AGREEMENT No. 26-R090658TC

STREET SWEEPING SERVICES

between

MANATEE COUNTY
(COUNTY)

and

UNITED SWEEPING, LLC
(CONTRACTOR)

AGREEMENT FOR STREET SWEEPING SERVICES

THIS AGREEMENT is made and entered into as of this 1st day of November, 2026 ("Effective Date"), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (**"COUNTY"**), whose office is 1112 Manatee Avenue West, Bradenton, Florida 34205, and **UNITED SWEEPING, LLC**, a Florida limited liability company, (**"CONTRACTOR")** whose address is 10151 University Blvd, Suite 182, Orlando, FL 32817, and who is duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, CONTRACTOR engages in the business of street sweeping services; and

WHEREAS, COUNTY issued Invitation for bid (IFB) No. 26-R090658TC, titled "Street Sweeping Services," in accordance with the Manatee County Procurement Code and all applicable procurement requirements, and following a competitive selection process, CONTRACTOR was selected for award of this Agreement; and

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

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

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and five (5) 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 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 for an initial term

of three (3) years, unless terminated by COUNTY pursuant to Article 9.

B. COUNTY reserves the right to extend the initial term of three (3) years for an additional one (1), three (3)-year period.

ARTICLE 4. COMPENSATION

A. CONTRACTOR shall be compensated for the Services and all expenditures incurred in providing the Services.

B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.

B. COUNTY shall approve of all invoices prior to payment.

C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable.

D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.

E. All costs of providing the Services shall be the responsibility of CONTRACTOR.

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

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.

B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of

this Agreement.

C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.

D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.

E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.

F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.

H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.

I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR’S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY’S use of this provision will be valid.

J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given advance written notice thereof.

B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Services.

C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.

D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.

E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.

F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

    a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
    b. Failure to perform the Services within the time specified in this Agreement; or

c. Work that is at a rate that disrupts the overall performance of this Agreement.

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

   a. Stop the Services on the date and to the extent specified;
   b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
   c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
   d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the Services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition

services necessary to shift the Services to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;

B. Executing the Transition Services plan activities;

C. Answering questions regarding the Services on an as-needed basis; and

D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 11. DISPUTE RESOLUTION

A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official.

B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 12. COMPLIANCE WITH LAWS

All Services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

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

B. CONTRACTOR shall provide COUNTY all information, reports, records and documents

required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 15. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.

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

C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.

D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S

custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

BY PHONE:	**941.742.5845**
BY EMAIL:	**PUBLIC.RECORDS@MYMANATEE.ORG**
BY MAIL:	**PO BOX 1000**
	BRADENTON, FLORIDA 34206
IN PERSON:	**MANATEE COUNTY**
	ATTN: RECORDS MANAGER
	1112 MANATEE AVENUE WEST
	BRADENTON FL 34205

ARTICLE 16. INDEMNIFICATION

A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 18. INSURANCE

A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit E**, during the term of this Agreement, to include any renewal terms.

B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit 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 as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit E**, including coverage for all Services completed under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 19. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 20. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 21. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Gabriel Vitale, Officer

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

ARTICLE 22. SUB-CONTRACTORS

If it is determined by either party that a sub-contractor will be required in order to complete the services as described in **Exhibit A**, CONTRACTOR shall request the use of a sub-contractor in writing and receive prior written approval from COUNTY.

ARTICLE 23. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of the Services.

ARTICLE 24. 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
Property Management
Attn: Property Management Contracts Manager
5511 39th St East
Bradenton, FL 34203
Phone: (941) 708-7450, Ext. 7234
Email: jeffrey.bare@mymanatee.org

To CONTRACTOR: United Sweeping, LLC

Attn: Officer
10151 University Blvd, Suite 182
Orlando, FL 32817
Phone: (561) 943-1309
Email: info@unitedsweep.com

ARTICLE 25. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 26. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or Services required hereunder.

ARTICLE 27. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

ARTICLE 28. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 29. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 30. 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 31. 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 32. 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 33. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

ARTICLE 34. 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 35. 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 36. 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 37. 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 38. 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 39. E-VERIFY

The CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR or subcontractor. The CONTRACTOR hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONTRACTOR shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor shall provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

ARTICLE 40. FUNDS FOR IDENTIFICATION DOCUMENTS

No funds provided by the COUNTY pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

ARTICLE 41. ANTI-HUMAN TRAFFICKING

CONTRACTOR shall provide County with a sworn affidavit signed by an officer or a representative of CONTRACTOR under penalty of perjury attesting that CONTRACTOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

ARTICLE 42. 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.

UNITED SWEEPING, LLC

By: Gabriel Vitale

Printed Name: Gabriel Vitale

Title: Officer

Date: 9/9/26

MANATEE COUNTY, a political subdivision of the State of Florida

Brent Sargent, CPPO, CPPB, NIGP-CPP, FCCM, FCCN

Digitally signed by Brent Sargent, CPPO, CPPB, NIGP-CPP, FCCM, FCCN
Date: 2026.10.20 13:16:07 -04'00'

Purchasing Official

Date: 10/20/2026

EXHIBIT A, SCOPE OF SERVICES

EXHIBIT A, SCOPE OF SERVICES
AGREEMENT NO. 26-R090658TC

1.01 BACKGROUND INFORMATION

The County requires ongoing street sweeping services to support environmental stewardship, and compliance with applicable stormwater pollution prevention requirements. Services shall include the removal of litter, leaves, dirt, sand, and other debris from designated streets, bridges, gutters, medians, and bicycle lanes throughout the County.

The estimated annual expenditure for these services is approximately $500,000; however, no minimum quantity of work is guaranteed under the Agreement.

1.02 SCOPE

Successful Bidder (hereinafter in this Scope referred to as "Contractor") shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide complete street sweeping services that will meet the requirements of the Agreement.

1.03 GENERAL REQUIREMENTS

Contractor shall provide the following requirements:

A. Perform sweeping services that leave streets, bridges, gutters, medians, and bicycle lanes free of visible debris, litter, leaves, dirt, and sand.
B. Utilize personnel trained and experienced in street sweeping operations.
C. Perform all scheduled day and night sweeping on designated bridges, roadways with curbed medians, and bicycle lanes.
D. Sweep in the same direction as traffic.
E. Conduct all operations in accordance with applicable federal, state, and local laws, regulations, and safety requirements.
F. Remove debris and obstructions that interfere with sweeping operations at no additional cost to the County.
G. Operate sweepers at manufacturer-recommended operating speeds or slower as necessary to achieve effective debris collection. Residential sweeping speeds shall not exceed 10 mph unless otherwise approved by the County.
H. Minimize disruption to vehicle and pedestrian traffic and maintain access to public and private property.
I. Areas obstructed from access shall be documented with: (1) a time-stamped photograph; and (2) notation on the daily report A second attempt on another day must be attempted. If the road is still blocked, please document with an additional picture. Such documented roads shall be considered completed work for payment purposes.
J. Report citizen complaints or service requests received directly by the Contractor, including contact information when available.
K. Dispose of collected debris in accordance with all applicable environmental laws and regulations.
L. Bear all costs associated with storage, transportation, and disposal of collected material.
M. Provide out-of-cycle sweeping within seventy-two (72) hours of County request.

N. When property is damaged by Contractor, the Contractor shall:
    - Report all property damage to the County Risk Management Division at (941) 745-3750 and the CCA no later than the end of the business day on which the damage occurs.
    - Repair all Contractor-caused damage at no cost to the County within ten (10) business days unless otherwise approved by the County.

1.04 CURB MILES, SWEEPING FREQUENCY AND HOURS

A. The County shall maintain and provide the official inventory of roads to be swept. Routes are categorized as:
    - Connector Roads
    - Residential Roads (Zones 1-15)
    - The current route locations and descriptions are provided in Attachment – Route Book
B. Current curb miles inventory consists of approximately 1,583 curb miles as follows:
    - Connector Roads (Night Sweeping) 404.32 miles
    - Residential Roads (Day Sweeping) 1,179.18 miles
    - The quantities listed are current miles only and may be increased or decreased by the County at any time during the term of the Agreement.
C. Connector Roads
    - Swept twelve (12) times annually
    - Sweep cycle shall occur approximately every thirty (30) days
    - Sweeping shall be performed between 7:00 PM and 7:00 AM
D. Residential Route (Zones 1 – Zone 15)
    - Swept eight (8) times annually
    - Sweep cycle shall occur approximately every forty-five (45) days
    - Sweeping shall be performed between 7:00 AM and 5:00 PM
E. Holiday Restrictions.
    - Sweeping operations shall not be performed on County-observed holidays unless specifically authorized in writing by the County Contract Administrator (CCA).
F. Trash Collection Day Restrictions
    - The Contractor shall not perform sweeping operations on routes scheduled for residential trash or recycling collection as identified in Exhibit 4, Street Sweeping Route Book.

1.05 SERVICE REQUIREMENTS

Contractor services shall include but not be limited to:

A. Sweep all designated areas including, but not limited to:
    - Curbs and gutters
    - Miami curb
    - Bridge decks and bridge curbs
    - Bicycle lanes and paths
    - Turning lanes
    - Gore areas

- Bi-directional lanes
- Median shoulders
- Outside paved shoulders
- Highway interchange ramps with paved shoulders exceeding (12) inches in width
- Barrier walls and associated paved areas

B. Sweep around obstacles such as parked vehicles, basketball goals, and low-hanging tree limbs. The Contractor shall note such obstacles on the daily report. Such documented areas shall be considered completed work for payment purposes.
C. Notify the CCA of impediments to sweeping.
D. Document roadway hazards that cannot be collected by sweeping equipment.
E. Immediately report hazards presenting a threat to motorists or pedestrians to the County via 311 or the designated County contact.
F. Submit daily activity reports via email to the CCA no later than 8:00 AM on the next business day following operations.
G. Daily report shall include, at a minimum:
    - Date and time of operation
    - Route and location swept
    - Street names and GPS coordinates
    - Sweeper operating speed
    - Broom engagement records
    - Vacuum engagement records
    - Water usage, source location and quantity used
    - Hopper full notifications
    - Disposal location and time of unloading
    - Total volume collected by zone
H. Provide disposal documentation and weigh tickets for all collected materials. Weigh tickets are required for National Pollutant Discharge Elimination System (NPDES) compliance. Trash and sweepings shall be tracked and reported separately when required.

1.06 TECHNICAL REQUIREMENTS

Contractor services shall meet the following technical specifications:

A. Furnish all the necessary equipment to complete the work within required schedules.
B. Be responsible for all operating, maintenance, repair, and replacement costs.
C. Maintain equipment in safe operating condition and in accordance with manufacturer specifications.
D. Ensure sweepers are not operated once hopper capacity has been reached.
E. Equip all sweepers utilizing hydrant water sources with approved metered backflow prevention assemblies. The use of a portable water meter is required when utilizing a County hydrant. The portable water meter is available through Manatee County Utilities Department.
F. Apply water continuously during sweeping operations whenever brooms are engaged.
G. Ensure all equipment complies with the current edition of the Florida Department of Transportation (FDOT) adopted Manual on Uniform Traffic Control Devices (MUTCD).
H. Equip all sweepers with telematics capable of providing GPS and operational reporting data required by this Agreement.

I. Equip sweepers with operational warning beacons and provide shadow vehicles, attenuators, arrow boards, and traffic control devices as required by FDOT standards. An attenuator vehicle shall be required on roadways with four (4) or more lanes and posted speed limits exceeding thirty-five (35) miles per hour.
J. Operate equipment in a manner that prevents damage to pavement, curbs, landscaping, utilities, and other public or private property.

1.07 EXPECTED OUTCOMES OR DELIVERABLES

Contractor shall include but not be limited to:

A. Perform additional sweeping passes as necessary to remove debris from intersections, medians, turn lanes, cul-de-sacs, and other expanded paved areas at no additional cost.
B. Multiple passes required to achieve acceptable cleanliness shall not result in additional compensation.
C. Re-sweep deficient areas identified by the County within three (3) business days of notification at no additional cost.
D. Deficiencies identified during nighttime operations must be corrected during nighttime sweeping hours.
E. Deficiencies identified during daytime operations must be corrected during daytime sweeping hours.
F. Meet the County's visual cleanliness standard, which requires no visible accumulation of litter, debris, sand trails, leaf piles, or dirt following completion of sweeping.
G. Compensation shall be based solely on the firm fixed unit prices bid per curb mile actually authorized and satisfactorily completed. No additional compensation shall be paid for mobilization, multiple passes, traffic control, disposal, documentation, equipment, labor, or incidental costs.
H. Invoices may be submitted upon completion of the Connector Road Route cycle and the Residential Route cycle (Zone 1 through Zone 15).
I. Payment shall include all labor, equipment, mobilization, traffic control, disposal, reporting, and incidental costs necessary to complete the work.
J. Acceptance shall be based on County inspection and compliance with performance standards.

1.08 COUNTY RESPONSIBILITIES AND RIGHTS

A. The County may inspect completed work after receipt of the Contractor's report.
B. Inspection activities shall verify compliance with schedules, specifications, and quality standards.
C. Deficiencies shall be documented and transmitted to the Contractor by email.
D. Inspection reports shall identify the location and nature of deficiencies.
E. Self-perform emergency or special-event sweeping.
F. Perform supplemental sweeping with County resources.
G. Add, remove, or modify route locations.
H. Inspect and reject equipment deemed unsuitable for service.
I. Inspect water withdrawal and backflow prevention practices.

J. Determine whether extenuating circumstances justify delays in performance. Equipment failures, staffing shortages, or Contractor scheduling conflicts shall not constitute extenuating circumstances.
K. The County reserves the right to add, modify, or delete streets and route segments during the term of the Agreement. Revised route inventories shall be provided to the Contractor in writing and incorporated into the regular service schedule.

1.09 ACCESSIBILITY

Contractor 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 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

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

END OF EXHIBIT 1

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

Fees for the goods and services detailed in this Agreement shall be as indicated in this **Exhibit B**.

[Remainder of page intentionally left blank]

EXHIBIT B, FEE RATE SCHEDULE
AGREEMENT NO.26-R090658TC

GROUP 1: CONNECTOR ROADS NIGHT SWEEPS PER MILE			
ITEM	**DESCRIPTION**	**ZONE MILES**	**UNIT PRICE**
1	CONNECTORS	404.32	$35.89
GROUP 2: RESIDENTIAL SWEEPS PER MILE			
ITEM	**DESCRIPTION**	**ZONE MILES**	**UNIT PRICE**
1	ZONE 1	56.74	$31.43
2	ZONE 2	104.57	$31.43
3	ZONE 3	65.39	$31.43
4	ZONE 4	39.46	$31.43
5	ZONE 5	69.84	$31.43
6	ZONE 6	86.56	$31.43
7	ZONE 7	105.33	$31.43
8	ZONE 8	92.44	$31.43
9	ZONE 9	94.84	$31.43
10	ZONE 10	62.07	$31.43
11	ZONE 11	66.13	$31.43
12	ZONE 12	50.73	$31.43
13	ZONE 13	70.35	$31.43
14	ZONE 14	109.81	$31.43
15	ZONE 15	104.92	$31.43
GROUP 3: SPECIAL SERVICES			
ITEM	**DESCRIPTION**	**ZONE MILES**	**UNIT PRICE**
1	HOURLY PRICE	200	$60.00

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Orange

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Gabriel Vitale, as [INSERT TITLE] President of [INSERT CONTRACTOR NAME] United Sweeping, LLC, (hereinafter "CONTRACTOR") with full authority to bind CONTRACTOR, who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 26-R0906581C for Street Sweeping Services

DATED this 11th day of September, 20____.

CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 11 day of SEPT, 20 26, by [NAME] GABRIEL VITALE, as [TITLE] OFFICER of [CONTRACTOR] UNITED SWEEPING, LLC. He / She is personally known to me or has produced DL [TYPE OF IDENTIFICATION] as identification.

Notary Signature
Commission No. HH780251

Notary Public State of Florida
Matthew Ford
My Commission HH 780251
Expires 3/17/2030

Please return this completed and signed exhibit with your agreement.

EXHIBIT D, ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

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

1. My name is Gabriel Vitale of UnitedSweeping. 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

Notary Public State of Florida
Matthew Ford
My Commission HH 780251
Expires 3/17/2030

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 17 day of SEPT, 2026, by GABRIEL VITALE, who

☐ is personally known to me or
☒ has produced DL as identification.

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

Signature of Notary Public

My Commission Expires: 3/17/30

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

Please return this completed and signed exhibit with your agreement

EXHIBIT E,
INSURANCE REQUIREMENTS
AGREEMENT NO. 26-R090658TC

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverage is the sole responsibility of Contractor/Consultant. The Contractor/Consultant shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard **ACORD** form (inclusive of any amounts provided by an umbrella or excess policy):

REQUIRED INSURANCES FOR ALL AGREEMENTS:

1. ☒ **Commercial General Liability Insurance:**

(Per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed to 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
- $ 5,000 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.

2. ☒ **Employer's Liability Insurance:**

Coverage limits of not less than:

- $100,000 Bodily Injury by Accident {Each Accident}
- $100,000 Bodily Injury by Disease {Each Employee}
- $500,000 Bodily Injury by Disease {Policy Aggregate}

3. ☒ **Worker's Compensation Insurance:**

☐ **US Longshoremen & Harbor Workers Act Coverage**

☐ **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 include 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. If claiming an exemption, an exemption certificate issued by the State of Florida must be provided. The exemption certificate is only approved for the individual named on the certificate.

OTHER INSURANCES THAT MAY BE REQUIRED:

4. ☒ **Automobile Liability Insurance:**

Coverage shall be afforded under a per occurrence policy form, including coverage for all owned, hired, and non-owned vehicles for bodily injury and property damage, policy shall be endorsed to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits 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.

5. ☐ **Aircraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed to 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

6. ☐ **Unmanned 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

7. ☐ **Installation Floater Insurance**

When the 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 is required. Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed to 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)

8. ☐ **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 Agreement. Limits must not be less than:

- $ _____ Bodily Injury and Property Damage Each Occurrence
- $ _____ General Aggregate

9. ☐ **Builder's Risk Insurance**

When the 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 to 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.

10. ☐ **Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed to 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

11. ☐ **Hazardous Materials Insurance**

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 to 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 Agreement. Limits must not be less than:

☐ ***Pollution Liability:***

- Amount equal to the value of the Agreement, 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 Agreement):***

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

☐ ***Disposal:***

When applicable, Contractor/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 Agreement, 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 Agreement, subject to a $1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim, and an aggregate.

12. ☐ **Hazardous Waste Transportation Insurance:**

Contractor/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 to 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 Agreement. Limits must not be less than:

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

13. ☐ **Liquor Liability Insurance:**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed to 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

14. ☐ **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 Agreement.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed to 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.

15. ☐ **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 to name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the Contractor/Consultant's care, custody, and control.

16. ☐ **Hull and Watercraft Liability Insurance:**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed to 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
- $ _____Medical Expense
- $ _____ Third Party Property Damage
- $ _____ Project Specific Aggregate (Required on projects valued at over 10,000,000)

17. ☐ **Other (Please Specify)**

BOND REQUIREMENTS:

☐ **Bid Bond:**

A Bid Bond in the amount of $_____ or ____% of the total offer shall be submitted with the sealed response and shall include project name, project number, location, and address.

In lieu of the bond, the Contractor/Consultant 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 Contractor/Consultant 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. All policies shall contain, or be endorsed to contain, the following provisions:

a. **"Manatee County, a Political Subdivision of the State of Florida,"** shall be named as an Additional Insured in respect to liability arising out of activities performed by or on behalf of the Contractor/Consultant, his agents, representatives, and employees; products and completed operations of the Contractor/Consultant; automobiles owned, leased, hired, or borrowed by the Contractor/Consultant, and as required per the above specific insurance requirements. The coverage(s) shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees, or volunteers. This subsection a. not applicable to [list any policies that are NOT liability].

b. A Certificate of Insurance shall be provided to the County and shall include the endorsement that evidences the 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.

c. The Contractor/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 in excess of Contractor/Consultant's insurance and shall be non-contributory.

d. The insurance policies shall be on an occurrence form, unless specifically noted otherwise.

e. Contractor/Consultant's insurer shall agree to waive all rights of subrogation against the County, its officials, employees, and volunteers for losses arising from work performed by the Contractor/Consultant for the County.

f. Prior to the execution of an Agreement, or issuance of a Purchase Order, Contractor/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 Agreement number, and title or description) for all required coverages and evidencing the applicable coverages, as set forth above, name "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured. The address where such certificates shall be sent or delivered is as follows unless otherwise provided:

Manatee County, a Political Subdivision of the State of Florida
Attn: Procurement Division

9000 Town Center Parkway
Lakewood Ranch, FL 34202

g. Annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as the Agreement remains in effect, Contractor/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 Agreement number, and title or description) for all required coverages and evidencing the applicable coverages, as set forth above, name "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured.

In addition, when requested in writing from the County, Contractor/Consultant shall provide the County with a certified copy of all requested insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:

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

h. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.

i. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) to the County's representative that the aggregate limit has not been eroded when supplying the Certificate of Insurance.

j. Contractor/Consultant shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to the County's representative including solicitation number and title with all notices.

k. Contractor/Consultant agrees that should at any time Contractor/Consultant fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Agreement.

l. The Contractor/Consultant waives all subrogation rights against "Manatee County, a Political Subdivision of the State of Florida," for all losses or damages which occur during, or arise from, the Agreement, whether the suit is brought during the Agreement period or not.

m. The Contractor/Consultant has sole responsibility for all insurance premiums and policy deductibles.

n. It is the Contractor/Consultant's responsibility to ensure that his agents, representatives, and sub-contractor comply with the insurance requirements set forth herein. Contractor/Consultant shall include his agents, representatives, and sub-contractor/consultants working on the project or at the worksite as insured under its policies, or Contractor/Consultant shall furnish separate Certificates of Insurance and endorsements naming "Manatee County, a political subdivision of the State of Florida" as an Additional Insured for each agent, representative, and sub-Contractor/Consultant working on the project or at the worksite. All coverage for agents, representatives, and sub-contractor/consultants shall be subject to all the same requirements set forth herein.

o. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Contractor/Consultant's deductible or self-insured retention and to require that it be reduced or eliminated.

II. Contractor/Consultant understands and agrees that the types and limits of coverages listed herein 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 the insurance coverages and/or Additional Insured status shall not be construed as a waiver of Contractor/Consultant's obligation to provide and maintain the insurance coverages specified.

III. Contractor/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.

IV. The enclosed Hold Harmless Agreement shall be signed by the Contractor/Consultant and shall become a part of the Agreement.

V. No award shall be made until the Procurement Division has received the Certificate of Insurance, Endorsements, and signed Hold Harmless Agreement in accordance with this section.

INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the insurance requirements resulting from this Agreement and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Contractor/Consultant Name: United Sweeping, LLC Date: 9/11/26

Signature (Authorized Official): [signature]

Printed Name/Title: Gabriel Vitale

Insurance Agency: Pontell Insurance

Agent Name: Stephen Daskalis Agent Phone: 407-756-8895

Please return this complete and signed statement with your agreement.

MANATEE COUNTY, a Political Subdivision of the State of Florida
Indemnity and Hold Harmless

Contractor/Consultant shall defend, indemnify and hold harmless the County, its officers, agents, employees, volunteers, representatives, and assigns from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of Contractor/Consultant, its officers, employees, representatives, and/or agents' performance or non-performance of its obligations under the Agreement. Contractor/Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the duty to defend the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of this indemnity, hold harmless, and indemnification contractual obligation, in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Consultant of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this exhibit of the Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes or waive the County's sovereign immunity to the extent applicable.

AGREEMENT NO. AND NAME	26-R090658TC
INSURANCE AGENT	Pontell Insurance
CONTRACTOR/CONSULTANT SIGNATURE AND DATE	9-11-26

Acknowledgement:

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11 day of SEPTEMBER, 2026 by MATTHEW FORD [YOUR FULL LEGAL NAME], who is personally known to me or who has produced DL as identification.

Notary Signature:

Print Name: MATTHEW FORD

Notary Public State of Florida
Matthew Ford
My Commission HH 780251
Expires 3/17/2030

BID TABULATION

IFB 26-R090658TC

			Bomac Construction Services, Inc. dba GH Street Sweeping		United Sweeping, LLC		USA Services of Florida, LLC	
GROUP 1: CONNECTOR ROADS NIGHT SWEEPS PER MILE								
ITEM	**DESCRIPTION**	**ZONE MILES**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
1	CONNECTORS	404.32	$35.00	$14,151.20	$35.89	$14,511.04	$36.79	$14,874.93
GROUP 1: SUBTOTAL			**$14,151.20**		**$14,511.04**		**$14,874.93**	
GROUP 2: RESIDENTIAL SWEEPS PER MILE								
ITEM	**DESCRIPTION**	**ZONE MILES**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
1	ZONE 1	56.74	$35.00	$1,985.90	$31.43	$1,783.34	$36.79	$2,087.46
2	ZONE 2	104.57	$35.00	$3,659.95	$31.43	$3,286.64	$36.79	$3,847.13
3	ZONE 3	65.39	$35.00	$2,288.65	$31.43	$2,055.21	$36.79	$2,405.70
4	ZONE 4	39.46	$35.00	$1,381.10	$31.43	$1,240.23	$36.79	$1,451.73
5	ZONE 5	69.84	$35.00	$2,444.40	$31.43	$2,195.07	$36.79	$2,569.41
6	ZONE 6	86.56	$35.00	$3,029.60	$31.43	$2,720.58	$36.79	$3,184.54
7	ZONE 7	105.33	$35.00	$3,686.55	$31.43	$3,310.52	$36.79	$3,875.09
8	ZONE 8	92.44	$35.00	$3,235.40	$31.43	$2,905.39	$36.79	$3,400.87
9	ZONE 9	94.84	$35.00	$3,319.40	$31.43	$2,980.82	$36.79	$3,489.16
10	ZONE 10	62.07	$35.00	$2,172.45	$31.43	$1,950.86	$36.79	$2,283.56
11	ZONE 11	66.13	$35.00	$2,314.55	$31.43	$2,078.47	$36.79	$2,432.92
12	ZONE 12	50.73	$35.00	$1,775.55	$31.43	$1,594.44	$36.79	$1,866.36
13	ZONE 13	70.35	$35.00	$2,462.25	$31.43	$2,211.10	$36.79	$2,588.18
14	ZONE 14	109.81	$35.00	$3,843.35	$31.43	$3,451.33	$36.79	$4,039.91
15	ZONE 15	104.92	$35.00	$3,672.20	$31.43	$3,297.64	$36.79	$3,860.01
GROUP 2: SUBTOTAL			**$41,271.30**		**$37,061.63**		**$43,382.03**	
GROUP 3: SPECIAL SERVICES								
ITEM	**DESCRIPTION**	**ZONE MILES**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**	**UNIT PRICE**	**EXTENDED PRICE**
1	HOURLY PRICE	200	$75.00	$15,000.00	$60.00	$12,000.00	$89.00	$17,800.00
GROUP 3: SUBTOTAL			**$15,000.00**		**$12,000.00**		**$17,800.00**	
GRAND TOTAL (Groups 1-3)			**$70,422.50**		**$63,572.67**		**$76,056.97**	

Approved in Open Session 10/20/26
Manatee County
Board of County Commissioners

October 20, 2026 -Regular Meeting

Subject
Execution of Agreement No. 26-R090658TC for Street Sweeping Services for Property Management Department, Carmine DeMilio, Property Management Deputy Director, and Jeff Bare, Property Management Contracts Manager - Countywide

Category
CONSENT AGENDA

Briefings
None

Contact and/or Presenter Information
Presenters:
Carmine DeMilio, Property Management Deputy Director, ext. 6016, and
Jeff Bare, Property Management Contracts Manager, Property Management Department, Ext. 7234

Action Requested
Authorization for the Purchasing Official, or designee, to execute Agreement No. 26-R090658TC for Street Sweeping Services with United Sweeping, LLC

Enabling/Regulating Authority
Manatee County Code of Laws

Applicable Advisory Board
N/A

Background Discussion
On July 20, 2026, at the request of the Property Management Department, the Procurement Division issued Invitation for Bid (IFB) No. 26-R090658TC for Street Sweeping Services. The solicitation was issued to establish an agreement with a qualified and experienced contractor to provide street sweeping services for approximately 14,285.28 miles of roadway annually, consisting of eight (8) residential sweeping cycles and twelve (12) connector-road sweeping cycles.

The County received responsive and responsible bids from the following three firms, listed in alphabetical order:

1. Bomac Construction Services, Inc. d/b/a GH Street Sweeping, Palmetto, Florida
2. United Sweeping, LLC, Orlando, Florida

See attached Agenda Update Memo 10.15.26

3. USA Services of Florida, LLC, Tampa, Florida

United Sweeping, LLC submitted the lowest responsive and responsible bid based on the total evaluated cost of the required sweeping cycles and is recommended for award.

The resulting Agreement will be established as a Blanket Term Agreement. Release Orders may be issued to the contractor on an as-needed basis for street sweeping services that are within the scope of Agreement No. 26-R090658TC. Each Release Order will identify the applicable service requirements and will be based on the fee rates established in the agreement. Funding for each Release Order will be directly associated with the requesting department's Board of County Commissioners (BCC)-approved departmental budget.

The initial term of this Agreement is three (3) years, with the option to extend for one (1) additional three-year renewal term. The Property Management Department estimates expenditures of approximately $1,500,000 during the initial three-year term. Actual expenditures will be subject to the availability of funds within the applicable BCC-approved departmental budget. Associating expenditures with the applicable BCC-approved departmental budget will allow departments to issue Release Orders efficiently for street sweeping services within the scope of the agreement, including unforeseen service needs. Any expenditure exceeding the available budgeted appropriation will require prior BCC approval through the applicable budget amendment process before the Release Order may be issued.

Attorney Review
Other (Requires explanation in field below)
Not Submitted for Legal Review

Instructions to Board Records
Property Management Department: Lisa Shives (lisa.shives@mymanatee.org) / Amanda Henry (Amanda.henry@mymanatee.org)

Procurement Division: Thomas Couchois Jr (Thomas.couchois@mymanatee.org) / (approvedeagendas@mymanatee.org)

Cost and Funds Source Account Number and Name
Various Accounts Depending on BCC-approved Department Budget

Amount and Frequency of Recurring Costs
N/A

Secured, executed document received from Purchasing and distributed 10/26/26, RT

October 20, 2026 - Regular Meeting

Subject
Updates to Agenda - October 15, 2026

Category
ANNOUNCEMENTS

Briefings
None

Contact and/or Presenter Information
Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested
Updates incorporated appropriately

Enabling/Regulating Authority
N/A

Applicable Advisory Board
N/A

Background Discussion
Below are agenda updates (dated 10/15/26) for the meeting of October 20, 2026:

GENERIC PUBLIC COMMENTS
- This agenda item was updated with additional comments.

CONSENT AGENDA
Community and Veterans Services
Item 20, Approval and Execution of Modification of Mortgage between Manatee County and Blue CASL 41, LLC., Tracie Adams, Community and Veterans Services Department - District 4
- This agenda item was updated with a minor revision to the Cover Sheet deleting [PD1.1] from the Background Discussion (in strikethrough/underline format).

Financial Management
Item 25, Execution of Agreement No. 26-R090658TC for Street Sweeping Services for Property Management Department, Carmine DeMilio, Property Management Deputy Director, and Jeff Bare, Property Management Contracts Manager - Countywide
- This agenda item was updated with a public comment.

Natural Resources

Item 30, Approval of Tree Trust Fund Application for Robinson Preserve NEST; and Adoption of Budget Amendment Resolution B-27-012, Michael Elswick, Resource Management Division Manager - District 3

- This agenda item was updated with Budget Amendment Resolution B-27-012.

Property Management

Item 39, Execution of Conveyance and Construction Agreement between North River Village GEC, LLC and Manatee County, for property located at 6100 US 301 North, Ellenton, Florida 34222 - Peter Morrow, Property Acquisition Division Manager - District 1

- This agenda item was updated to revise the title of an attachment from Partially Executed Agreement w New Exhibit F to Partially Executed Conveyance and Construction Agreement (the agreement was not revised).

Item 63, Execution and Recording of Easement to Florida Power and Light (FPL) for property located at 3009 Lena Road Bradenton, Florida, 34211, Peter Morrow, Property Acquisition Division Manager - District 5

- This agenda item was added to the Agenda.

Utilities

Item 50, Adoption of Resolution R-26-137, approving the Pipeline Resiliency Project Facilities Plan, Patrick Shea, Utilities Director, and Chad Butzow, Chief Utilities Engineer

- This agenda item was updated with a revision to the Cover Sheet correcting the acronym for SAHM (in strikethrough/underline format).

REGULAR

Property Management

Item 57, Execution of Contract for Sale and Purchase from the Shelley N. Chilton Trust for Bunker Hill Preserve (Environmental Lands Candidate Property previously referred to as Taylor Grade Road Property); Adoption of Budget Amendment Resolution B-27-016; and Adoption of Budget Amendment Resolution B-27-017, Kara Koenig, Environmental Lands Program Manager - District 1

- This agenda item was updated with the revised Contract for Sale and Purchase.

Item 58, License Agreement with SEMA Construction, Inc., concerning a portion of County Property located in Cortez, Florida 34215, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was updated with public comments and finalized attachments (Location Map, SEMA Anticipated Uses and SEMA License Agreement).

REPORTS

Development Services

Item 64, Public Comment and Workflow Modernization, David Morehead, Business Services Support Manager

- This agenda item was added to the Agenda.

COMMISSIONER AGENDA ITEMSI

Items for Discussion

Item 61, County Administrator Contract

- This agenda item was updated with a public comment.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Public Comment

Manatee County Government

Submitted On:
Oct 14, 2026, 10:11AM EDT

Full Name	**First Name:** Diana **Last Name:** Adams
Email	dadamm@aol.com
Which meeting is this public comment for? (Please select date of meeting)	October 20, 2026
Topic/Agenda Item	Street Sweeper Contract- Item 25
Comment	Street Sweeper Contract – Item 25 Residents are looking forward to having a new street-sweeping contractor, United Sweeping LLC. Residents were frustrated with having to repeatedly clean up after our previous contractor, SCA Sweeping Corp. of America, also known as USA Services of Florida, which regularly failed to use water and sweep at an appropriate, reduced speed. Based on residents' experiences with our previous contractor, we would like to see a monetary penalty system implemented to hold contractors financially accountable if they fail to meet the standards and requirements outlined in their contracts. Stiff penalties should be assessed for violations such as failing to use water and failing to sweep at the required speed as specified in the contract.