2,000	150 Days
6. Construction Administration	\$7,000	360 Days
7. Final Acceptance	<u>\$4,553</u>	420 Days
TOTAL NOT TO EXCEED	\$70,553	

ATTACHMENT "C"

SPECIAL CONDITIONS

1. This agreement may be expanded by the mutual agreement of the parties.
2. Compensation payable to Consultant for services rendered and expenditures incurred in providing the services identified in Attachment "A".
4. The fee shall be the total compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits, operating margin and subcontractor costs.
5. Consultant shall provide County with invoices in accordance with Attachment "B" Compensation Schedule.
6. Consultant's invoice shall be in a form acceptable to County, provide specific details with respect to actual service units and/or hours of work incurred and include other such detail as may reasonably be requested by County.
7. Any penalty for delay in payment shall be in accordance with the Florida Prompt Payment Act (Section 218.70, et seq., Florida Statutes).

ATTACHMENT "D"
INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2010

PRODUCER ISU Suncoast Insurance Assoc P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Ugarte & Associates, Inc. 434 9th Avenue W. Palmetto, FL 34221		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: XL Specialty Insurance Company	37885
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	DPS9680861	08/17/09	08/17/10	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Professional Liability is written on a claims made and reported basis.

CERTIFICATE HOLDER

Manatee County Government
 1112 Manatee Avenue West
 Bradenton, FL 34205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ATTACHMENT "E"

COMPLIANCE WITH FEDERAL LAWS

E.01 GENERAL PROVISIONS

- a. Equal Employment Opportunity-Contractor is required to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."; and
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S. 276c) Contractor is required to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 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 shall 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 is otherwise entitled; and
- c. Rights to Inventions Made Under a Contract or Agreement- Contractor is required to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD; and
- d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Contractor is required to 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; and
- e. Debarment and Suspension (E.O.s 12549 and 12689)-No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its

principal employees; and

- f. Drug-Free Workplace Requirements-The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Contractor is required to comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F; and
- g. Section 3 Requirements-The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project being awarded to business concerns that provide economic opportunities for low- and very low income persons residing the metropolitan area in which the project is located.

E.02 FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS

- a. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)- Contractor is required to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. (*See Attachment E For Current Federal Wage Decision*); and
- b. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) Contractor is required to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous; and
- c. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended- Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to

the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.); and

d. BONDING REQUIREMENTS (PROJECTS OVER \$100,000)

1. A bid guarantee equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified; and
2. Performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and
3. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

e. LABOR STANDARDS (PROJECTS OVER \$2,000)

The following Federal Labor Standards provisions are in effect and must be complied with by all Contractors and Sub-Contractors. As before mentioned in E.01, b, c, it is mandatory that these legislative acts are complied with. Specific reporting requirements include, but shall not be limited to the following:

1. Federal Wage Decision for Manatee County in Florida. Per the Davis-Bacon Act, these are the applicable prevailing federal wage rates for this project. There are no State prevailing wage rates. These wage rates will be compared against those posted by the U.S. Department of Labor 10-days prior to the opening of the RFP's. In the event that the Federal Wage Decision has been updated, proposers will be notified in writing, in accordance with A.04. *See Attachment E for the current Federal Wage Decision; and*
2. United States Department of Labor, Payroll, Form WH-347 (OMB Approval No. 1215-0149) with accompanying Statement of Compliance. Per the Davis-Bacon Act and the Copeland Act, the awarded contractor and its subcontractor's are required to submit weekly payrolls, being accompanied by the Statement of Compliance, bearing an original signature. *See Attachment F for the current Payroll Form WH-347 with accompanying Statement of Compliance; and*

3. United States Department of Housing and Urban Development and the Office of Labor Relations, Record of Employee Interview, form HUD-11 (OMB Approval No. 2501-0009). Employees of the General Contractor and its Sub-Contractor's will be interviewed at different intervals for public recording purposes only and is used to measure compliance with Federal labor Standards. *See Attachment G for the Record of Employee Interview, form HUD-11.*

ATTACHMENT "F"

Section 3 Summary Report, Form HUD-60002

Form HUD-60002 Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any public and Indian housing programs that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and in recipient of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (excluding renovation and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects and to contracts and subcontracts in excess of \$100,000 awarded in connection with the Section 3 covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to employment and training. The recipient has the option to determine numerical and/or percentage goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to contracting and Part III summarizes recipients' efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were awarded to low- and very low-income persons. A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity when the program providing assistance requires an annual performance report; this Section 3 report is to be submitted at the same time the program performance report is submitted. When an annual performance report is not required, the Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. Only firms/Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.

- HUD Field Office: Enter the Field Office name.
1. Recipient: Enter the name and address of the recipient submitting this report.
 2. FIRM IDENTIFICATION: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
 3. Dollar Amount of Award: Enter the dollar amount awarded to the recipient (do not include the recipient).
 - 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
 6. Reporting Period: Indicate the time period (months and year) to the report covers.
 7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in Column A in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with the project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-insulatory

Submit one (1) copy of this report to the HUD Headquarters, Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts awarded during the period specified in item B. PHAs/PIAs are to report all contracts/subcontracts.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings that variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Part II: Contracts Awarded

1. Construction Contracts

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through local advertising media, signs prominently displayed at the project site, or contacts with the community organizations and public or private agencies operating within the metropolitan area (or non-metropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Conducted with YouthBuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other: none/see below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information and you are not required to provide this information unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low-income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 3084(c) of the Fair Housing Act and Section 919 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative, personal identifying information is not included.