

RESOLUTION B-21-084
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2021

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2020-2021 budget is hereby amended in accordance with FS 129.06 as described in the description and specified in the budget adjustment batch file listed below:

Department: PROPERTY MANAGEMENT
Fund: PARKS AND NATURAL RESOURCES IMPACT FEES - UNINCORPORATED CAPITAL PROJECTS
Description: Transfers \$1,600,000 from reserves in the Parks and Natural Resources Impact Fees - Unincorporated Capital Projects fund to the Washington Park I - Park Amenities project to award Guaranteed Maximum Price (GMP) for construction and associated costs.

This budget amendment is being presented to the Board of County Commissioners along with the award.

This budget amendment adjusts the FY21-25 CIP.

Batch ID: MD060821A

Reference: BU21000316

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 8th DAY OF June, 2021.



BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST: Angelina Coloneso
Clerk of Circuit Court

By: Liebi Jassner
Deputy Clerk

GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM to AGREEMENT No. 19-R072242SAM for CONSTRUCTION MANAGEMENT AT RISK SERVICES

THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES (“GMP Addendum”) is made and entered into this 8th day of June, 2021, by and between Manatee County, a political subdivision of the State of Florida, referred to herein as “Owner”, and the firm of A2 Group, Inc., incorporated in the State of Florida and registered and licensed to do business in the State of Florida, referred to herein as “Construction Manager”.

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the “Agreement”) under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the Washington Park Preserve Phase 1 (as further defined in the Agreement, the “Project”); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

WHEREAS, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a GMP, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. Establishment of GMP
Pursuant to Section 2.2 of the Agreement, the Owner and Construction Manager establish a GMP and Contract Time for the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.
2. GMP; Contract Documents
The Construction Manager’s GMP for the Work, including the estimated Cost of the Work (\$2,605,051.61) and the Construction Manager’s Fee (\$143,946.57), is a total of Two Million Seven Hundred Forty-Eight Thousand Nine Hundred Ninety-Eight dollars and Eighteen Cents (\$2,748,998.18). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:
 - (a) Exhibit A. Construction Manager’s GMP submittal, including Project Plans and Specifications, addenda and General, Supplementary and other

Conditions of the Agreement on which the GMP is based, pages 1 through 3, dated May 3, 2021;

- (b) Exhibit B. Allowance items, pages 4 through 4 , dated May 3, 2021;
- (c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, pages 5 through 8 , dated May 3, 2021;
- (d) Exhibit D. Project Schedule, pages 9 through 10 , dated May 5, 2021;
- (e) Exhibit E. Alternate Prices, Not Applicable; and
- (f) Exhibit F. Unit Prices, Not Applicable.
- (g) Exhibit G. Affidavit of No Conflict;
- (h) Exhibit H. Certificate(s) of Insurance;
- (i) Exhibit I. Payment and Performance Bond;
- (j) Exhibit J. Standard Forms:
 - i. Application for Payment
 - ii. Certificate of Substantial Completion
 - iii. Final Reconciliation/Warranty/Affidavit
 - iv. Change Order

Additional Contract Documents include the Agreement and attached General Conditions of the Construction Agreement, Addenda issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents.

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the Work within three hundred (300) days of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents (to include not only the entire Work but any portion of the Work for which a separate Substantial Completion Date is agreed on), the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of \$350.00 per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Effect of GMP

This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 5 of the Agreement, and shall supplement and amend the Agreement such that all references to the GMP shall be construed to refer to the GMP set forth herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this GMP Addendum to be duly executed by their authorized representatives:

A2 GROUP, INC.

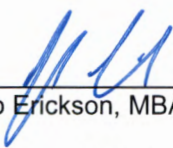
BY:  _____

Printed Name: Alberto J. Riba

Title: V.P.

Date: 5/19/2021

**MANATEE COUNTY, a political subdivision
of the State of Florida**

 _____
Jacob Erickson, MBA, CPPO, NIGP-CPP

Procurement Official

Date: June 8, 2021

EXHIBIT A

Conditions of the Agreement

Washington Park - Phase 1 - 100% Construction Drawings - GMP

CSI Division	Description	Unit	Qty	Estimated Cost	Division Total	Comments
1	General Requirements	LS	1	\$ 499,632.00	\$ 499,632.00	
2	Sitework/Existing Conditions				\$ 1,142,452.35	
2.1	Site Prep/Earthwork	LS	1	\$ 594,358.80		
2.2	Storm Sewer	LS	1	\$ 114,967.12		
2.3	Sanitary Sewer	LS	1	\$ 35,258.89		
2.4	Water Distribution	LS	1	\$ 81,925.00		
2.5	Roadway	LS	1	\$ 94,299.34		
2.6	Landscaping	LS	1	\$ 3,494.00		
2.7	Sod	LS	1	\$ 75,423.15		
2.8	Seed/Mulch	LS	1	\$ 14,746.05		
2.9	Surveying/Geotechnical/MOT	LS	1	\$ 77,980.00		
2.91	Soil Remediation Allowance	LS	1	\$ 50,000.00		
3	Concrete				\$ 162,035.55	
3.1	Concrete Restroom	LS	1	\$ 145,166.00	Includes Sales Tax	Proposal Owner Direct Purchase & Insta
3.2	Concrete- Sidewalks/Curbing	LS	1	\$ 16,869.55		
5	Metals				\$ 94,896.30	
5.1	Fencing/Gates	LS	1	\$ 94,896.30		
10	Specialties				\$ 103,493.29	
10.1	Prefabricated Pavilion Structures (2 Pavilions)	LS	1	\$ 45,893.29	Includes Sales Tax	Proposal Owner Direct Purchase & Insta
	Pavilion Installation Installation (2)	LS	1	\$ 57,600.00		
15	Mechanical				\$ 10,000.00	
15.1	Plumbing	LS	1	\$ 10,000.00		Allowance (Hook Up)
16	Electrical				\$ 186,600.00	
16.1	Electrical	LS	1	\$ 186,600.00		
					\$ 200,000.00	
	FPL Allowance			\$ 50,000.00		
	Permit Fee & Utility Fee Allowance			\$ 150,000.00		
Subtotal				\$		2,399,109.49
Construction Management Fee				6%	\$	143,946.57
Construction Management Contingency				4.0%	\$	95,964.38
Owner Contingency				2.5%	\$	59,977.74
Total Base Bid Construction				\$		2,698,998.18
Payment and Performance Bond				\$		50,000.00
Total Guaranteed Maximum Price				\$		2,748,998.18

*Guaranteed Maximum Price is pursuant to A2 Group's provided Clarification and Qualifications document. Pricing based on plans referred in drawing log.

List of Drawings and Specifications

SHEET INDEX	WASHINGTON PARK - PHASE 1	Date
1	COVER SHEET	4/16/2021
2	AERIAL LOCATION MAP	4/14/2021
3	SITEPLAN KEY SHEET	4/14/2021
4	SITE PLAN	9/5/2021
5	SITE PLAN	1/6/2021
6	SITE PLAN	4/14/2021
7	SITE PLAN	4/14/2021
8	SITE PLAN	4/14/2021
9	SITE PLAN	4/14/2021
10	GRADING AND DRAINAGE PLAN KEY SHEET	4/14/2021
11	GRADING AND DRAINAGE PLAN	9/5/2018
12	GRADING AND DRAINAGE PLAN	7/14/2020
13	GRADING AND DRAINAGE PLAN	4/14/2021
14	GRADING AND DRAINAGE PLAN	4/14/2021
15	GRADING AND DRAINAGE PLAN	4/14/2021
16	GRADING AND DRAINAGE PLAN	4/14/2021
17	UTILITY SITE PLAN GENERAL NOTES AND KEY SHEET	4/14/2021
18	UTILITY PLANS AND PROFILES	4/14/2021
19	UTILITY PLAN & PROFILE 8TH AVE EAST	1/14/2021
19A	UTILITY PLAN & PROFILE 30TH ST EAST	11/8/2018
20	CONSTRUCTION DETAILS	10/18/2018
21	CONSTRUCTION DETAILS	10/18/2018
22	SECTION AND DETAILS	4/14/2021
23	SECTION AND DETAILS	4/14/2021
24	UTILITY DETAILS	10/18/2018
25	UTILITY DETAILS	10/18/2018
26	UTILITY DETAILS	10/18/2018
27	BEST MANAGEMENT PRACTICE PLANS	4/14/2021
28	BEST MANAGEMENT PRACTICE DETAILS	7/1/2019
X01	SOD, SEED & MULCH EXHIBITS	4/14/2021
LP 101	LANDSCAPE PLANTING PLAN	4/16/2021
LP 102	LANDSCAPE PLANTING PLAN	11/15/2018
LP 501	LANDSCAPE DETAILS	11/15/2018
LP- 502	LANDSCAPE NOTES	11/15/2018
ELECTRICAL		
1	ELECTRICAL LEGEND AND GENERAL NOTES	4/16/2021
2	ELECTRICAL KEY SITE PLAN	4/16/2021
3	ELECTRICAL SITE LIGHTING	4/16/2021
4	ELECTRICAL SITE LIGHTING	4/16/2021
5	ELECTRICAL POWER AND SYSTEMS	4/16/2021
6	ELECTRICAL POWER AND SYSTEMS	4/16/2021
7	ELECTRICAL ONE LINE & PANELBOARDS	4/16/2021
8	ELECTRICAL ONE LINE & PANELBOARDS	4/16/2021
9	ELECTRICAL SPECIFICATIONS	4/16/2021
10	ELECTRICAL DETAILS	4/16/2021
11	ELECTRICAL DETAILS	4/16/2021
MECHANICAL		
1	MECHANICAL LEGEND AND GENERAL NOTES	4/16/2021
2	MECHANICAL FLOOR PLAN	4/16/2021
3	MECHANICAL SPECIFICATIONS	4/16/2021
PLUMBING		
1	PLUMBING LEGEND AND GENERAL NOTES	4/16/2021

2	PLUMBING FLOOR PLAN	4/16/2021
3	PLUMBING FLOOR PLAN	4/16/2021
4	PLUMBING SCHEDULE	4/16/2021
SPECIFICATIONS		
	SITework TECHNICAL SPECIFICATIONS	7/18/2019

EXHIBIT B

Allowance Items

1. Permit Fee & Utility Fee Allowance	\$150,000.00
2. FPL Allowance	\$50,000.00
3. Plumbing Allowance	\$10,000.00

EXHIBIT C

Assumption and Clarifications Made in Preparing the GMP

(See Attached)



CLARIFICATIONS AND QUALIFICATIONS - WASHINGTON PARK PHASE 1

1	The construction is based on a 10-month period for which time will not commence until the issuance of any and all applicable permits or authorizations.
2	Builders Risk Insurance allowance has been provided at this time.
3	The Pre-construction services are not included (and are not to be deducted from this GMP). They have been authorized under a separate agreement.
4	Irrigation and watering of plantings/sod/seed are not included in pricing. Manatee County to water as stated in the project plans.
5	There will be time extensions granted for all Acts of God and weather-related impacts that affect the field work. These types of impacts will be agreed upon and approved on a weekly basis.
6	It is strongly recommended that the 100% design achieve approval of the “permit redline and plan comment process” prior to the issuance of the final GMP proposal in order to avoid any time and budget related impacts resulting from all regulatory Authorities Having Jurisdiction (AHJ). AHJ’s include all state and local agencies including the Building, Fire, Water & Sanitary Sewer, Public Works and Electrical Power Authorities. Any modifications to the design as a direct result of AHJ permit pre-requisites, comments, issues, requirements or utility service authorization or approval may impact time and costs for all the scopes of work affected by the change or request such as the Electrical Agency requirements (easements for primary service, transformer type and location, equipment availability and mobilization lead time, etc.), Health Department requirements (request for design modification or project specific pre-requisites to the water system and sanitary sewer design, etc.), Fire Department requirements (fire main sizing, hydrant location, fire alarm modifications and post permit field, etc.).
7	A2 Group is not responsible for the purchase order or installation of the prefabricated restroom building. Building is to be Owner Direct Purchased by the County as a turn key package inclusive of installation. Additionally, A2 Group is not responsible for any certified payrolls requirements associated with the product installation. Lastly, A2 Group will not be responsible for any delays and time impacts associated with the delivery of the premanufactured restroom.
8	A2 Group is not responsible for the pre-manufactured pavilions order. Manatee County will be Owner Direct Purchasing the 2 pavilions and A2 Group will provide installation services under the GMP. A2 Group will not be responsible for any delays and time impacts associated with the delivery of the premanufactured pavilions.

9	Should any sedimentary rock or caprock, poor soil conditions, artesian or water effect, sinkhole or other geotechnical unknown issues be encountered during excavation have the potential to impact the work, the time and cost to address these unforeseen site conditions (specialized rock excavators, blasting, dewatering, well-points, cofferdam, grouting, etc.) will be considered additional to the Contract or GMP. This includes any unknown subsurface existing utility or its conflict with the proposed work.
10	Roadway restoration only in the depicted areas in the construction drawings. Any additional restoration efforts outside of the depicted areas will be additional.
11	Permit and utility fees are included as an allowance line item.
12	Builder's Risk allowance provided as a budgetary line item at this time.
13	Manufacturer Warranty for Restroom and Pavilions will be direct to the Owner through the Manufacturer.
14	FF&E Items are not included in this proposal (i.e., benches, bike racks, etc.)
15	The CM Contingency will not be used to supplement Allowance line items which are estimated maximum costs that have been agreed upon for the related scope of work as a result of discussions between the parties during the pre-construction coordination meetings. Increases to these allowances will be borne from the Owner's Contingency or the Owner's portion of any project cost savings.
16	Water during construction is to be provided by owner throughout construction. Pricing does not include cost for any temporary water sources.
17	Export of any unsuitable material per PSI Report (9/15/2020) is not included in pricing.

STORED MATERIALS- WASHINGTON PARK PHASE 1 PROJECT

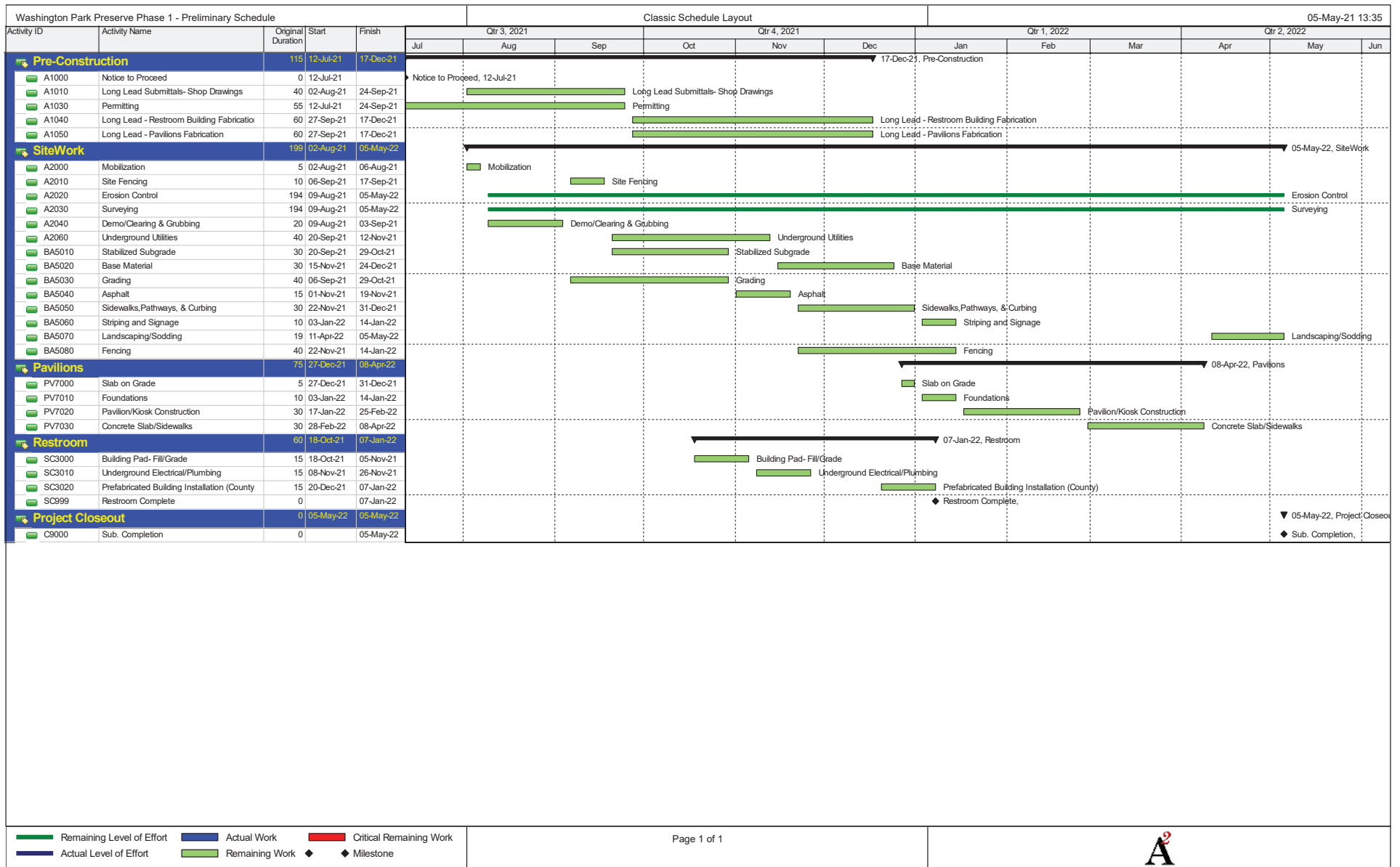
#	Item	STORED LOCATION
1	Water/Sewer/Drainage Pipe and Misc Materials	Project Site - Fenced/Container
2	Gates & Fencing	Project Site - Fenced
3	Electrical (Conduits, Lighting, Wire, Misc Materials)	Projecte Site - Fenced/Container
4	Site Furnishings	Project Site - Containers
5	Drainage Structures	Project Site - Fenced

EXHIBIT D

Project Schedule

Project duration will be 300 calendar days from the date of Notice to Proceed to the date of Substantial Completion.

EXHIBIT D



■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone



EXHIBIT E

Alternate Prices

Not Applicable

EXHIBIT F

Unit Prices

Not Applicable

EXHIBIT G

Affidavit of No Conflict

Exhibit/Attachment No. G AFFIDAVIT OF NO CONFLICT

STATE OF Florida

COUNTY OF Miami-Dade

BEFORE ME, the undersigned authority, this day personally appeared

German Rey, Jr. [Insert Name], as

Vice President [Insert Title] of

A2 Group, Inc. [Insert Company Name],

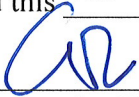
with full authority to bind, (hereinafter referred to as Company) who being first duly sworn,

deposes and says that Company:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require Company to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

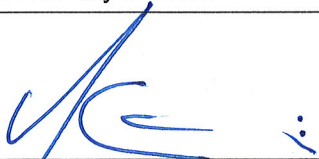
Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. AGREEMENT No. 19- R072242SAM for CONSTRUCTION MANAGEMENT AT RISK SERVICES

Dated this 18th day of May, 2021.



Signature of Affiant

The foregoing instrument was sworn to and acknowledged before me this 18th day of May, 2021, by German Rey, Jr., as Vice President of A2 Group, Inc.. He / she is personally known to me or has produced _____ personally Known _____ as identification.



Notary Public, State of Florida at Large

Commission No. _____



EXHIBIT H

Certificate of Insurance

The separately provided Certificate of Insurance is hereby incorporated as Exhibit H of same.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CAL Risk Management 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Lori B. Gleason
	PHONE (A/C, No, Ext): (561) 776-9001
	FAX (A/C, No): (561) 427-6730
	E-MAIL ADDRESS: lgleason@callc.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Travelers Indemnity Co. of America
	INSURER B : Travelers Property & Casualty Co. of America
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED	CERTIFICATE NUMBER:	REVISION NUMBER:
----------------	----------------------------	-------------------------

A2 Group, Inc.
PO Box 432310
Miami, FL 33243-2310

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU & Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: \$10,000,000 Cap.	X		6607J451523	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		8105N811463	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Coverage \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP7J606758	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB7J455208	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFQ No. 19-R072242SAM Washington Park Preserve Phase I (CDBG) 914-84

Certificate holder is listed as additional insured including ongoing and completed operations for general liability per CGD246 on a primary & non-contributory basis and automobile liability when required by written contract. Waiver of subrogation applies to general liability, automobile, and workers' compensation for the additional insureds when required by written contract. Umbrella extends over general liability, auto liability, and employer's liability. Cancellation: 30-days' notice of cancellation applies except 10-days for non-payment of premium per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Manatee County Government
1112 Manatee Avenue W.
Bradenton, FL 34205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lori B. Gleason

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

EXHIBIT I

Payment and Performance Bond

**This is the *front page* of the performance/payment bond issued in compliance with
Florida Statute Chapter 255.05**

Surety Name: Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, Illinois 60196
847-605-6000

Bond Number: 9340885

Contractor Name: A2 Group, Inc.
17825 Murdock Circle, Suite B
Port Charlotte, FL 33948
941-456-7430

Owner Name: Manatee County
1112 Manatee Avenue West
Brandenton, FL 34205
941-748-4501

Project Description: Washington Park Preserve Phase 1, Manatee County FL

Legal Description of Property: Washington Park Preserve Phase 1, Manatee County FL

**This is the *front page* of the bond. All other pages are subsequent regardless of the
pre-printed numbers.**

MANATEE COUNTY GOVERNMENT, PUBLIC CONSTRUCTION BOND
NUMBER 9340885

BY THIS BOND,

We A2 Group, Inc., (Name of Contractor)

located at 17825 Murdock Circle, Suite B, Port Charlotte, FL 33948, (Address) as

Principal and Fidelity and Deposit Company of Maryland, (Name of Surety)

a corporation whose address is 1299 Zurich Way, Schaumburg, Illinois 60196

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$2,748,998.18, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND is that if Principal:

1. Performs Agreement No. 21-TA003726SAM, (Agreement) between Principal and County for construction of Washington Park Preserve Phase I, Manatee County, FL, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in the Agreement; and
 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement; and
 3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Agreement; and
 4. Performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement, then this bond is void; otherwise, it remains in full force.
- Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

THIS BOND IS HEREBY AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, ARE INCORPORATED HEREIN BY REFERENCE, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05, FLORIDA STATUTES.

Any changes in or under the Agreement documents and compliance or noncompliance with any formalities connected with the Agreement, or the changes, do not affect Surety's obligation under this bond.

DATED ON _____

CONTRACTOR AS PRINCIPAL

Company Name: A2 Group, Inc. (Print Name)

Signature: 

Printed Name and Title: Alberto J. Ribas

Date: _____

(Corporate Seal)



Company Name: Fidelity and Deposit Company of Maryland (Print Name)

Signature: 

Printed Name and Title: Layne Holmes, Attorney-In-Fact

Date: _____

(Corporate Seal)



SURETY AGENT OR BROKER

Company Name: Brown and Brown of Florida, Inc. (Print Name)

Address: 1201 W. Cypress Creek Road, Suite 130

Telephone: Fort Lauderdale, Florida 33309

Email: 954-776-2222

Licensed Florida Insurance Agent? Yes No

License No.: W119764

State of: Florida

County of: Broward

City of: Fort Lauderdale

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Layne A. HOLMES, Michael E. GORHAM, James F. MURPHY and Michael A. HOLMES, all of Ft. Lauderdale, Florida, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of April, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature in black ink, appearing to read 'Robert D. Murray', written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', written over a horizontal line.

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 7th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



A handwritten signature in black ink, appearing to read 'Constance A. Dunn', written over a horizontal line.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

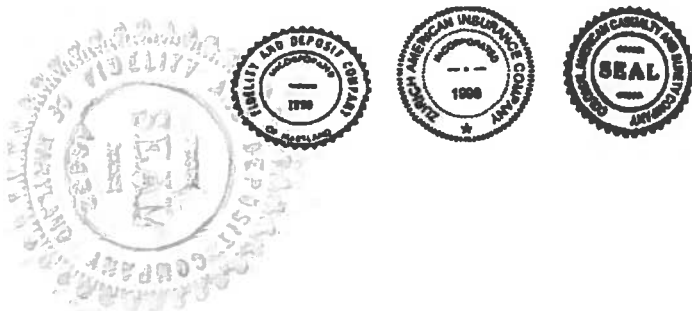
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

EXHIBIT J

Standard Forms

1. Application for Payment
2. Certified of Substantial Completion
3. Final Reconciliation / Warranty / Affidavit
4. Change Order

APPLICATION FOR PAYMENT

Request No.: _____ Project No.: _____
 Purchase Order No.: _____
 County Bid No.: _____
 Consultant: _____

Project: _____
 From: _____ To: _____

CONTRACT PAYMENT SUMMARY

Original Contract Amount:				\$	-
Change Order(s):				\$	-
Change order summary:					
Number	Date Approved	Additive	Deductive		
SUBTOTALS:		\$	-	\$	-
Net change order subtotal (Additive less Deductive):				\$	-
Current Contract Amount (CCA): (Original Amount + Change Order(s))				\$	-
		Previous Status	Total WIP		
Value of the Work in Place (WIP)	\$	-	\$	-	
Value of Stored Materials	\$	-	\$	-	
Total Earned (\$ and % of CCA)	\$	-	\$	-	
Retainage (\$ and % of CCA)	\$	-	\$	-	
Net Earned (Total earned minus retainage)				\$	-
TOTAL PREVIOUS PAYMENTS				\$	-
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)				\$	-

CONTRACTOR'S AFFIDAVIT OF NOTICE

CERTIFICATE: The undersigned CONTRACTOR certifies that all items and amounts shown on this Application for Payment are on account of work performed, materials supplied and/or materials stored on site and paid for by Contractor in accordance with the Contract Documents with due consideration for previous Payment(s), if any, received by the Contractor from the County, and that the Amount Due this Payment shown is now due.

NOTARY:

CONTRACTOR:

State of Florida, County of _____
 Sworn to (or affirmed) and subscribed before me
 this _____ day of _____ by

 (Name of person giving notice)

 (Signature of Notary Public - State of Florida)
 Print, Type or Stamp Commissioned Name of
 Notary Public:
 Personally Known _____ or Produced Identification _____
 Type of Identification Produced: _____

 Name of person authorized to sign Affidavit of Notice

 TITLE
 Contractor name, address and telephone no.:

VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS

(Signatures)

(Date)

Quantities verified by: _____
 Consultant/Engineer: _____
 Project Management: _____
 Department Head: _____
 Payment approved by the
 Board of County Commissioners: _____
 Attested to by the Clerk of Circuit Court: _____

**FINAL RECONCILIATION, WARRANTY PERIOD DECLARATION
AND CONTRACTOR'S AFFIDAVIT**

Project Title:	Date Submitted:
----------------	-----------------

Contractor Data: Name: Address: City/State/Zip:	Project No:
	Warranty (months):

This Final Reconciliation is for the work performed for Manatee County by the above named contractor, hereinafter called CONTRACTOR, pursuant to the contract dated _____ as amended, and acts as an addendum thereto.

It is agreed that all quantities and prices in the attached Final Pay Estimate No. _____ are correct and that the amount of \$ _____ including retainage is due to the CONTRACTOR, that no claims are outstanding as between the parties, and that the above stated sum represents the entirety of monies owed the CONTRACTOR.

It is further agreed that the warranty period for CONTRACTOR'S work pursuant to the Contract is from _____ to _____

As (title) _____ for CONTRACTOR, I have authority to bind said CONTRACTOR, and as such make this final reconciliation, declaration and affidavit for the purpose of inducing Manatee County to make final payment to CONTRACTOR for work done at/upon _____ under said contract:

CONTRACTOR has paid all social security and withholding taxes accrued in connection with the construction project.

CONTRACTOR has paid all workers' compensation and other insurance premiums incurred in connection with this construction project.

CONTRACTOR has paid for all required permits in connection with this construction project.

All laborers, material, men, suppliers, subcontractors and service professionals who worked for and/or supplied materials, equipment and/or services to the CONTRACTOR under this construction contract have been paid in full.

(Affiant Signature)

NOTARY:
State of Florida, County of _____, Sworn to (or affirmed) and subscribed before me this _____ day of _____, _____, by _____ (person giving notice).

Signature of Notary Public - State of Florida: _____
Print, Type or Stamp Commissioned Name of Notary Public:

Personally Known or Produced Identification
Type of Identification Produced _____

CONTRACT CHANGE ORDER

(for Total Contract Adjusted Amount Greater than \$1,000,000)

PROJECT: _____

Change Order No.: _____

**Contract Amount
(Present Value)** _____

Project Number: _____

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE

BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.

TOTAL DECREASE: _____

TOTAL INCREASE: _____

Contractor: _____
Address: _____
City / State: _____

Contractor Signature: _____ **Date:** _____

THE NET CHANGE OF
 ADJUSTS THE CURRENT CONTRACT AMOUNT FROM _____
 TO _____
 _____ CALENDAR DAYS ARE ADDED TO THE SCHEDULE
 WHICH CHANGES THE FINAL COMPLETION DATE TO
 MONTH DAY, YEAR

RECOMMENDATION, CONCURRENCES AND APPROVALS

SIGNATURES

DATE

Consultant / Engineer: _____

Project Manager: _____

Division Manager: _____

Project Management Division Manager

Manatee County Purchasing: _____

Purchasing Official

Authority to execute this contract per Manatee County Code, Chapter 2-26,
 and per the delegation by the County Administrator effective 1/26/2009

JUSTIFICATION FOR CHANGE

Change Order No :

Project Number:

1. NECESSITY FOR CHANGE:



2. Is change an alternate bid? (If yes, explain)

3. Does change substantially alter the physical size of the project? (If yes, explain)

4 Effect of this change on other "Prime" contractors?

5 Has the Surety and insurance company been notified, if applicable? **CONTRACTOR RESPONSIBILITY**

Project Map

Washington Park Preserve Phase I, Agreement No. 19-R072242SAM

Project Map





Board of County Commissioners
June 8, 2021 - Regular Meeting

SUBJECT

EXECUTION OF GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO AGREEMENT NO. 19-R072242SAM FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE WASHINGTON PARK PRESERVE PHASE I PROJECT; ADOPTION OF BUDGET RESOLUTION B-21-084

Category

REGULAR

Briefings

None

Contact and/or Presenter Information

Contact: Sherri Meier, Procurement Team Leader, Financial Management Department, Procurement Division, Ext. 3042

Presenters: Jean Totti, Project Manager, Ext. 3893, and Tom Yarger, Construction Services Manager, Ext. 3003, Property Management Department, Construction Services Division

Action Requested

Authorize the Procurement Official, or designee, to execute the Guaranteed Maximum Price (GMP) Addendum to Agreement No. 19-R072242SAM, Construction Management at Risk Services for the Washington Park Preserve Phase I project with A2 Group, Inc., in the not-to-exceed amount of \$2,748,998.18 with a construction schedule of 300 calendar days and accept and date the Public Construction Bond.

Adopt Budget Resolution B-21-084 amending the annual budget for Manatee County, FL, for fiscal year 2021. This budget amendment adjusts the FY21-25 CIP.

Enabling/Regulating Authority

Manatee County Code of Laws

Background Discussion

The GMP Addendum to Agreement No. 19-R072242SAM provides for a guaranteed maximum price of \$2,748,998.18 for the Washington Park Preserve project that consists of utilizing 11.50

acres of the passive park for the construction of a playground, two pavilions, parking lot, and other park amenities including sidewalk, bike racks, and landscaping.

Procurement History

On January 7, 2020, the County executed an Agreement for Construction Management at Risk Services for the Washington Park Preserve Phase I project with A2 Group, Inc. (Construction Manager) at a not-to-exceed amount of \$57,000.00 for pre-construction services and the development of a Guaranteed Maximum price (GMP) and schedule for construction.

The GMP Addendum to Agreement No. 19-R072242SAM provides for a guaranteed maximum price to be paid to the Construction Manager for all services rendered and all costs and expenses incurred in connection with the construction of the project at a not-to-exceed amount of \$2,748,998.18 with a construction schedule of 300 calendar days.

Budget Amendment BA-21-084 transfers \$1,600,000.00 from reserve in the Parks and Natural Resources Impact Fees - Unincorporated Capital Projects fund to the Washington Park I - Park Amenities project to award Guaranteed Maximum Price (GMP) for construction and associated costs.

Attorney Review

Not Reviewed (Utilizes exact document or procedure approved within the last 18 months)

Instructions to Board Records

Original to Board Records.

[Emailed 6/10/2021](#)

Copies to:

- A2 Group, Inc.: A. J. Ribas (ribasaj@a2group.com) / Traci Jacobs (jacobst@a2group.com)
- Property Management Department: Jean Totti (jean.totti@mymanatee.org) / Marjorie Cruz (marjorie.cruz@mymanatee.org)
- Procurement Division: Sherri Meier (sherri.adamsmeier@mymanatee.org) / (approvedeagendas@mymanatee.org)

Signed copies of resolution to budget@mymanatee.org

Cost and Funds Source Account Number and Name

\$2,748,998.18 / IST & Impact Fees / 3406012618 through 340601262-534000, 3856012611-531000, 8526012611-531000

Amount and Frequency of Recurring Costs

N/A