

REQUEST FOR QUALIFICATIONS  
No. 25-TA005878SAM  
PROFESSIONAL ENGINEERING  
DESIGN SERVICES FOR  
15<sup>TH</sup> ST E / 301 BLVD E  
FROM S OF 63<sup>RD</sup> AVE S  
TO S OF 51<sup>ST</sup> AVE DR E  
INTERSECTION  
PROJECT #6117860  
(FDOT FPID# 431350-7-38-01)  
APRIL 16, 2025

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West, 7th Floor, Suite 705  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**ADVERTISEMENT**

**REQUEST FOR QUALIFICATIONS NO. 25-TA005878SAM**

**15TH ST E / 301 BLVD E FROM S OF 63RD AVE S TO S OF 51ST AVE DR E  
INTERSECTION**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive qualification proposal responses (Proposals) from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide professional engineering design services as specified in this Request for Qualifications (RFQ).

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Proposals in response to this RFQ is **June 13, 2025 by 2:00 PM ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., 7th Floor, Suite 705, Bradenton, FL 34205 and time stamped by a Procurement representative by the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, 7th Floor, Suite 705.

**SOLICITATION INFORMATION CONFERENCE:**

A non-mandatory Information Conference will be held at 9:30 AM ET on April 30, 2025 at the Manatee County Administration Building, 1112 Manatee Ave West, 7th Floor, Suite 705, Bradenton, FL 34205.

**DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:**

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this RFQ to the Manatee County Procurement Division is **May 14, 2025 by 5:00 PM ET**. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** Sherri Adams-Meier, Procurement Manager  
(941) 749-3042, Fax (941) 749-3034  
Email: [sherri.adamsmeier@mymanatee.org](mailto:sherri.adamsmeier@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE:

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## **SECTION A, INSTRUCTIONS TO PROPOSERS**

In order to receive consideration, Proposers must meet the minimum qualification requirements, submit the required forms and information, and comply with the instructions as follows. Proposals will be accepted from a single business entity, joint venture, partnership or corporation. The County intends to award an agreement(s) for the provision of professional engineering design services as identified in this RFQ.

### **A.01 INFORMATION CONFERENCE**

A non-mandatory Information Conference will be held at 9:30 AM ET on April 30, 2025 at the Manatee County Administration Building, 1112 Manatee Ave West, 7th Floor, Suite 705, Bradenton, FL 34205.

### **A.02 DUE DATE AND TIME**

The Due Date and Time for submission of Proposals in response to this RFQ is **June 13, 2025 by 2:00 PM ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., 7th Floor, Suite 705, Bradenton, FL 34205 prior to the Due Date and Time.

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its Proposal to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a Proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

### **A.03 PUBLIC OPENING OF RESPONSES**

Sealed Proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Proposers or their representatives may attend the Proposal opening.

Manatee County will make public at the opening the names of the business entities which submitted a Proposal and city and state in which they reside. No review or analysis of the Proposals will be conducted at the Proposal opening.

### **A.04 SUBMISSION OF RESPONSES**

The contents of the Proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- Three (3) bound copy(s) clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password

protect or otherwise encrypt electronic Proposal copies. Electronic copies must contain an identical Proposal to the original.

Upon submission, all Proposals become the property of Manatee County which has the right to use any or all ideas presented in any Proposal submitted in response to this Request for Qualifications whether, or not, the Proposal is accepted.

Submit the Proposal package in a sealed container with the following information clearly marked on the outside of the package: RFQ No. 25-TA005878SAM, Professional Engineering Design Services for 15<sup>th</sup> St E / 301 Blvd E From S of 63<sup>rd</sup> Ave S to S of 51<sup>st</sup> Ave Dr E Intersection, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County  
Procurement Division  
1112 Manatee Avenue West, 7th Floor, Suite 705  
Bradenton, FL 34205

#### **A.05 ORGANIZATION OF RESPONSES**

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Exhibit 2, Proposal Response, identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposal Signature Form must be signed by an official or other individual authorized to make representations for the Proposer.

#### **A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS**

All documents issued pursuant to this RFQ are distributed electronically and available for download at no charge at [www.mymanatee.org](http://www.mymanatee.org) > *Business > Bids and Proposals*. Documents may be viewed and downloaded for printing using Adobe Reader<sup>®</sup> or Microsoft software, as applicable.

At its sole discretion, the County may utilize a third-party provider to distribute Proposals. For more information regarding this service visit the Procurement webpage of the County website. Utilization of this third-party service is not a requirement for doing business with Manatee County.

Additionally, the RFQ and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manasota Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

**A.07 ADDENDA**

Any interpretations, corrections or changes to this RFQ will be made by addendum. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/> > *Business > Bids and Proposals*. For those solicitations that are advertised on a third-party website, addenda will likewise be posted on the third-party website.

All addenda are a part of the RFQ and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to obtain, read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

**A.08 RESPONSE EXPENSES**

All costs incurred by Proposer in responding to this RFQ and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

**A.09 QUESTION AND CLARIFICATION PERIOD**

Each Proposer shall examine all RFQ documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this RFQ shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org). All questions received and responses given will be provided to potential Proposers via an addendum to this RFQ

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

**A.10 FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Proposal, and the attribute, condition or capability is a requirement of this RFQ. Such Proposer will be disqualified from consideration for this RFQ and may be disqualified from submitting a response on future solicitation opportunities with the County.

#### **A.11 WITHDRAWAL OR REVISION OF RESPONSES**

Proposers may withdraw Proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its Proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Proposals. A copy of the request shall be retained, and the unopened Proposal returned to the Proposer; or
- b. After the Proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
  1. The mistake is clearly evident in the solicitation document; or
  2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing and approved by the Purchasing Official.

#### **A.12 JOINT VENTURES**

Proposers intending to submit a Proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

#### **A.13 LOBBYING**

After the issuance of any solicitation, no prospective Proposer, or their agents, representatives or persons acting at the request of such Proposer, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Purchasing Official or designee, unless otherwise directed by the Purchasing Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

#### **A.14 EXAMINATION OF RESPONSES**

The examination and evaluation of the Proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

#### **A.15 ERRORS OR OMISSIONS**

Once a Proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the Proposal other than as identified in paragraph A.11.

**A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS**

The County will conduct a due diligence review of all Proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a Proposal that conforms in all material respects to the requirements of this RFQ and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFQ. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

**A.17 RESERVED RIGHTS**

The County reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one Proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

**A.18 APPLICABLE LAWS**

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

**A.19 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Proposer is prohibited from delineating a separate line item in its Proposal for any sales or service taxes.

The Successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on

account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

**A.20 SCRUTINIZED COMPANIES**

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

**A.21 COLLUSION**

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

**A.22 CODE OF ETHICS**

With respect to this Request for Qualifications, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFQ, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

**A.23 PUBLIC ENTITY CRIMES**

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, Successful Proposer, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer is to complete Form 3 and submit with your Proposal.

**A.24 AMERICANS WITH DISABILITIES**

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or Proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

**A.25 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request for Qualifications and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

**A.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE**

The State of Florida Office of Successful Proposer Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

**A.27 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records", and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the Proposals shall be conducted at the public opening.

If County rejects all Proposals and concurrently notices its intent to reissue the solicitation, the rejected Proposals are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A Proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all Proposals.

Pursuant to Florida Statute 119.0701, to the extent Successful Proposer is performing services on behalf of County, Successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Proposer transfers all public records to County upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

**IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**PHONE: (941) 742-5845**  
**EMAIL: [LACY.PRITCHARD@MYMANATEE.ORG](mailto:LACY.PRITCHARD@MYMANATEE.ORG)**  
**ATTN: RECORDS MANAGER**  
**1112 MANATEE AVENUE WEST**  
**BRADENTON, FL 34205**

**A.28 TRADE SECRETS**

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

**Notwithstanding any other provision in this solicitation, designation of the entire proposal as ‘trade secret’, ‘proprietary’, or ‘confidential’ is not permitted and may result in a determination that the Proposal is non-responsive and therefore the proposal will not be evaluated or considered.**

Except for materials that are ‘trade secrets’ as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposal shall belong exclusively to County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

- a. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
- b. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- c. That after notice from County that a public records request has been made pursuant to Proposer’s proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Proposer shall indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County's non-disclosure of the trade secret materials.

**A.29 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
  - 1. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
  - 2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
  - 3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

**A.30 E-VERIFY**

Prior to the employment of any person under this contract, the Successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a Proposal in response to this RFQ, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

**A.31 LICENSES AND PERMITS**

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

**A.32 MINIMUM WAGE REQUIREMENTS**

The successful Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to the Agreement.

**A.33 PROTEST**

Any actual bidder, Proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Purchasing Official.

Protest must be in writing and delivered via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, 7th Floor, Suite 705, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Purchasing Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

**A.34 BINDING OFFER**

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation

**A.35 ACCESSIBILITY**

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by phone at 941-748-4501, X3014.**

Successful Proposer shall ensure all its electronic information, documents, applications, reports, and deliverables required in the proposal are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

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

**A.36 PROMPT PAYMENT**

County shall pay in accordance with the requirements of Florida Statutes § 218.73, Prompt Payment Act.

**A.37 RECORD RETENTION**

Successful Proposer shall retain all records and supporting documents related any Agreement resulting from this RFQ in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to said Agreement, except duplicate copies or drafts, for at least five (5) years from final payment.

**A.38 RESTRICTIONS AND PROHIBITIONS**

Neither the County nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the County or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. The County shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

**A.39 SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. Refer to the County’s website ([www.mymanatee.org](http://www.mymanatee.org) > *Business > Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

| <b>Scheduled Item</b>  | <b>Scheduled Date</b>        |
|--|------------------------------|
| Non-Mandatory Solicitation Information Conference at Manatee County Admn. Building, 7th Floor, Suite 705, 1112 Manatee Ave West, Bradenton, FL 34205 | April 30, 2025 at 9:30 AM ET |
| Question and Clarification Deadline  | May 14, 2025                 |
| Proposal due Date and Time   | June 13, 2025, by 2:00 PM ET |
| Technical Evaluation Meeting   | July 10, 2025 @ 9:00 AM ET   |
| Interviews/Presentations/Demonstrations (if conducted)   | July 22, 2025 @ 9:30 AM ET   |
| Final Evaluation Meeting (if required)   | July 25, 2025 @ 9:00 AM ET   |
| Projected Award  | October 2025                 |

**END SECTION A**

## SECTION B, EVALUATION OF RESPONSES

### B.01 EVALUATION

A due diligence review will be conducted to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation and to determine if the Proposer is a responsible Proposer.

A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. A responsible Proposer is a Proposer which the County affirmatively determines has the ability, capability and skill to perform under the terms of the agreement; can provide the materials and/or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meets the minimum qualification requirements in this RFQ.

Evaluation of Proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate and score the Proposals for each of the evaluation criteria. The committee will consider all information submitted by each responsible and responsive Proposer; clarification information provided by Proposer; information obtained during the interviews, presentations, or demonstrations; feedback received from Proposer's references; and any other relevant information received during any investigation of Proposer to ascertain the ability of the Proposer to perform the Scope of Services as stated in this RFQ.

### B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFQ.

| <u>Evaluation Criteria</u>            | <u>Maximum Points</u> |
|---------------------------------------|-----------------------|
| Proposer & Team's Experience          | 25                    |
| Approach to Engineering Design        | 30                    |
| Organizational Structure and Capacity | 25                    |
| Similar Completed Projects            | 20                    |

### B.03 CLARIFICATIONS, INTERVIEWS, PRESENTATIONS, DEMONSTRATIONS

As part of the evaluation process, the evaluation committee will determine a list of those responsive and responsible Proposals that are deemed by the committee as having a reasonable probability of being selected for award (Short List). At a minimum, the evaluation committee shall conduct discussions with the Short List Proposers and may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the Proposal submitted. Additional information and clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the Short List Proposers will be invited to meet with the committee. The information gained from these interviews, presentations, or demonstrations will be part of the committee's consideration in making a recommendation for award. Therefore, Proposers should make arrangements to attend, if invited.

The interviews, presentations and demonstrations are closed to the public to the extent permitted by law.

In the final evaluations, each evaluator will consider the information obtained from the proposals as well as the discussions and clarifications presented during the presentations. As part of the final evaluations, the initial technical evaluation scores for each short-listed firm, in each of the evaluation criterion, will be discussed by the evaluation committee and are subject to change.

#### **B.04 RECOMMENDATION FOR NEGOTIATION**

The evaluation committee will determine from the responses to this RFQ and subsequent investigations, the Proposer(s) who best meets the County's requirements. Upon completion of the technical evaluations, the evaluation committee will make a recommendation as to the Proposer(s) which the County should enter into negotiations, if any. The County will notice the Intent to Negotiate, in the same manner the original Request for Qualifications document was noticed prior to commencing negotiations.

Upon approval to commence negotiations, the recommended Proposer(s) shall submit one original hard copy and one electronic copy on a CD or USB flash drive of its pricing proposal. The pricing information should show a categorical breakout of the pricing, with any alternates or options clearly identified. The pricing information shall be clear and unambiguous to facilitate evaluation of the prices submitted.

The County will conduct negotiations with the highest scoring Proposer. If the County and the highest-scored Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at its sole discretion, begin negotiations with the next highest-scored Proposer(s). This process may continue until a contract acceptable to the County has been negotiated or all Proposals are rejected.

#### **B.05 RECOMMENDATION FOR AWARD**

Upon successful completion of negotiations, a recommendation for award to the successful Proposer(s) will be presented for approval per County ordinances, policies and procedures.

### **END SECTION B**

## **SECTION C, AWARD OF THE AGREEMENT**

### **C.01 GENERAL**

By submitting a Proposal, Proposer understands and agrees:

- a. The Proposal and all subsequent information requested by the County during the procurement process will serve as a basis for the Agreement.
- b. All products and papers produced during the Agreement period become the property of Manatee County upon termination or completion of the engagement.

### **C.02 AGREEMENT**

The successful Proposer(s) will be required to execute the Agreement in a form and with provisions acceptable to the County (See Section F, Sample Agreement). The County (as Owner) will execute this Agreement with the successful Proposer (as Consultant).

The negotiated Agreement may or may not include all elements of this RFQ or the Proposal submitted by the successful Proposer(s) where alternatives provide best value, are desirable to the County, and the parties agree to such terms. Negotiations of the terms of the Agreement, may include specifications, scope of project, price, the Agreement period, renewal, or any other relevant provisions.

### **C.03 AWARD**

County does not make award to a Proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Proposer's statement is discovered to be false, Proposer will be subject to suspension and debarment and County may terminate any contract it has with Proposer.

Award of the Agreement is subject to approval as provided for in the Manatee County Procurement Code.

**END SECTION C**

**SECTION D, FORMS**

**FORM 1 - ACKNOWLEDGMENT OF ADDENDA  
RFQ NO. 25-TA005878SAM**

The undersigned acknowledges receipt of the following addenda:

|                    |                |
|--------------------|----------------|
| Addendum No. _____ | Date Received: |

Print or type Proposer's information below:

|   |   |
|---|---|
| _____<br>Name of Proposer                         | _____<br>Telephone Number                         |
| _____<br>Street Address                           | _____<br>City/State/Zip                           |
| _____<br>Email Address                            | _____<br>Website Address                          |
| _____<br>Print Name & Title of Authorized Officer | _____<br>Signature of Authorized Official<br>Date |

**Return this fully executed form with your Proposal.**

**FORM 2 - PROPOSAL SIGNATURE FORM  
RFQ NO. 25-TA005878SAM**

The undersigned represents that by signing this Proposal Signature Form that:

- (1) He/she has the authority and approval of the legal entity purporting to submit the Proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable; and
- (2) All facts and responses set forth in the Proposal are true and correct; and
- (3) If the Proposer is selected by County to negotiate an agreement, that Proposer’s negotiators will negotiate in good faith to establish an agreement to provide the services described in this RFQ; and
- (4) By submitting a Proposal and signing below, the Proposer agrees to the terms and conditions in this RFQ, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Agreement, of which a sample is incorporated into this RFQ as Section F. The Proposer understands that if it submits exceptions to the Sample Agreement in its Proposal, the Proposer may be determined non-responsive.

Print or type Proposer’s information below:

|  |   |
|--|---|
| _____                                    | _____                                     |
| Name of Proposer                         | Telephone Number                          |
| _____                                    | _____                                     |
| Street Address                           | City/State/Zip                            |
| _____                                    | _____                                     |
| Email Address                            | Web Address                               |
| _____                                    | _____                                     |
| Print Name & Title of Authorized Officer | Signature of Authorized Officer      Date |
| _____                                    | _____                                     |

**Return this fully executed form with your Proposal.**

**FORM 3 - PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES  
CERTIFICATION  
RFQ NO. 25-TA005878SAM**

SWORN STATEMENT PURSUANT TO MANATEE COUNTY PROCUREMENT CODE  
SECTION 2-26 ARTICLE V,

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Manatee County by

\_\_\_\_\_

[print individual's name and title]

for \_\_\_\_\_

[name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

\_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement:

I, the undersigned, understand that no person or entity shall be awarded or receive a  
County contract for public improvements, procurement of goods or services (including  
professional services) or a county lease, franchise, concession or management agreement,  
or shall receive a grant of County monies unless such person or entity has submitted a  
written certification to County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of  
Manatee County, the State of Florida, or any other public entity, including, but not  
limited to the Government of the United States, any state, or any local government  
authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among Proposers or prospective  
Proposers in restraint of freedom of competition, by agreement to bid a fixed price, or  
otherwise; or

(3) been convicted of a violation of an environmental law that, as determined by the  
County, reflects negatively upon the ability of the person or entity to conduct business in  
a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above,  
which is a matter of record, but has not been prosecuted for such conduct, or has made an  
admission of guilt of such conduct, which is a matter of record, pursuant to formal

prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of, or has admitted guilt to, any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he/she is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common board of directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

**I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

\_\_\_\_\_  
Signature of Contractor Representative

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ .  Personally known OR  Produced the  
following identification

\_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature

My commission expires \_\_\_\_\_

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

**Return this fully executed form with your Proposal.**





**FORM 4A - CONFLICT OF INTEREST DISCLOSURE FORM  
RFQ NO. 25-TA005878SAM**

The award of an agreement resulting from this RFQ is subject to the provisions of Manatee County Code of Laws. Proposer must disclose within its Proposal: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, Proposer must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches, divisions, or affiliates.

No member, officer or employee of the Recipient or of the locality during his tenure or for two (2) years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

By signing below, Proposer confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of my knowledge, the undersigned firm has no potential conflict of interest for this RFQ.

\_\_\_\_\_ The undersigned firm, by execution of this form, submits information which may be a potential conflict of interest for this RFQ.

Acknowledged and attested to by:

\_\_\_\_\_

Firm Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Name and Title (Print or Type)

\_\_\_\_\_

Date

**Return this fully executed form with your Proposal.**

**FORM 5 - NON-COLLUSION AFFIDAVIT  
RFQ NO. 25-TA005878SAM**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted a Proposal to perform work for the following:  
RFQ No.: \_\_\_\_\_ Title: \_\_\_\_\_
- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.  
Such Proposal is genuine and is not a collusive or sham Proposal.
- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices to be submitted shall be fair and proper and shall not be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, who is personally known to me OR has produced \_\_\_\_\_ as identification.

Notary Signature \_\_\_\_\_

Notary Name: \_\_\_\_\_

Notary Public (State): \_\_\_\_\_

My Commission No: \_\_\_\_\_

Expires on: \_\_\_\_\_ + \_\_\_\_\_

SEAL

**Return this fully executed form with your Proposal.**

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

\_\_\_\_\_  
Name of Consultant

By: \_\_\_\_\_

\_\_\_\_\_  
Date

**FORM 7 – SCRUTINIZED COMPANY CERTIFICATION  
RFQ NO. 25-TA005878SAM**

This certification is required pursuant to Florida State Statute Section 287.135 and must be executed and returned with Proposer’s Proposal.

As of July 1, 2011, a company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company: \_\_\_\_\_

FEIN: \_\_\_\_\_

Address. \_\_\_\_\_

City/State/Zip. \_\_\_\_\_

I, \_\_\_\_\_, as a representative of \_\_\_\_\_  
\_\_\_\_\_ certify and affirm that this entity is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Return this fully executed form with your Proposal.**

**FORM 8, INSURANCE REQUIREMENTS  
RFQ NO. 25-TA005878SAM**

The Successful Proposer will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

**Automobile Liability Insurance Required Limits**

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

*This policy shall contain severability of interests' provisions.*

**Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$        Project Specific Aggregate (Required on projects valued at over \$10,000,000)

*This policy shall contain severability of interests' provisions.*

**Employer's Liability Insurance**

Coverage limits of not less than:

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

- Worker's Compensation Insurance
- US Longshoremen & Harbor Workers Act**
- Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

**Aircraft Liability Insurance Required Limits**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

**Un-Manned Aircraft Liability Insurance (Drone)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

**Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

**Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

**Builder's Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

**Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

**Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government. All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Pollution Liability**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

***Asbestos Liability (If handling within scope of Contract)***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

***Disposal***

When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

**Hazardous Waste Transportation Insurance**

Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

**Liquor Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

**Garage Keeper’s Liability Insurance**

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

**Bailee’s Customer Liability Insurance**

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer’s care, custody and control.

**Hull and Watercraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

**Other [Specify]**

**BOND REQUIREMENTS**

**Bid Bond**

A Bid Bond in the amount of 5% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of 5% of the total offer. in the form of a money order, a certified check, a cashier’s check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

**Payment and Performance Bond**

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

## INSURANCE REQUIREMENTS

### I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

#### **Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.  
In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- b. The Successful Proposer's insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the Successful Proposer for the COUNTY.

### II. General Insurance Provisions Applicable to All Policies

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, Successful Proposer will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

3. The project's solicitation number and title shall be listed on each certificate.
4. Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The Successful Proposer waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
10. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.
11. Successful Proposer understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
12. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

**BONDING REQUIREMENTS**

**Bid Bond/Certified Check.** By submitting a proposal, the Successful Proposer agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The Successful Proposer further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The Successful Proposer further agrees that in case the Successful Proposer fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a Successful Proposer, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

**Payment and Performance Bonds.** Prior to commencing work, the Successful Proposer shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05, covering the faithful performance by the Successful Proposer of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Successful Proposer to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in Successful Proposer being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, prior to commencing work, the Successful Proposer shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the Successful Proposer until the Successful Proposer has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the Successful Proposer. Failure of the Successful

Proposer to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible Successful Proposer or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the Successful Proposer of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

**FORM 8, INSURANCE STATEMENT  
RFQ NO. 25-TA005878SAM**

**THE UNDERSIGNED** has read and understands the insurance requirements applicable to any Agreement resulting from this solicitation and shall provide the insurances required in this RFQ within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature  
(Authorized  
Official): \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

**Return this fully executed form with your Proposal.**

**FORM 9, INDEMNITY AND HOLD HARMLESS  
RFQ NO. 25-TA005878SAM**

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

To the extent provided by law, Successful Proposer shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of , relating to, or resulting from negligent or wrongful act(s) of Successful Proposer, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Successful Proposer.

The foregoing indemnification shall not constitute a waiver of the Department's or the County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Successful Proposer to indemnify the County for the negligent acts or omissions of the Successful Proposer, its officers, agents, or employees, or their parties. Nor shall the same be construed to constitute agreement by the Successful Proposer to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or their parties. This indemnification shall survive the termination of this Agreement.

Signature of Authorized Official of Proposer: \_\_\_\_\_

Title: Date: \_\_\_\_\_

Project Number and /or Name: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_

Acknowledgement:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ [FULL LEGAL NAME], who is

Personally known to me

OR

has produced \_\_\_\_\_ as identification.

Notary Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Seal

**Return this fully executed form with your Proposal.**

**FORM 10, ANTI-HUMAN TRAFFICKING AFFIDAVIT  
RFQ NO. 25-TA005878SAM**

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared \_\_\_\_\_,  
who was sworn and says that the following information is true and correct:

1. My name is \_\_\_\_\_ of \_\_\_\_\_. I have been authorized by the Company to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Company is a nongovernmental entity and I hereby attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

\_\_\_\_\_  
Signature

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of

- physical presence or  
 online notarization

this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, who

- is personally known to me or  
 has produced \_\_\_\_\_ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF  
SECTION 117.05, FLORIDA STATUTES]

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**FORM 11 CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33  
PROCUREMENT  
01/24

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 of Lobbying Activities", 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. Code. 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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**FORM 12**

Is this form applicable to your firm?

YES  NO

If *no*, then please complete section 4 below for "Prime"

|   |   |  |
|---|---|--|
| <p><b>1. Type of Federal Action:</b><br/> a. contract<br/> b. grant<br/> c. cooperative agreement<br/> d. loan<br/> e. loan guarantee<br/> f. loan insurance</p>  | <p><b>2. Status of Federal Action:</b><br/> a. bid/offer/application<br/> b. initial award<br/> c. post-award</p>   | <p><b>3. Report Type:</b><br/> a. initial filing<br/> b. material change<br/> <b>For Material Change Only:</b><br/> Year: _____ Quarter: _____<br/> Date of last report: _____<br/> (mm/dd/yyyy)</p> |
| <p><b>4. Name and Address of Reporting Entity:</b><br/> <input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee<br/> Tier _____, <i>if known:</i><br/> _____<br/> _____<br/> _____<br/> Congressional District, <i>if known:</i> 4c _____</p>   | <p><b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____<br/> _____<br/> _____<br/> Congressional District, <i>if known:</i> _____</p> |  |
| <p><b>6. Federal Department/Agency:</b><br/> _____<br/> _____</p>   | <p><b>7. Federal Program Name/Description:</b><br/> _____<br/> _____<br/> Assistance Listing Number (ALN), <i>if applicable:</i> _____</p>                                      |  |
| <p><b>8. Federal Action Number, if known:</b><br/> _____</p>  | <p><b>9. Award Amount, if known:</b><br/> \$ _____</p>  |  |
| <p><b>10. a. Name and Address of Lobbying Registrant</b><br/> <i>(if individual, last name, first name, MI):</i><br/> _____<br/> _____<br/> _____</p>   | <p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br/> <i>(last name, first name, MI):</i><br/> _____<br/> _____<br/> _____</p> |  |
| <p><b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | <p>Signature: _____<br/> Print Name: _____<br/> Title: _____<br/> Telephone No.: _____ Date (mm/dd/yyyy): _____</p>   |  |
| <p><b>Federal Use Only:</b></p>   |   | <p>Authorized for Local Reproduction<br/> Standard Form LLL (Rev. 7-97)</p>  |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS  
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**FORM 14, SPECIAL PROVISIONS –FEDERAL GRANTS  
RFQ 25-TA005878SAM**

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER  
FEDERAL AWARDS**

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

**A. Equal Opportunity Employment**

In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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 national origin. Such action shall include, but not be limited to the following:

- i. 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.
- ii. 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. 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.

- iv. The contractor will send to each labor union or representative of workers with which he 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.
- v. 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.
- vi. 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 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.
- vii. 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.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 a 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.

**B. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)**

Where applicable, Contractors for Federal grant funded contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The Contractor must compute the wages of every mechanic and laborer based on 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 workweek. 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 underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: 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.

**C. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Contractor shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**D. Suspension and Debarment (Executive Orders 12549 and 12689)**

Any Contractor listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

**E. Byrd Anti-Lobbying Amendment (31U.S.C. 1352)**

Contractors for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See § 200.322 Procurement of recovered materials.

**FORM 1, CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS**

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Contractor shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Acknowledged by:

---

Firm Name (print)

---

Signature

---

Printed Name and Title

**FORM 2, DEBARMENT AND SUSPENSION**

By signing below, Contractor confirms that it **is not** listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

---

Firm Name (print)

---

Signature

---

Printed Name and Title

**FORM 3, BYRD ANTI-LOBBYING AMENDMENT**

By signing below, Contractor confirms that it 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

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Firm Name (print)

---

Signature

---

Printed Name and Title

**FORM 4, MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS’  
PARTICIPATION**

Pursuant to C.F.R. 200.321 Contractor, agrees to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use 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.

---

Firm Name (print)

---

Address

---

City/State/Zip

---

Signature

---

Printed Name and Title

**Return this fully executed form with your Proposal.**

**SECTION E, EXHIBITS**

- Exhibit 1            Scope of Services
- Exhibit 2            Proposal Response
- Exhibit 3            FDOT LAP Terms and Conditions (Form 375-040-84)
- Exhibit 4            DBE Bid Package Information (Form 275-030-11)
- Exhibit 5            FDOT Funds Approval / LAP Agreement
- Exhibit 6            FY 2023 Community Project Funding Grant Agreement B-23-CP-FL-0368

**EXHIBIT 1, SCOPE OF SERVICES**  
**RFQ No. 25-TA005878SAM**

**A. BACKGROUND INFORMATION**

Manatee County, a political subdivision of the State of Florida (hereinafter in this Scope referred to as County), is seeking proposals from qualified firms to provide Professional Engineering Services and other professional services for “15th St E. /301 Blvd from 63rd Ave to 51st Ave. that include a Roundabout at 57th Ave E , Bradenton, Florida (CIP #: 6117860) (hereinafter in this Scope referred to as Project). This project shall be designed to FDOT standards in preparation to construct the project with a LAP agreement.

**B. PROJECT DESCRIPTION**

Design, permit and construct a widened roadway that fits with in the existing right of way minimizing land acquisition with bike lanes, 8-to-10-foot sidewalks on either side of the roadway and a roundabout at the intersection of 15th Street East and 57th Avenue East including pedestrian access, curb, medians, signage and striping, street lighting, utility relocations, and drainage.

Proposer shall carefully review and understand the LAP's main focus of services for the 15th St. E. / 301 Blvd. E. from S. of 63rd Ave. S. to S. of 51st. Ave. Dr. E. portion as described in Local Area Program Agreement, Exhibit A, *Project Description and Responsibilities* (pages 96 through 109 of this RFQ).

**C. SCOPE**

The Successful Proposer (hereinafter in this Scope referred to as Consultant) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Professional Engineering Services and other professional services for the Project that will meet the requirements of the Agreement to include, but not be limited to, the following disciplines and sub-disciplines:

1. Transportation Engineering (Including Drainage)
2. Traffic Engineering
3. Intelligent Transportation Systems ITS
4. Lighting Design and Engineering
5. Structures
6. Stormwater Management and Floodplain Engineering
7. Utilities Coordination & Engineering
8. Geotechnical Engineering and Materials Testing
9. Land Surveying, Mapping and Subsurface Utility Engineering (SUE)
10. Environmental and Ecological Services
11. Land Acquisition Services
12. Signing and Pavement Marking Design and Engineering

It is assumed that this roundabout may be constructed separately than the rest of the project.

#### **D. SERVICE REQUIREMENTS**

The Consultant's services shall include, but not be limited to, the following:

1. Roadway Design and Special Provisions (Includes Drainage Design)
2. Traffic Engineering Design and Street Lighting Design
3. Stormwater Management
4. Floodplain & Mitigation Plan
5. Utilities Design and Specification
6. Permitting (Meetings, Applications and Certifications)
7. Utility Coordination & Design
8. Perform Field Reviews
9. Attend Project Meetings, Prepare Meeting Agendas and Meeting Minutes
10. Attend Design Review Meetings
11. Project Scheduling
12. Bidding Services
13. Limited Construction Phase Services
14. Maintenance of Traffic Requirements
15. Engineering Contract Administration and Management
16. Contract File (Setup and Maintenance)
17. Prepare Construction and Right-of-Way Cost Estimates
18. Topographic Survey
19. Boundary Survey
20. Subsurface Utility Engineering (SUE) Locates
21. Right-of-Way Surveying and Mapping
22. Legal Sketch and Descriptions
23. Land Acquisition Services
24. Geotechnical Soil Exploration, Reports and Materials Testing Services
25. Bidding and Construction Phase Services
26. Prepare Record Drawings
27. Public Involvement
28. All Other Services Necessary for Project Completion

#### **E. DELIVERABLES**

The Consultant shall provide the following deliverables to the County:

1. Project Management, Coordination, Field Review, Data Collection
  - a. Project Schedule
  - b. Survey CAD file in "DWG" format
  - c. Right-of-Way Needs Map
  - d. Final CAD base files in "DWG" format.
  - e. Records of correspondence with permitting agencies and utilities
  - f. Provide monthly progress reports for the duration of the project.
  - g. Attend project meetings and provide meeting minutes to the County.
  - h. Perform survey, and SUE as necessary of the project site within the project limits.

- i. Conduct a field review of the project to take photos, note field conditions, and verify survey information within the project limits.
- j. Obtain any existing site surveys, existing geotechnical reports, and any existing as-builts from the County to incorporate County and franchise utilities info and update the project documents.

2. Design and Permitting

a. Preliminary Design (30%)

- i. Kickoff Meeting to discuss scope.
- ii. One (1) electronic copy of the 24"x36" plan set in "pdf" format.
- iii. One (1) electronic copy of the 30% opinion of probable construction cost with bid quantities in "pdf" format.
- iv. One (1) electronic copy of the Geotechnical Report in "pdf" format.
- v. Quality assurance / quality control.
- vi. All electronic copies of the items listed above are to be submitted via the Design Review (DESR) process in e-Builder.

b. Intermediate Design (60%)

- i. One (1) electronic copy of the 24"x36" plan set in "pdf" format
- ii. One (1) electronic set of technical specifications in "pdf" format.
- iii. One (1) electronic set of the Special Provisions in "pdf" format.
- iv. One (1) electronic copy of the updated opinion of probable construction cost with bid quantities in "pdf" format.
- v. One (1) electronic copy of a Right-of-Way map.
- vi. Quality assurance / quality control.
- vii. All electronic copies of the items listed above are to be submitted via the Design Review (DESR) process in e-Builder

c. Intermediate Design (90%)

- i. One (1) electronic copy of the 24"x36" plan set in "pdf" format
- ii. One (1) electronic set of technical specifications in "pdf" format.
- iii. One (1) electronic set of the Special Provisions in "pdf" format.
- iv. One (1) electronic copy of the updated opinion of probable construction cost with bid quantities in "pdf" format.
- v. Quality assurance / quality control.
- vi. All electronic copies of the items listed above are to be submitted via the Design Review (DESR) process in e-Builder.

d. Final Design (100%)

- i. One (1) electronic set of digitally signed and sealed plans, Technical Specifications and Special Provisions in "pdf" format.
- ii. One (1) copy of all base files in AutoCAD "dwg" format and text fonts used.
- iii. One (1) final opinion of probable construction cost with bid quantities in "pdf" format.
- iv. One (1) copy of all permits in "pdf" format.
- v. One (1) electronic copy of the final Geotechnical Report in "pdf" format.
- vi. Quality assurance / quality control.

- vii. All electronic copies of the items listed above are to be submitted via the Design Review (DESR) process in e-Builder.
    - e. Permitting: submit permit applications for the construction of the project to the authority having jurisdiction.
      - i. All electronic copies of the items listed above are to be submitted via the Permit Tracking (PT) process in e-Builder.
3. Bid and Construction Phase Services
- a. Bid Phase
    - i. Prepare electronic bid package consisting of plans, necessary permits, Geotechnical Report, Bid Form, Technical Specifications to include measurement and payment sections and Special Provisions.
    - ii. Participate in one (1) pre-bid conference as the County's engineering representative.
    - iii. Review and provide responses to RFIs and provide amendments to the plans and specifications as necessary during the bidding process.
  - b. Construction Phase
    - i. Attend one (1) pre-construction meeting, prepare and provide agenda and minutes of the meeting.
    - ii. Attend monthly progress meetings during the construction phase.
    - iii. Notify permitting agencies of the start of construction, as necessary and in accordance with permit conditions.
    - iv. Review monthly pay applications submitted by the Contractor for completeness and make recommendations for payments.
    - v. Review and provide responses/approvals for submittals, RFIs, and shop drawings.
    - vi. Provide recommendations of changes, as necessary, which may be required within the scope of the project during construction.
    - vii. Conduct a limited number of site visits during construction to observe general construction activities and prepare a one-page narrative on the progress of the work.
    - viii. Prepare the punch list items to be corrected or completed at the substantial and final completion stages of the work.
    - ix. Prepare Updated Right-of-Way maps of the constructed project limits.
    - x. Review contractor's as-built documents and submit to permitting agency for final permit clearance.

## **F. GENERAL DUTIES OF THE CONSULTANT**

The relationship of the Consultant to the County will be that of a professional consultant, and the Consultant will provide the professional and technical services required under the resulting Agreement in accordance with professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the Consultant, its

agents, subcontractors, and employees shall be independent contractors at all times.

It shall be the responsibility of the Consultant to work with the County and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the County objectives as set forth in the RFQ, which will be made a part of the Agreement upon execution by both parties.

The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, compliance with laws, regulations and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports, and other Professional Services provided by the Consultant. If the County, in its sole discretion, determines there are errors, omissions or other deficiencies in the Consultant's designs, drawings, specifications, reports and other services, the Consultant shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the County.

The Consultant shall be familiar with Manatee County Standards, templates, and processes.

The Consultant shall be required to use the Internet web-based project management tool, e-Builder Enterprise™ (e-Builder), and protocols included in that software during this project; and shall take any training courses required by the Owner, at no additional cost to the Owner. The use of this project management system does not replace or change any contractual responsibilities of the participants.

User registration, electronic and computer equipment, and Internet connections required for e-Builder are the responsibility of the Consultant. The sharing of user accounts is prohibited. Individuals who are granted log-in access to the County e-Builder platform shall be responsible for the proper use of their passwords and access to data as agents of the Consultant. For documents requiring original signature such as Contracts, Change Orders, Application and Certification for Payment, and Field Directives, paper documents may be required in addition to submittal via e-Builder.

User licenses for e-Builder Enterprise™ will be provided and paid for by the Owner based on assigned roles for the project including Project Manager, Project Fiscal, Project Superintendent, and others as may be required.

#### **G. ESTIMATED PROJECT COMPLETION DATE**

Time is of the essence on this project. The proposer shall submit a detailed schedule along with a narrative describing key aspects, critical issues and schedule milestones. The proposer shall include initiatives to be taken to streamline the project delivery towards the development and completion of a complete set of plans, specifications and supporting documents necessary for a complete and biddable project.

#### **H. ACCESSIBILITY**

The Consultant shall ensure all of 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).

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

**I. Performance Evaluation**

Per 23 CFR 172.9(d)(2): The contracting agency shall prepare an evaluation summarizing the consultant's performance on a contract.

Consultants' performance should be evaluated at least once every 12 months.

**END OF EXHIBIT 1**

**EXHIBIT 2, PROPOSAL RESPONSE**  
**RFQ No. 25-TA005878SAM**

This section identifies specific information which must be contained within the Proposal response and the order in which such information should be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience, and capacity to perform the scope of services as stated in this RFQ and which Proposer(s) best meets the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Responses.

**2.01 INFORMATION TO BE SUBMITTED**

The contents of each Response will be organized and arranged with tabs in the same order as listed below and with the same TAB name & numbers. The Response should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired. NOTE: TABS 6, 7, 8 & 9 ARE LIMITED TO A TOTAL OF 30 SINGLE-SIDED PAGES.

**2.02 RESPONSE FORMAT**

**TAB 1 - INTRODUCTION**

In Tab 1, include the following in the Response.

1. A cover page that identifies Proposer, the RFQ by title and the RFQ number.
2. An introductory letter/statement that describe your Response in summary form (limit 2 pages).
3. A table of contents.

**TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS**

In Tab 2, submit the information and documentation requested that confirms Proposers meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

**No documentation is required. The County will verify registration.**

2. Proposer must possess current, valid licenses and certifications required under Florida Statute to perform professional engineering design services and must be prequalified by the Florida Department of Transportation (FDOT) in Major Work Types: 3, 7, 8, 9, 11 and 21 as is applicable for the Professional Engineering Design Services for 15<sup>th</sup> ST E / 301 Blvd. E from S of 63<sup>rd</sup> Ave. S to S of 51<sup>st</sup> Ave. Dr. E project.

**Submit information and documentation from the issuing agency that confirms Proposer and/or its subcontractor(s) meet the following:**

- a. **Certified under Section 471.023, Florida Statutes, to practice or to offer to**

**practice engineering; AND**

- b. Prequalified with FDOT, unlimited prequalification level, for Work Type 3 “Highway Design - Roadway”; AND**
  - c. Prequalified with FDOT, unlimited prequalification level, for Work Type 7 “Traffic Operations Design”; AND**
  - d. Prequalified with FDOT, unlimited prequalification level, for Work Type 8 “Survey and Mapping”; AND**
  - e. Prequalified with FDOT, unlimited prequalification level, for Work Type 9 “Soil Exploration, Material Testing and Foundations”; AND**
  - f. Prequalified with FDOT, unlimited prequalification level, for Work Type 11 “Engineering Contract Administration and Management”; AND**
  - g. Prequalified with FDOT, unlimited prequalification level, for Work Type 21 “Acquisition, Negotiation, Closing, and Order of Taking”.**
3. Proposer must have been in business providing engineering services in transportation engineering for a minimum of five (5) years since April 1, 2020.

**Provide a copy of Proposer’s, or the managing partner’s, business license issued by the state, county, or local government indicating it has been in business in transportation engineering services since April 1, 2020.**

4. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at:  
<http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

**No documentation is required. The County will verify.**

5. If Proposer is submitting as a joint venture, it must have file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**If Proposer is a joint venture, provide a copy of Proposer’s approved filing with the Florida Department of Business and Professional Regulation.**

6. Proposer has no reported conflict of interests in relation to this RFQ.

**If no conflicts of interests are present, Proposer must submit a fully completed copy of Form 4.**

**If there is a potential conflict of interest, on a separate page submit a statement to that affect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Proposer's firm or any of its branches.**

**TAB 3 – FORMS**

In Tab 3, provide the completed and executed Forms listed below.

- Form 1, Acknowledgement of Addenda
- Form 2, Response Signature Form
- Form 3, Public Contracting and Environmental Crimes Certification
- Form 4, Conflict of Interest Disclosure (Form 375-030-50)
- Form 4A, Conflict of Interest Disclosure Form
- Form 5, Non-Collusion Affidavit
- Form 6, Truth in Negotiation Certification (Form 375-030-30)
- Form 7, Scrutinized Company Certification
- Form 8, Insurance Statement
- Form 9, Indemnity and Hold Harmless
- Form 10, Anti-Human Trafficking Affidavit
- Form 11, Disclosure of Lobbying Activities (Form 375-030-33)
- Form 12, Certification for Disclosure of Lobbying Activities (Form 375-030-34)
- Form 13, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Form 375-030-32)
- Form 14, Special Provisions – Federal Grants

**TAB 4 - TRADE SECRETS**

In Tab 4, Pursuant to Section A.28, Trade Secrets, identify any trade secret being claimed. Proposer must submit purported trade secret as follows:

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Response that are not being declared as trade secret. NOTE: Responses cannot be designated as 'Proprietary' or 'Confidential' in their entirety.
2. Proposer shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Proposer shall offer a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Proposer shall provide an additional electronic copy of its Response that redacts all designated trade secrets.

(Remainder of this page intentionally left blank)

**TAB 5 - PROPOSER STATEMENT OF ORGANIZATION**

In Tab 5, provide information and documentation on Proposer as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer's company.  
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer's W-9.
6. Contact information for Proposer's corporate headquarters.
  - a. Address
  - b. County, State, Zip
  - c. Phone
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Proposer's primary and secondary representatives during this RFQ process to include the following information:
  - a. Name
  - b. Phone
  - c. E-mail
  - d. Mailing Address
  - e. County, State, Zip
9. Provide a brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.
10. Provide details of any ownership changes to Proposer's organization in the past three (3) years or changes anticipated within six (6) months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

(Remainder of this page intentionally left blank)

**TAB 6 – PROPOSER AND TEAM’S EXPERIENCE (MAXIMUM POINTS 25)**

In Tab 6, provide details of Proposer and its team’s experience to include the following:

1. Provide a summary of Proposer’s background, size and years in business.
2. Describe Proposer’s experience in professional engineering design services for other government agencies, particularly those within Florida.
3. Provide Proposer’s years of experience in professional engineering design services.
4. Identify and include information regarding experience and qualifications of Proposer’s key staff to be assigned to the services. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County, only relevant to the project. Include the address of their current primary office location, email address and phone number.
5. Identify any proposed sub-consultants to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications applicable to their role in the provision of professional engineering design services for the County.
6. Describe any significant or unique accomplishments, recognition, or awards received by Proposer, its key personnel, or its subcontractors for previous similar services.
7. Provide a minimum of three (3) client references for professional engineering design services for intersection improvements performed by Proposer that have been completed (which means that final payment has been issued), who are agreeable to responding to SurveyMonkey® inquiry by the County. References should include the following information:
  - a. Client / Organization name
  - b. Client address
  - c. Client contact name
  - d. Client contact phone number
  - e. Client contact email address
  - f. Brief description of work (1-2 sentences)
  - g. Performance period (start/end dates)
  - h. Total dollar value of contract

(Remainder of this page intentionally left blank)

**TAB 7 – APPROACH (MAXIMUM POINTS 30)**

In Tab 7, provide Proposer’s project approach to include the following:

1. A narrative of the project approach and an explanation of how this approach meets County objectives and requirements as specified in this RFQ.
2. An explanation of Proposer’s technical ability to perform all facets of the scope of services defined in Exhibit 1. If more than one Proposer is jointly filing a Response, details must be provided to clearly demonstrate individual roles and responsibility for all components of the project.
3. Details of implementation plan and schedule to meet the County’s 12-month design schedule. Provide an implementation schedule for key milestones and each component of services.
4. Provide a narrative of the methodology for engaging with County representatives in-the-course of performing the duties.
5. Proposer shall thoroughly explain:
  - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
  - b. How Proposer physically plans on attending pre-scheduled meetings
  - c. How Proposer plans on ensuring accessibility and availability during the term of the Agreement
6. Provide a statement on company letterhead and signed by an authorized official of Proposer attesting to its commitment to meet the County’s project and budget requirements for all assigned work.
7. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer’s approach to provide the required services.

(Remainder of this page intentionally left blank)

**TAB 8 - ORGANIZATIONAL STRUCTURE AND CAPACITY (MAXIMUM POINTS 25 )**

In Tab 8, provide Proposer's organizational structure and capacity to include the following:

1. Submit details of Proposer's staffing resources, as well as corporately; by discipline and the number of personnel within each discipline.
2. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
3. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County. For each individual in the organization diagram, include each individual's name, title, firm and indicate their functional relationship to each other.
4. If Proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
5. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
6. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If Proposer is jointly filing a Response with other entities, details must be provided to demonstrate financial capacity of each entity.
7. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Purchasing Official, which will be placed in the Response files for subsequent use, review, and discussions during evaluations.
8. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
9. Detail Proposer and any subcontractor's current workloads and any projected changes to the workload within the next six months.
10. Provide a list of professional engineering design projects that have been awarded to the Proposer by Manatee County in the past two (2) years since April 1, 2023. Include the following information for each:
  - a. Name of the project.
  - b. Date of award.

- c. Dollar value of the design work.
11. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's capacity to provide the required services.

(Remainder of this page intentionally left blank)

**TAB 9 - SIMILAR COMPLETED PROJECTS (MAXIMUM POINTS 20)**

In Tab 9, provide a list of up to three (3) projects, particularly those involving intersection improvements, ATMS, flexible paving, and marking / striping, which Proposer has provided engineering design services since April 1, 2020. Include the following information:

- a. Organization/Owner name
- b. Address (County/State)
- c. Project date (Start/End)
- d. Proposer's role in the project (e.g., prime/lead, sub)
- e. Scope of work (Brief description 1-2 sentences)
- f. Total project costs

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section and do not account against total page count. (limited to three (3) pages).

**END OF EXHIBIT 2**

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

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

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

- O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parties within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.
- P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

R. The Local Agency hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

T. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department 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.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

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

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

W. Byrd Anti-Lobbying: Consultants awarded a contract 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

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

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.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS:** (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, 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. (b) 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) 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 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. Code. 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. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**Statement for Loan Guarantees and Loan Insurance**

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

- X. Buy America: As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

"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.

"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.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

**DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.54% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

**DBE Reporting**

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

**Bid Opportunity List**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>.

### **DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "\_\_\_\_" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

To: Marquis.Daymon@dot.state.fl.us

**EXHIBIT 5 FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL**

**G3818**

**12/13/2024**

**CONTRACT INFORMATION**

|  |   |
|--|---|
| <b>Contract:</b>                         | G3818   |
| <b>Contract Type:</b>                    | GD - GRANT DISBURSEMENT (GRANT)   |
| <b>Method of Procurement:</b>            | G - GOVERNMENTAL AGENCY (287.057,F.S.)  |
| <b>Vendor Name:</b>                      | MANATEE COUNTY BOCC   |
| <b>Vendor ID:</b>                        | F596000727156   |
| <b>Beginning Date of This Agreement:</b> | 12/12/2024  |
| <b>Ending Date of This Agreement:</b>    | 12/31/2027  |
| <b>Contract Total/Budgetary Ceiling:</b> | ct = \$4,500,000.00   |
| <b>Description:</b>                      | Design Services for 15th ST E / 301 BLVD E FROM S OF 63rd AVE S TO S OF 51st AVE DR E |

**FUNDS APPROVAL INFORMATION**

**FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 12/13/2024**

|                         |                |
|-------------------------|----------------|
| Action:                 | Original       |
| Reviewed or Approved:   | APPROVED       |
| Organization Code:      | 55013030152    |
| Expansion Option:       | A9             |
| Object Code:            | 780000         |
| Amount:                 | \$4,500,000.00 |
| Financial Project:      | 43135073801    |
| Work Activity (FCT):    | 215            |
| CFDA:                   | 20.205         |
| Fiscal Year:            | 2025           |
| Budget Entity:          | 55100100       |
| Category/Category Year: | 088849/25      |
| Amendment ID:           | O001           |
| Sequence:               | 00             |
| User Assigned ID:       |                |
| Enc Line (6s)/Status:   | 0001/04        |

**Total Amount: \$4,500,000.00**

**RESOLUTION R-24-185**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY, FLORIDA, AUTHORIZING SIGNING OF LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR DESIGN OF ROAD, SIDEWALK, LIGHTING, TRAFFIC MAST ARMS AND UTILTIY RELOCATIONS ALONG 15th ST E. / 301 BLVD. E. FROM SOUTH of 63<sup>rd</sup> AVE. S. TO SOUTH of 51<sup>st</sup> AVE. E.  
FPN: 431350-7-38-01**

**WHEREAS**, the Florida Department of Transportation (FDOT) is authorized to undertake a project identified as FP#431350-7-38-01, within the Manatee County geographical limits; and

**WHEREAS**, pursuant to said project, the FDOT agrees to reimburse Manatee County for Design Engineering services in the amount of \$4,500,000.00. Project scope of services to include the design of widening the roadway, sidewalks, new light poles, traffic mast arms along both sides of 15<sup>th</sup> St E. /301 Blvd from 63<sup>rd</sup> Ave to 51<sup>st</sup> Ave. in Manatee County. The project also includes watermain protective split casings or water main relocations to avoid conflicts with the light poles, which will benefit Manatee County; and

**WHEREAS**, the design criteria shall meet or exceed standards set forth in the FDOT Plans Preparation Manual and applicable County manuals, guidelines, and specifications.

**WHEREAS**, Manatee County desires to have the improvements installed; and

**WHEREAS**, it is in the best interests of Manatee County to approve and authorize an agreement to establish the mutual rights and obligations of Manatee County and the FDOT with respect to engineering and inspection pursuant to this project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Manatee County, Florida, that:

1. The findings set forth in the preamble above are hereby adopted as findings of the Board and incorporated herein by reference.
2. The Board hereby approves and accepts the terms as set forth in the attached Post Project Maintenance Agreement.
3. The Board hereby approves, and the Chairperson or Vice Chairperson of the Board is hereby authorized to sign said agreement.
4. This Resolution shall be effective immediately upon adoption.

**DULY ADOPTED** with a quorum present and voting this the 22nd day of October, 2024.

Resolution R-24-185



**BOARD OF COUNTY COMMISSIONERS OF  
MANATEE COUNTY, FLORIDA**

By: \_\_\_\_\_

*[Handwritten Signature]*  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_

*[Handwritten Signature]*

Deputy Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

|                                       |                           |                           |
|---------------------------------------|---------------------------|---------------------------|
| FPN: <u>431350-7-38-01</u>            | FPN: _____                | FPN: _____                |
| Federal No (FAIN): <u>D123-067-B</u>  | Federal No (FAIN): _____  | Federal No (FAIN): _____  |
| Federal Award Date: <u>12/06/2024</u> | Federal Award Date: _____ | Federal Award Date: _____ |
| Fund: <u>SU</u>                       | Fund: _____               | Fund: _____               |
| Org Code: <u>55013030152</u>          | Org Code: _____           | Org Code: _____           |
| FLAIR Approp: _____                   | FLAIR Approp: _____       | FLAIR Approp: _____       |
| FLAIR Obj: <u>780000</u>              | FLAIR Obj: _____          | FLAIR Obj: _____          |

County No: Manatee County 16 Contract No: G3818  
 Recipient Vendor No: F596000727156 Recipient Unique Entity ID SAM No: TM1APB6J5TD6

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on 12/16/2024, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and Manatee County ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the pass-through LAP funding and financial oversight on design services of 15th St E / 301 Blvd E from S of 63RD AVE S to S of 51ST AVE E, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 4,500,000.00 (Four Million, Five Hundred-Thousand Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$4,500,000.00 (Four Million, Five Hundred-Thousand Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
  - b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
  - c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
  - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
  - e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
  - f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels,

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deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account

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of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**8. Audit Reports:**

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

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit “E” to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  5. Withhold further federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:
- Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

## 9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached Exhibit "C", Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

- shall
- shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as Exhibit "D". This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance 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).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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

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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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b.  If this Project includes Phase 58 (construction) activities, then Exhibit "G", FHWA FORM 1273, is attached and incorporated into this Agreement.
- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  State funds are used on this Project. If state funds are used on this Project, then Exhibit "I", State Funds Addendum, is attached and incorporated into this Agreement. Exhibit "J", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.

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- f.  This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i.  A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j.  The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- Exhibit C: Title VI Assurances
- Exhibit D: Recipient Resolution
- Exhibit E: Federal Financial Assistance (Single Audit Act)
- Exhibit F: Contract Payment Requirements
- \* Exhibit G: FHWA Form 1273
- \* Exhibit H: Alternative Advance Payment Financial Provisions
- \* Exhibit I: State Funds Addendum
- \* Exhibit J: State Financial Assistance (Florida Single Audit Act)
- \* Exhibit K: Advance Project Reimbursement
- \* Exhibit L: Landscape Maintenance
- \* Exhibit M: Roadway Lighting Maintenance
- \* Exhibit N: Traffic Signal Maintenance
- \* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

**\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT

By:

Name: Michael Rahn  
Title: Chairman of the Manatee County Board of County Commissioners

*10/23/2024*

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:

*Lavenia Toole*  
Name: Lavenia Toole  
Title: for the Director of Transportation Development

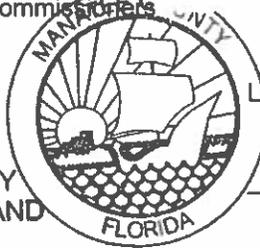
12/16/2024 | 10:06 AM

Legal Review:

DocuSigned by:

*Don Conway*

12/16/2024 | 8:57 AM EST



ATTEST: MANATEE COUNTY  
CLERK OF CIRCUIT COURT AND  
COUNTY COMPTROLLER

BY: *Adam T. [Signature]*  
DEPUTY CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT A**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 431350-7-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Manatee County (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS: 5.4**

**PROJECT DESCRIPTION:** The design services of 15th St E on 301 Blvd E from 63rd Ave S to South of 51st Ave E.

Please see attached Exhibit A - Sample #1 for more details.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- A) Design contract to be let by: 06/30/2024
- A) Design to be completed by 12/31/2027
- B) Right-of-Way requirements identified and provide to the Department by 12/31/2027

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

All work to be conducted outside of the Department Right-of-Way shall adhere to:

- 1) The current Florida Greenbook standards, as amended
- 2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:

- 1) The FDOT most current standard specification for road and bridge construction, and
- 2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:

- 1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
- 2) FDOT "Project Development and Environmental Manual"
- 3) The Local Agency Program Manual

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2024/2025 for Design services.

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

**Exhibit A – Sample #1**



**15<sup>TH</sup> STREET EAST  
SEGMENT 2  
(63<sup>RD</sup> AVE E. TO 52<sup>ND</sup> AVE EAST)**

**CONCEPTUAL LAYOUT**

**PREPARED BY:**

**MANATEE COUNTY PUBLIC WORKS  
CIP DESIGN AND REVIEW  
1022 26TH AVENUE EAST  
BRADENTON, FL 34208**

**NOVEMBER 2023**

## 15<sup>TH</sup> STEET EAST SEGMENT 2 STUDY REPORT

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# 1. Project Summary

The Florida Department of Transportation (FDOT) completed a Project Development and Environmental (PD&E) study in 2016 for 15<sup>th</sup> Street East / 301 Boulevard East from Tallevast Road to south of US 41 in Manatee County, Florida. The total project length is 4.74 miles and was separated into segments (see Figure 1 below). In 2020, FDOT's consultant produced Phase II construction plans (i.e. 60% construction plans) for the overall project limits. The plan was to continue all of Segment 2 to Phase IV design (i.e. 100% design plans), with the design phase of Segments 1 & 3 being placed on hold for future funding. This analysis focused on FDOT's Segment 2 limits and design changes to reduce overall costs and right-of-way acquisition, while meeting the functional improvement needs for 15<sup>th</sup> Street East. Refer to the FDOT PD&E study and Phase II Roadway Documentation Report for additional information.



Figure 1 – Project Location and Stormwater Pond Map

### 1.1 Existing Roadway Conditions

The current 15th Street East corridor consists of many business properties with driveway access to the roadway. In many cases, these accesses don't meet the current driveway width standards, with some properties having access to 15th Street East via their entire frontage. Below are the conditions of the existing road:

- Existing typical section consists of two-lane undivided facility with 12-foot lanes, paved shoulder and intermittent sidewalks
- Open drainage system
- Posted speed limit is 40 miles per hour
- Existing R/W width varies from 66 feet to 137 feet, with the majority being 100' wide R/W
- The existing road crown is approximately 1" to 2" above the 100-year flooding elevation with the 6" freeboard, based on Bowles Creek Watershed report (2021)
- Segment 2 project length is 1.5± miles

### 1.2 FDOT's Typical Section

The original FDOT design consists of three lanes with a center two-way left-turn lane, bicycle lanes, sidewalks, curb and gutter section, and a closed drainage system. The new road base proposed by FDOT was raised to create positive drainage due to a closed drainage system, which is costly and causes extra land needs grading down to adjacent properties.

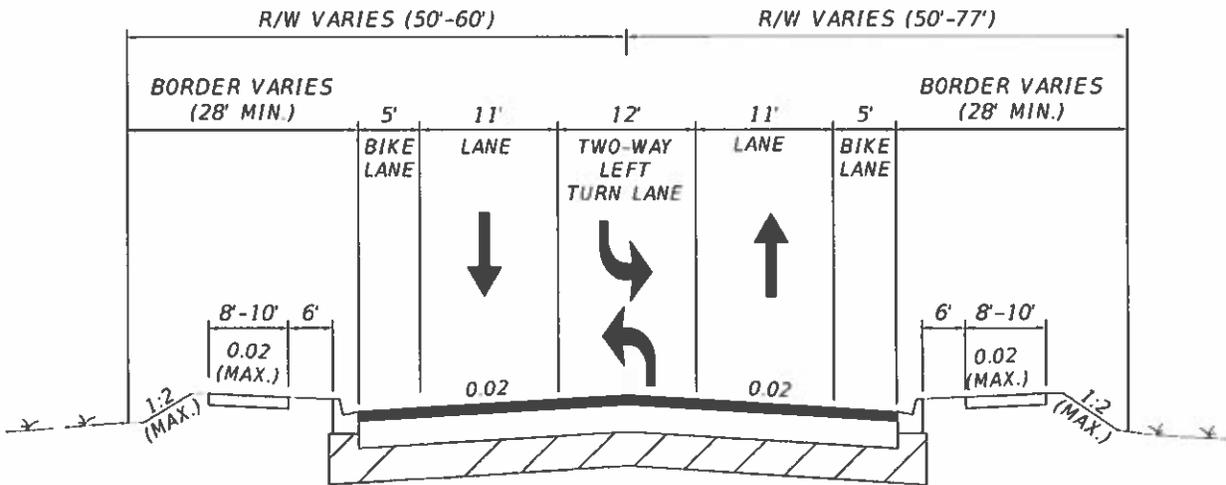


Figure 2 – FDOT's Typical Section for Segment 2

The roadway widening also leads to extensive right-of-way acquisition needs. The proposed closed drainage system has increased associated costs required for culverts and 100-year floodplain compensation. To reduce the construction costs and land acquisition needs, these design factors were explored further in Section 2.

### 1.3 Existing Floodplain

Segment 2 limits fall within Bowles Creek Watershed study area. This watershed model was last updated in 2021 and was not utilized for FDOT's Phase II design as the model was not finalized and available. Per Section 2.3.6 of Manatee County's Part 2 – Stormwater Management Design Manual, streets are to have a minimum of six (6) inches freeboard above the base flood elevation measured to the crown of the road. The existing roadway profile has an elevation range from approximately

16.7' to 35.0' NAVD 88. From the latest stormwater model, the associated 100-yr flood elevation for the adjacent basins to 15<sup>th</sup> Street East is 16.0'± NAVD 88. Since the crown is above the 100-yr flood elevation + 6" freeboard requirement, the existing roadway profile grade meets County standards.

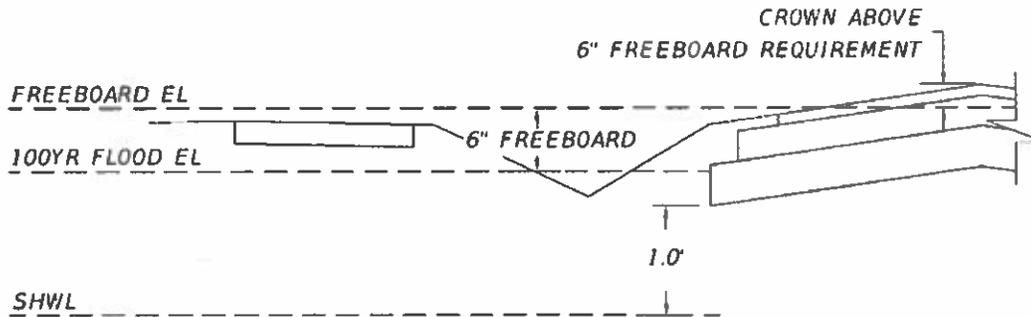


Figure 4 – Freeboard Requirement

The County standard requires one-foot minimum base water clearance between the base and the seasonal high groundwater elevation. All of Segment 2 meets this requirement except for a 100-foot road segment that lies north of 53<sup>rd</sup> Ave East and south of 52<sup>nd</sup> Ave East. Underdrains or raising the roadway profile at this location are options to meet the one-foot base clearance requirement.

## 2. Design Revisions

FDOT's Phase II construction plans consisted of a closed drainage system, bicycle lanes, sidewalks, dual left-turn lane, roundabouts, and a raised profile grade line. The design resulted in extensive right-of-way acquisition and encroachment of surface waters associated with the existing roadside ditches.

To minimize impacts and reduce costs, changes to FDOT's design were explored, while providing the similar function improvements to this road corridor as the original FDOT design (accommodating the needs of pedestrians, bicyclists, and motorist)

This limited study modified FDOT's proposed design to meet the following parameters:

- Keep the roadway profile at the existing condition in lieu of raising the roadway
- Remove the proposed curb and gutter design and maintain existing open drainage system with minimum piping where land is constrained
- Provide a 12-ft multi-use path along with a five-foot sidewalk (no bike lanes) near the right-of-way line; where site constraints were encountered, the multi-use path was narrowed to 10-ft.
- Provide access management for the existing driveways by narrowing their widths to current standards
- Review the SHWT and clearance between the pavement base
- Review the 100-year flooding condition along the corridor
- Minimize right-of-way acquisition, to the extent possible, while meeting the above parameters

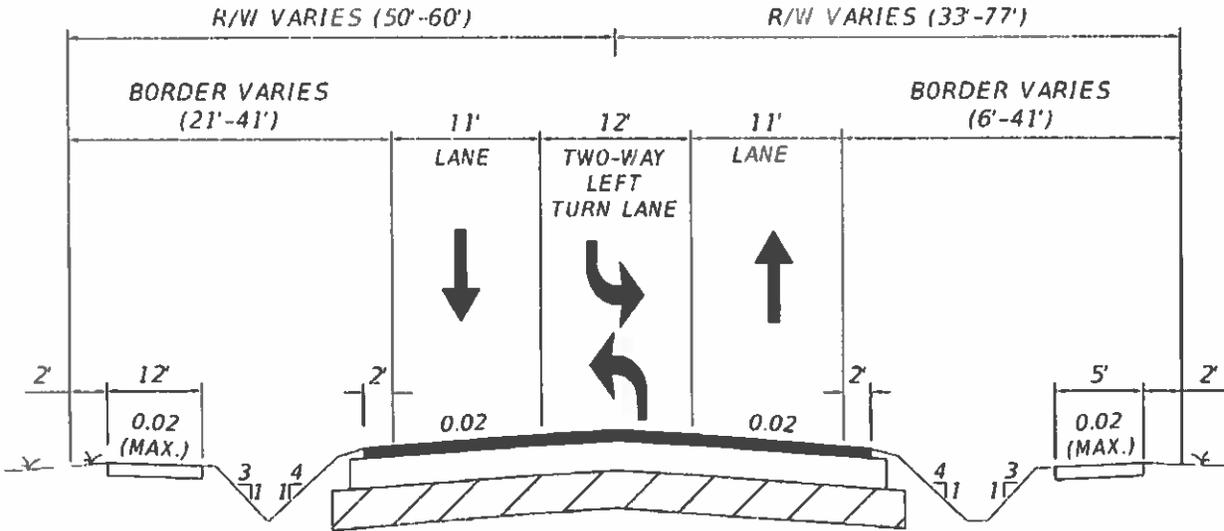


Figure 3 – Revised Typical Section for Segment 2

## 2.1 Miscellaneous Roadway Design Elements

### Turn Lane

At the southwest intersection of 15<sup>th</sup> Street East and 53<sup>rd</sup> Ave East, a northbound 11' wide right-turn lane was proposed by FDOT to be lengthened by approximately twice the existing length to a proposed length of 600± feet. To avoid right-of-way acquisition, the existing right-turn lane length will remain at 300± feet. This will allow for placement of the proposed sidewalk within the existing right-of-way.

### Bus Stop and Midblock Crossing

Manatee County Area Transit (MCAT) has a bus route within the project limits of Segment 2. Coordination with MCAT and Manatee County staff for this conceptual layout has been conducted and the bus stop locations has been determined and shown in the conceptual layout. In addition, midblock pedestrian crossing locations were also identified and located with consideration to spacing, bus stop locations and pedestrian generators in the area.

### Driveway Access Management

The driveways accessing 15<sup>th</sup> Street East were reduced in width to the typical with of 24 feet/36 feet maximum, depending on truck volume. Those driveways with widths less than 36 feet, were generally matched to the existing width. Modifications to driveways also included providing one-way driveways, adjusting parking areas and providing shared-use parking, of which further coordination with the property owners would be required during the design phase.

## 2.2 Roadside Ditches

The existing roadside ditches have slopes steeper than 1H:3V. With the addition of the two-way left turn lane and the 12-foot multi-use path, the ditch depth and width will need to be modified to allow positive flow with acceptable side slopes.

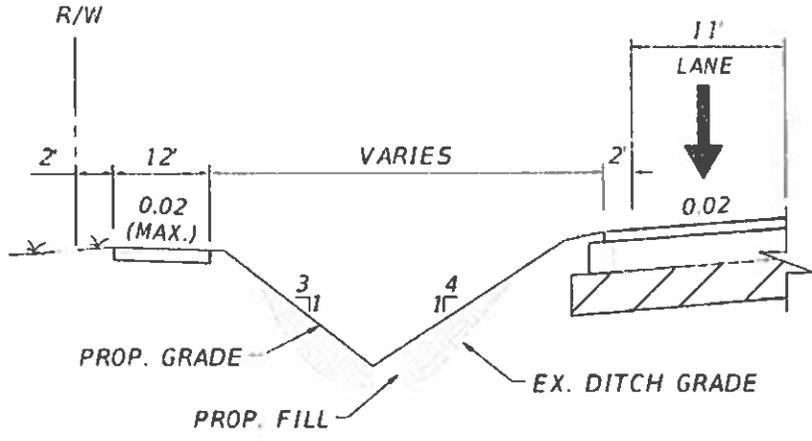


Figure 5 – Roadside Ditch

While there were areas where a flat-bottom ditch is not attainable due to limited right-of-way width, the V-shaped drainage ditches will be proposed. The V-shaped ditches will retain the stormwater treatment benefit and reduce 100-year floodplain impact that would otherwise be caused by a closed drainage system due to filling of the ditch.

**2.3 Side Drains**

With the decrease in depth of the roadside ditches at certain locations, the side drains would need to be raised/adjusted to avoid having a sump area at the existing pipe inverts. Pipe size will govern as cover over the pipe would require one foot for concrete pipe, with some locations have less than one foot of cover. The conveyance capacity of the ditch would need to be analyzed to properly size the side drain, with elliptically pipe being required, and possibly the use of multiple pipes.

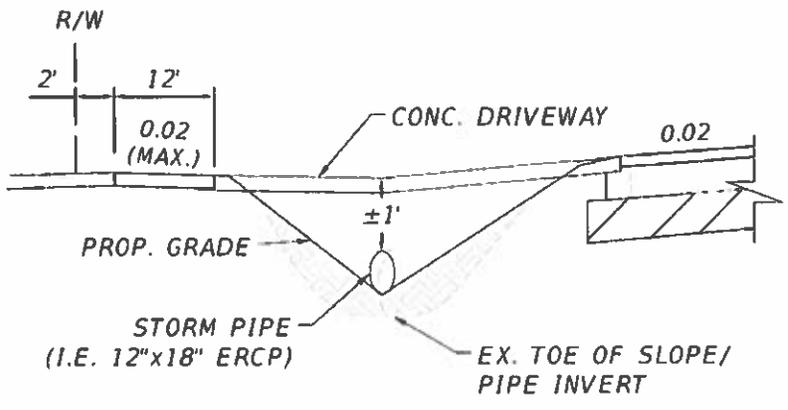


Figure 6 – Side Drain Cover

**2.4 Ditch Bottom Inlets**

Locations where insufficient depth of the roadside ditches is not attainable for utilizing mitered end sections, ditch bottom inlets and concrete pipe would be necessary for stormwater conveyance between driveways.

**2.5 Bowles Creek Watershed**

As indicated in Section 1.3 above, the 100-yr flood elevation of concern is ±16.0' NAVD 88 per the latest watershed study. Since 15<sup>th</sup> Street East has been topographically surveyed, the existing conditions model would need to be updated to determine “current” flood elevations. The flood

elevation of  $\pm 16.0'$  NAVD 88 may increase or decrease once it is reanalyzed and the 6" freeboard requirement re-examined.

## 2.6 Pond Siting

FDOT's design provided three proposed stormwater pond locations within Segment 2, with an additional pond and floodplain compensation site just outside the limits of Segment 2 (see Figure 1). The locations of these proposed ponds were determined from a previous study conducted by Faller Davis & Associates Inc.

The parcel for Pond "L" shown in Figure 1, is no longer available as development plans for multi-family units have been approved by SWFWMD and the County. A potential pond site to substitute Pond "L" is the triangular area at the intersection of 301 Blvd E. and 15<sup>th</sup> Street East.

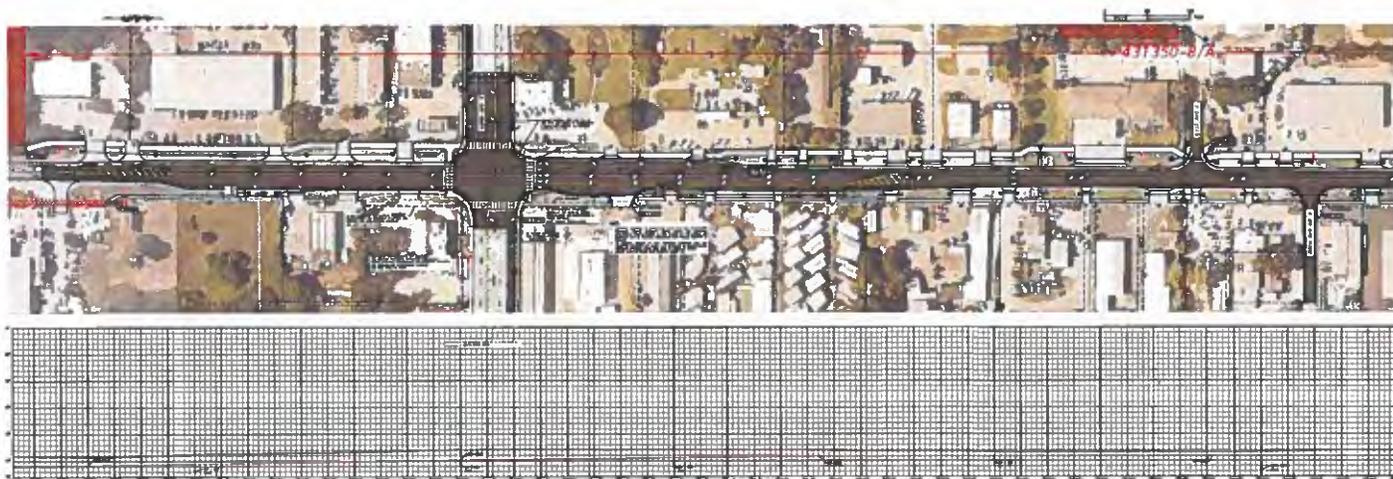
By removing the proposed curb and gutter section/closed drainage system, and retaining the existing open drainage system, the proposed ponds and flood compensation areas can be considerably reduced, as the existing roadside ditches will not be completely filled, and the existing treatment function will remain without having to mitigate. Stormwater modeling is required to determine the reduction in pond size and 100-year floodplain compensation

## 2.7 Proposed Roadway Design Criteria

| Design Element                 |  | 63rd Ave to 52nd Ave  |  | Source         |             |
|--------------------------------|--|---|--|----------------|-------------|
| Overview                       | Roadway Classification                           | Principal Arterial  |  | Manatee County |             |
|                                | Design Vehicle                                   | WB-62FL   |  | PD&E           |             |
|                                | Design Speed                                     | 40 mph  |  | FGB            |             |
| Typical Section                | Lane Width                                       | Travel Lane Width   | 11 feet  |                | FGB         |
|                                |  | Center Two-Way Left- Turn Lane Width                        | 12'  |                | FGB / MCPWS |
|                                |  | Sidewalk Width  | 12'/10' and 5 feet   |                | MCPWS/PD&E  |
|                                | Cross slopes                                     | Pavement Cross Slopes on Tangent Sections                   | 0.02 (0.04 max)  |                | FGB         |
|                                |  | Maximum Change in Cross Slope between Adjacent Travel Lanes | 0.04   |                | FGB         |
|                                | Roadside   | Minimum Border Width  | 12 feet w/ bike lane   | 12 feet        | PPM         |
|                                |  | Lateral Offset  | 4 feet, min 1.5 feet (from face of curb)                         |                | FGB         |
|                                |  | Buffer Width / Utility Strip                                | Varies: typically 6' or greater (when no buffer swk is 10' wide) |                | FGB/MCPWS   |
|                                | Horizontal                                       | SSD   | Minimum Stopping Sight Distance                                  | 305 feet       |             |
| Horiz Curvature                |  | Maximum Deflection without Horizontal Curve                 | 2° 00' 00"   |                | PPM         |
|                                |  | Maximum Deflection through Intersection                     | 5° 00' 00"   |                | PPM         |
|                                |  | Length of Horizontal Curve                                  | 600 feet, 400 feet min.  |                | PPM         |
|                                |  | Maximum Degree of Curve                                     | 11° 15'  |                | FGB         |
|                                |  | Maximum Curvature without Superelevation                    | 3° 45'   |                | PPM         |
| Super                          |  | Maximum Superelevation                                      | 5%   |                | FGB         |
|                                |  | Superelevation Transition: On Tangent / On Curve            | 80% / 20%  |                | FGB         |
|                                |  | Superelevation Transition Rate                              | 1:125 (75 ft min. length)  |                | FGB         |
| Minimum Curve Return Radii     |  | Accommodate design vehicle, 25 feet min                     |  | FGB            |             |
| Turn Lane Deceleration Lengths |  | 155 feet  |  | FDOT Index     |             |
| Vertical                       |  | Grades  | Maximum Profile Grade  | 7%             |             |
|                                | Minimum Profile Grade for Curb & Gutter Sections |   | 0.3%   |                | FGB         |
|                                | Minimum Distance between VPIs                    |   | 250 feet   |                | PPM         |
|                                | Maximum Change in Grade without Vertical Curve   |   | 0.8%   |                | FGB         |
|                                | Vertical Curves                                  | Crest Vertical Curve (K Value)                              | 44   |                | FGB         |
|                                |  | Sag Vertical Curve (K Value)                                | 64   |                | FGB         |
|                                |  | Minimum Vertical Curve Lengths                              | 120 feet   |                | FGB         |
|                                | Base Clearance                                   | 1 foot (Reduce Resilient Modulus)                           |  | PPM            |             |

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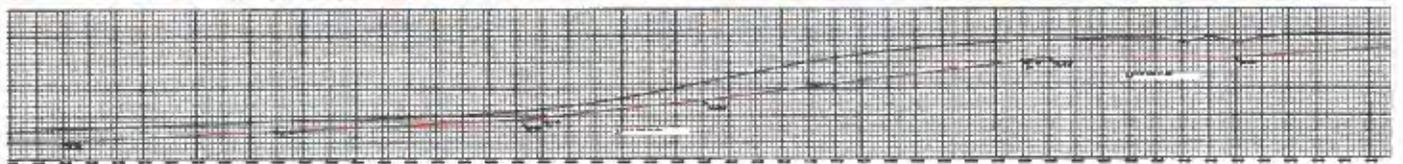
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

|  |  |
|--|--|
| <b>RECIPIENT NAME &amp; BILLING ADDRESS:</b><br>Manatee County<br>1022 26 <sup>th</sup> Ave E<br>Bradenton, FL 34208 | <b>FINANCIAL PROJECT NUMBER:</b><br>431350-7-38-01 |
|--|--|

| PHASE OF WORK By Fiscal Year                                   | MAXIMUM PARTICIPATION         |                    |                    |                      |
|--|-------------------------------|--------------------|--------------------|----------------------|
|  | (1)<br>TOTAL<br>PROJECT FUNDS | (2)<br>LOCAL FUNDS | (3)<br>STATE FUNDS | (4)<br>FEDERAL FUNDS |
| <b>Design- Phase 38</b>  |                               |                    |                    |                      |
| FY: 2025 (SU)  | \$ 4,500,000.00               | \$ _____           | \$ _____           | \$ 4,500,000.00      |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| <b>Total Design Cost</b>                                       | \$ 4,500,000.00               | \$ 0.00            | \$ 0.00            | \$ 4,500,000.00      |
| <b>Right-of-Way- Phase 48</b>                                  |                               |                    |                    |                      |
| FY: ( )  | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: ( )  | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| <b>Total Right-of-Way Cost</b>                                 | \$ 0.00                       | \$ 0.00            | \$ 0.00            | \$ 0.00              |
| <b>Construction- Phase 58</b>                                  |                               |                    |                    |                      |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| <b>Total Construction Cost</b>                                 | \$ 0.00                       | \$ 0.00            | \$ 0.00            | \$ 0.00              |
| <b>Construction Engineering and Inspection (CEI)- Phase 68</b> |                               |                    |                    |                      |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| <b>Total CEI Cost</b>  | \$ 0.00                       | \$ 0.00            | \$ 0.00            | \$ 0.00              |
| ( )  |                               |                    |                    |                      |
| FY: ( )  | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| FY: (Insert Program Name)                                      | \$ _____                      | \$ _____           | \$ _____           | \$ _____             |
| <b>Total Phase Costs</b>                                       | \$ 0.00                       | \$ 0.00            | \$ 0.00            | \$ 0.00              |
| <b>TOTAL COST OF THE PROJECT</b>                               | \$ 4,500,000.00               | \$ 0.00            | \$ 0.00            | \$ 4,500,000.00      |

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon  
 District Grant Manager Name

**Marquis Daymon**  
Digitally signed by Marquis Daymon  
 DN: CN = Marquis Daymon, email = marquis.daymon@dot.state.fl.us, C = US, O = FLDOT, OU = Program Coordinator  
 Date: 2024.07.22 13:48:26 -0400

Signature \_\_\_\_\_ Date \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT E**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
 CFDA Title: Highway Planning and Construction  
 Federal-Aid Highway Program, Federal Lands Highway Program  
 CFDA Program Site: [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=relevance&index=cfda&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=relevance&index=cfda&is_active=true&page=1)  
 Award Amount: \$4,500,000.00  
 Awarding Agency: Florida Department of Transportation  
 Award is for R&D: Choose an item.  
 Indirect Cost Rate: Choose an item.

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law")  
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsr.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.



Approved in Open Session 10/22/24  
Manatee County  
Board of County Commissioners

## October 22, 2024 - Regular Meeting

### **Subject**

Adoption of Resolution R-24-185, authorizing the signing of the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for Design Services along 15th Street East (301 Boulevard from 63rd Avenue East to 51st Avenue East)

### **Category**

CONSENT AGENDA

### **Briefings**

None

### **Contact and/or Presenter Information**

Scott May, P.E. - County Engineer, Public Works Department, Ext. 7650

### **Action Requested**

Adoption of Resolution R-24-185; and  
Execution by the Chairman of the Local Agency Program Agreement with FDOT.

### **Enabling/Regulating Authority**

### **Background Discussion**

The FDOT has agreed to reimburse the Manatee County for Design Engineering Services including the construction of a five-foot-wide sidewalk, new light poles, traffic mast arms along both sides of 15th St E. /301 Blvd from 63rd Ave to 51st Ave. FDOT's portion of the work can only be reimbursed through a LAP agreement, which is a standard agreement that Manatee County has entered into with FDOT on many other occasions.

### **Attorney Review**

Not Reviewed (Utilizes exact document or procedure approved within the last 36 months)

### **Instructions to Board Records**

Please return one signed, hard copy to Public Works Department, attention Brent Stufflebeam, via interoffice (courier) mail.

Please send copy of approved agenda item to the following:

- [scott.may@mymanatee.org](mailto:scott.may@mymanatee.org)
- [anthony.russo@mymanatee.org](mailto:anthony.russo@mymanatee.org)
- [eddy.zappacosta@mymanatee.org](mailto:eddy.zappacosta@mymanatee.org)

- brent.stufflebeam@mymanatee.org
- PWFiscalCIP@mymanatee.org

Distributed 10/24/24, RT

**Cost and Funds Source Account Number and Name**

N/A

**Amount and Frequency of Recurring Costs**



*Florida Department of Transportation*

**RON DESANTIS**  
GOVERNOR

801 N. Broadway Ave.  
Bartow, FL 33830

**JARED W. PERDUE, P.E.**  
SECRETARY

**MEMORANDUM**

DATE: December 3, 2024  
TO: L.K. Nandam, District Secretary  
FROM: Nicole Mills, P.E., Director of Transportation Development  
COPIES: D1-LForum; D1-Admin\_Assistants  
SUBJECT: Delegation of Authority for Nicole Mills, P.E. (12/4/24 – 12/31/24)

I will be out of the office Wednesday, December 4, 2024 through Tuesday, December 31, 2024, returning to the office on Thursday, January 2, 2025

I delegate authority to Lavenia Toole, P.E., Program Management Administrator, to act on my behalf and to sign all documents except for Human Resources related items such as hiring packages, telework agreements, etc. which I will retain in my court. Signature should be “made in your name *for* the Director of Transportation Development”.

Please ensure all documents requiring signature or approval under this delegation are forwarded to my office for proper coordination prior to signing and provide a reading file copy of any documents you sign.

In the event I return to the office prior to the expiration of this delegation of authority, said delegation automatically expires.

DocuSigned by:  
  
E4FD33AAA641427...

Nicole Mills, P.E.  
Director of Transportation Development

NM:aa

**Grantee Name:** Manatee County

**Grantee Address:** 1022 26th Ave. E Bradenton, FL 34208

**Grantee's Unique Entity Identifier (UEI):** TM1APB6J5TD6

**Grantee's Employer Identification Number (EIN)** 596000727

**Federal Award Identification Number (FAIN)** B-23-CP-FL-0368

**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants

**Period of Performance/Budget Period Start Date** Date of grant obligation

**Period of Performance/Budget Period End Date** August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Manatee County (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$2,500,000 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

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

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

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

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

## **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

#### **ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

## **ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

### **ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

**ARTICLE IX. HUD Contact Information**

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

**GRANTEE**

Manatee County, a political subdivision of State of Florida

BY: Its Board of County Commissioners

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Mike Rahn, Commissioner, District 4  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
February 13, 2024  
(Date)



ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

**HUD**

BY: \_\_\_\_\_  
Brooke Bohnet,  
Associate Deputy Assistant Secretary for Economic Development

\_\_\_\_\_  
(Date)

**APPENDIX 1 – Project Narrative**

See Narrative after page 21.

**APPENDIX 2 – Approved Budget**

The approved budget has been attached to the end of the grant agreement.

**APPENDIX 3 – Grantee’s Indirect Cost Rate Information**

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

| Agency/Dept./Major Function | Indirect cost rate | Direct Cost Base |
|-----------------------------|--------------------|------------------|
| _____                       | _____ %            | _____            |
| _____                       | _____ %            | _____            |

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

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

**APPENDIX 4 –  
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

*1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*2. Proceedings About Which Grantee Must Report*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

### *4. Reporting Frequency*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions**  
NONE.

## APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

## APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## **15th Street East at 57th Avenue East Roundabout Intersection**

### **Project Narrative**

This project will provide funding for the design and construction of a roundabout at the intersection of 15<sup>th</sup> Street East and 57<sup>th</sup> Avenue East in Manatee County, Florida.

Currently, the intersection operates as a signalized intersection. The land uses in the vicinity of the project site includes neighborhood retail, light industrial, and commercial with scattered residential uses. The area, which has one of the lowest median household income and highest unemployment rate in Manatee County, has high rate of transportation disadvantaged road users. Significant number of crashes were also observed at this intersection. The proposed roundabout will improve the safety and operation of the intersection. Roundabouts due to their geometric features reduce conflict point and lower speeds, which in turn reduce severity and frequency of crashes.

This project is part of 15<sup>th</sup> Street East Corridor study, which extends from US 41 to Tallevast Road. The study, conducted in the 2016 under the 15<sup>th</sup> Street viability of 15<sup>th</sup> Street East as a complete street project to enhance safety, efficiency, and livability of residents and road users. This corridor has been at the forefront of project priorities in Sarasota Manatee Metropolitan Planning Organization (MPO) for many years. The project will improve intersection safety and efficiency and will help revitalize the corridor by adding jobs and business in the area.

The CPF grant will be used to fund the design of the proposed roundabout and a portion of the construction costs. The expected start date for the project is March 1<sup>st</sup>, 2024, and planned completion date is September 30<sup>th</sup>, 2026.

As the 2016 Study included an environmental review of this intersection, no further environmental review is expected as part of this project.

## **Project Budget**

The Community Project Funding (CPF) award funds are planned to be used for design and construction for the 15th Street East and 57th Avenue East roundabout.

|                                 | <b>CPF AWARD<br/>BUDGET</b> | <b>COUNTY<br/>FUNDS</b> | <b>PROJECT<br/>BUDGET</b> |
|---------------------------------|-----------------------------|-------------------------|---------------------------|
| <b>Design</b>                   | \$638,500.00                | \$0.00                  | \$638,500.00              |
| <b>Land Acquisition</b>         | \$0.00                      | \$160,000.00            | \$160,000.00              |
| <b>Construction</b>             | \$1,861,500.00              | \$1,331,000.00          | \$3,192,500.00            |
| <b>Administrative<br/>Costs</b> | \$0.00                      | \$543,000.00            | \$543,000.00              |
| <b>Total</b>                    | <b>\$2,500,000.00</b>       | <b>\$2,034,000.00</b>   | <b>\$4,534,000.00</b>     |

**SECTION F, SAMPLE AGREEMENT**



**CONSULTANT COMPETITIVE NEGOTIATION**

**ACT (CCNA)**

**AGREEMENT No. [ENTER NUMBER]**

**PROFESSIONAL SERVICES [ENTER TITLE]**

**between**

**MANATEE COUNTY (COUNTY)**

**and**

**[ENTER CONSULTANT NAME]**

**(CONSULTANT)**

## **AGREEMENT FOR [INSERT TYPE OF SERVICE]**

**THIS AGREEMENT** is made and entered into as of this [date] day of [month], 2024 (“Effective Date”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **[INSERT COMPANY NAME]**, a [<enter the state of incorporation> and identify if it is a Company, Corporation, Limited Liability Company, etc.], (“**CONSULTANT**”) with offices located at [Insert address], and duly authorized to conduct business in the State of Florida. COUNTY and CONSULTANT are collectively referred to as the “Parties” and individually as “Party.”

**WHEREAS**, CONSULTANT engages in the business of providing [INSERT TYPE OF SERVICE]; and

**WHEREAS**, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONSULTANT to render the professional services described in this Agreement; and

**WHEREAS**, this Agreement is a result of CONSULTANT’S submission of a proposal in response to Request for Qualifications No. [INSERT RFQ NUMBER] and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code and Florida Statute § 287.055.

**NOW, THEREFORE**, the COUNTY and CONSULTANT, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### **ARTICLE 1. SCOPE OF SERVICES**

CONSULTANT shall provide professional services as described in **Exhibit A**, Scope of Services (“Services”). “Task” as used in this Agreement, refers to particular categories/groupings of services specified in **Exhibit A**.

### **ARTICLE 2. EXHIBITS INCORPORATED**

This Agreement consists of a primary contract and <number> exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Anti-Human Trafficking Affidavit
- Exhibit E** Insurance < and Bond > Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

### **ARTICLE 3. AGREEMENT TERM**

- A. This Agreement shall commence on the Effective Date and remain in force until all Work issued during the effective period of this Agreement is completed, unless terminated by COUNTY pursuant to Article 10, but not to exceed [insert number of years] years.

### **ARTICLE 4. COMPENSATION**

- A. Compensation payable to CONSULTANT for the Services and expenditures incurred in providing the Services specified in **Exhibit A** shall be as stated in **Exhibit B**.
- B. Compensation to CONSULTANT shall be based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized in **Exhibit B**
- C. The fee rates specified in **Exhibit B** shall be the total compensation for Services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

### **ARTICLE 5. INVOICES AND TIME OF PAYMENT**

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice that includes a description of authorized Services 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 number which COUNTY shall assign to this Agreement and will be provided to CONSULTANT in writing, upon execution of this Agreement.
- D. If any Task requires units of deliverables, such units must be received and accepted in writing by the COUNTY prior to payment.
- E. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- F. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONSULTANT on any other Agreement between CONSULTANT and COUNTY.
- G. All costs of providing the Services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.

- H. Any dispute between COUNTY and CONSULTANT with regard to the Services or CONSULTANT'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

#### **ARTICLE 6. RESPONSIBILITIES OF CONSULTANT**

- A. CONSULTANT shall appoint an Agent with respect to the Services. CONSULTANT'S Agent shall have the authority 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 this Agreement. CONSULTANT'S Agent shall have the right to designate other employees of CONSULTANT to serve in his or her absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONSULTANT shall perform the Services in accordance with the terms and conditions of this Agreement.
- C. CONSULTANT shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.
- D. CONSULTANT shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. CONSULTANT shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONSULTANT shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT'S work under this Agreement. CONSULTANT shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONSULTANT shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the Services.
- G. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

- H. CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONSULTANT shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONSULTANT remove from the project any of CONSULTANT'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

#### **ARTICLE 7. RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONSULTANT is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Services.
- C. COUNTY shall provide prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONSULTANT and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONSULTANT.

#### **ARTICLE 8. COUNTY'S PROJECT MANAGER**

The Project Manager shall be appointed to represent COUNTY in all technical matters pertaining to the Services. The Project Manager shall have the following responsibilities:

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONSULTANT.
- B. Providing CONSULTANT written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.
- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies

and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.

- D. Provide CONSULTANT with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

## **ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT**

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively “the Intellectual Property”). CONSULTANT hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONSULTANT further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY’S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

## **ARTICLE 10. TERMINATION OF AGREEMENT**

### **A. TERMINATION FOR CAUSE:**

1. COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
  - a. Failure to provide products or Services that comply with the specifications herein or that fail to meet COUNTY’S performance standards;
  - b. Failure to deliver the supplies or perform the Services within the time specified; or
  - c. Progress that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT’S default of the Agreement.
4. In the event of termination of this Agreement, CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT’S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONSULTANT shall:
  - a. Stop work on the date and to the extent specified;
  - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
  - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
  - d. Continue and complete all parts of that work that have not been terminated.

**B. TERMINATION WITHOUT CAUSE:**

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONSULTANT a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONSULTANT shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONSULTANT to properly perform pursuant to this Agreement. CONSULTANT shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

**ARTICLE 11. TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Agreement, CONSULTANT shall cooperate with COUNTY to assist with the orderly transfer of the Services to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain transition services necessary to shift the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the Services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new Service provider or to COUNTY.

**ARTICLE 12. DISPUTE RESOLUTION**

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the COUNTY.

- B. CONSULTANT agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

### **ARTICLE 13. COMPLIANCE WITH LAWS**

All Services rendered or performed by CONSULTANT pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONSULTANT shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

### **ARTICLE 14. NON-DISCRIMINATION**

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

### **ARTICLE 15. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. 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.

CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONSULTANT'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONSULTANT shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least five (5) years after the termination date.

- B. CONSULTANT shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONSULTANT. CONSULTANT shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

## **ARTICLE 16. PUBLIC RECORDS**

Pursuant to Florida Statutes §119.0701, to the extent CONSULTANT is performing services on behalf of COUNTY, CONSULTANT shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONSULTANT does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

**Phone: 941.742.5845**

**Email: [lacy.pritchard@mymanatee.org](mailto:lacy.pritchard@mymanatee.org)**

**Mail or hand delivery:**

**Attn: Records Manager**

**1112 Manatee Avenue West**

**Bradenton, FL 34205**

## **ARTICLE 17. INDEMNIFICATION**

- A. The CONSULTANT shall indemnify and hold harmless COUNTY, its officers, and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorney's

fees, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its personnel, design professionals and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. County reserves the right to defend itself.

- B. CONSULTANT shall indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONSULTANT and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.
- C. To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY'S sovereign immunity.

#### **ARTICLE 18. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

#### **ARTICLE 19. INSURANCE**

- A. CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit E**, during the term of this Agreement, to include any renewal terms.

Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit E** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County and the State of Florida, Department of Transportation as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

- B. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit E**, including coverage for all Services completed under this Agreement.
- C. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

#### **ARTICLE 20. SOLICITATION OF AGREEMENT**

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for 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, COUNTY shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

#### **ARTICLE 21. ASSIGNMENT AND SUBCONTRACTING**

CONSULTANT shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONSULTANT asserts it is necessary to utilize the services of third parties to perform any Service under this Agreement, CONSULTANT shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONSULTANT from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONSULTANT as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONSULTANT, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

#### **ARTICLE 22. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for 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, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**ARTICLE 23. KEY PERSONNEL**

The following key personnel are hereby assigned to this Agreement by CONSULTANT:

Enter Name, Title

CONSULTANT shall not remove such key personnel from providing the Services; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONSULTANT shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

**ARTICLE 24. SUB-CONTRACTOR**

If CONSULTANT receives written approval from the COUNTY to use the services of a sub-contractor(s), CONSULTANT shall utilize the sub-contractor fees specified in **Exhibit B**. CONSULTANT shall notify COUNTY of any replacements or additions to **Exhibit B** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-contractor.

**ARTICLE 25. PROFESSIONAL LIABILITY**

To the fullest extent allowed by law, the individuals performing the Services shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONSULTANT shall likewise be liable for negligent acts or omissions in the performance of the Services.

**ARTICLE 26. NOTICES**

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY:                   Manatee County Government  
  Department  
  Attn: Title  
  Name  
  Address  
  City, State, Zip  
  Phone: (941)  
  Email:

To CONSULTANT:           Consultant Name  
  Attn: Representative Name  
  Address  
  City, State, Zip  
  Phone: (     )  
  Email:

## **ARTICLE 27. RELATIONSHIP OF PARTIES**

The relationship of CONSULTANT to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONSULTANT or any of the officers, employees, personnel, agents, or sub-consultants of CONSULTANT any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONSULTANT in connection with this Agreement or for debts or claims accruing to such parties. CONSULTANT shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

## **ARTICLE 28. NO CONFLICT**

By accepting award of this Agreement, CONSULTANT, its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of the Services.

## **ARTICLE 29. ETHICAL CONSIDERATIONS**

CONSULTANT recognizes that in rendering the Services, CONSULTANT is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONSULTANT shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONSULTANT shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

## **ARTICLE 30. PUBLIC ENTITY CRIMES**

CONSULTANT has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 218, specifically section 2(a), and COUNTY'S requirement that CONSULTANT comply with it in all respects prior to and during the term of this Agreement.

## **ARTICLE 31. TAXES**

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONSULTANT is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONSULTANT'S normal tax liability.

CONSULTANT shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONSULTANT under applicable law to the extent that CONSULTANT is responsible for the payment of same under applicable law.

## **ARTICLE 32. FORCE MAJEURE**

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

### **ARTICLE 33. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

### **ARTICLE 34. ATTORNEY FEES**

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

### **ARTICLE 35. PATENT AND COPYRIGHT RESPONSIBILITY**

Any material, design or supplied specified by CONSULTANT or supplied by CONSULTANT pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONSULTANT shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONSULTANT in the performance of the Services.

### **ARTICLE 36. AMENDMENTS**

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

### **ARTICLE 37. SEVERABILITY**

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

### **ARTICLE 38. LEGAL REFERENCES**

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**ARTICLE 39. HEADINGS, CONSTRUCTION**

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**ARTICLE 40. TIME**

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

**ARTICLE 42. ANTI-HUMAN TRAFFICKING**

CONSULTANT shall provide County with a sworn affidavit signed by an officer or a representative of CONSULTANT under penalty of perjury attesting that CONSULTANT does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

**ARTICLE 43. AUTHORITY TO EXECUTE**

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

**CONSULTANT NAME**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MANATEE COUNTY, a political subdivision  
of the State of Florida**

\_\_\_\_\_  
**INSERT PURCHASING OFFICIAL**

Purchasing Official

Date: \_\_\_\_\_

SAMPLE

**EXHIBIT A, SCOPE OF SERVICES**

SAMPLE

## **EXHIBIT B, FEE RATE SCHEDULE**

### **1. FEES**

Fees for the Services detailed in this Agreement shall be as set forth in this **Exhibit B**.

### **2. REIMBURSEABLE EXPENSES**

[Remainder of page intentionally left blank]

SAMPLE

**EXHIBIT C, AFFIDAVIT OF NO CONFLICT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] \_\_\_\_\_  
\_\_\_\_\_, as [INSERT TITLE] \_\_\_\_\_ of  
[INSERT CONSULTANT NAME] \_\_\_\_\_ (hereinafter  
"CONSULTANT") with full authority to bind, who being first duly sworn, deposes and says that  
CONSULTANT:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

CONSULTANT makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. \_\_\_\_\_  
for

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, by [NAME]\_\_\_\_\_, as [TITLE] \_\_\_\_\_  
\_\_\_\_\_ of [CONSULTANT]\_\_\_\_\_. He / She is personally  
known to me or has produced \_\_\_\_\_ [TYPE OF IDENTIFICATION]  
as identification.

\_\_\_\_\_  
Notary Signature  
Commission No. \_\_\_\_\_



## EXHIBIT E, INSURANCE AND BOND REQUIREMENTS

### REQUIRED INSURANCES

The CONSULTANT will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONSULTANT shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

#### **Automobile Liability Insurance Required Limits**

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

*This policy shall contain severability of interests' provisions.*

#### **Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$        Project Specific Aggregate (Required on projects valued at over \$10,000,000)

*This policy shall contain severability of interests' provisions.*

#### **Employer’s Liability Insurance**

Coverage limits of not less than:

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

Worker's Compensation Insurance

**US Longshoremen & Harbor Workers Act**

**Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

**Aircraft Liability Insurance Required Limits**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

**Un-Manned Aircraft Liability Insurance (Drone)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

**Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

**Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

**Builder's Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

**Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

**Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government. All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract.

Limits must not be less than:

***Pollution Liability***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

***Asbestos Liability (If handling within scope of Contract)***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

***Disposal***

When applicable, CONSULTANT shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

**Hazardous Waste Transportation Insurance**

CONSULTANT shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

**Liquor Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

**Garage Keeper’s Liability Insurance**

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and

include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

**Bailee’s Customer Liability Insurance**

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONSULTANT’S care, custody and control.

**Hull and Watercraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

**Other [Specify]**

**REQUIRED BONDS**

**Bid Bond**

A Bid Bond in the amount of \$\_\_\_\_\_ or \_\_\_\_% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of \$\_\_\_\_\_ or \_\_\_\_% of the total offer. in the form of a money order, a certified check, a cashier’s check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

**Payment and Performance Bond**

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

## I. INSURANCE REQUIREMENTS

**THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

### **Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONSULTANT, his agents, representatives, and employees; products and completed operations of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONSULTANT shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONSULTANT'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONSULTANT's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

### **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONSULTANT for the COUNTY.

## II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONSULTANT shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming

“Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONSULTANT will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

- c. The project’s solicitation number and title shall be listed on each certificate.
- d. CONSULTANT shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONSULTANT agrees that should at any time CONSULTANT fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONSULTANT waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONSULTANT has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONSULTANT'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONSULTANT shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONSULTANT shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review

the CONSULTANT's deductible or self-insured retention and to require that it be reduced or eliminated.

- j. CONSULTANT understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONSULTANT'S obligation to provide and maintain the insurance coverage specified.
- k. CONSULTANT understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

### III. BONDING REQUIREMENTS

**Bid Bond/Certified Check.** By submitting a proposal, the CONSULTANT agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The CONSULTANT further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONSULTANT further agrees that in case the CONSULTANT fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONSULTANT, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

**Payment and Performance Bonds.** Prior to commencing work, the CONSULTANT shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05 covering the faithful performance by the CONSULTANT of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONSULTANT to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONSULTANT being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05 and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as “A-” or better by Best’s Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to “Manatee County, a political subdivision of the State of Florida”, **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONSULTANT shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b) COUNTY will make no payment to the CONSULTANT until the CONSULTANT has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONSULTANT. Failure of the CONSULTANT to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONSULTANT or re-advertise the RFP.

Failure of COUNTY at any time to require performance by the CONSULTANT of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

**CONSULTANT’S INSURANCE STATEMENT**

**THE UNDERSIGNED** has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: \_\_\_\_\_

Consultant’s Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Agent Phone: \_\_\_\_\_

Surety Agency: \_\_\_\_\_

Surety Name: \_\_\_\_\_

Surety Phone: \_\_\_\_\_

*Please return this completed and signed statement with your agreement.*