



**CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)**

**AGREEMENT 17-0523JE**

**UTILITY ARCHITECTURE / ENGINEERING SERVICES**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**MCKIM & CREED, INC.  
(CONSULTANT)**

## **AGREEMENT FOR UTILITY ARCHITECTURE / ENGINEERING SERVICES**

**THIS AGREEMENT** is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “**COUNTY**”, with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **MCKIM & CREED, INC.**, hereinafter referred to as “**CONSULTANT**”, duly authorized to conduct business in the State of Florida with offices located at 1365 Hamlet Avenue, Clearwater, FL 33756.

**WHEREAS**, COUNTY has determined that it is necessary, expedient and in its best interest of COUNTY to retain CONSULTANT to render and perform Utility Architecture / Engineering Services; and

**WHEREAS**, COUNTY caused a public announcement to be made, distributed and published, requesting proposals RFP 17-0523JE for the selection of a provider of professional services in the manner set forth in this Agreement. CONSULTANT submitted a proposal and COUNTY conducted a competitive selection procedure in accordance with “CONSULTANT’s Competitive Negotiation Act” codified as section 287.055, Florida Statutes.

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

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

CONSULTANT shall provide services to perform Utility Architecture / Engineering Services as detailed in Exhibit A, Scope of Services.

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

This Agreement consists of a primary contract and five (5) exhibits, which are as follows:

<b>Exhibit A</b>	Scope of Services
<b>Exhibit B</b>	Fee Rate Schedule
<b>Exhibit C</b>	Sample Work Assignment
<b>Exhibit D</b>	Affidavit of No Conflict
<b>Exhibit E</b>	Insurance Requirements

These Exhibits are attached hereto and are incorporated into the 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 term or provision in the Exhibit specifically states that it shall prevail.

### **ARTICLE 3. COMPENSATION**

- A. Compensation payable to CONSULTANT for services rendered and expenditures incurred in providing the services specified in Exhibit A shall be established for each written Work Assignment issued in accordance with Article 7.
- B. Compensation to CONSULTANT shall be computed based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized for each Work Assignment.

- C. The fee rates specified in Exhibit B shall be the total compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- D. "Task," as used in this Agreement, refers to particular categories/groupings of services specified in Exhibit A.

#### **ARTICLE 4. AGREEMENT TERM**

- A. The term of this Agreement shall be for three (3) years from date of execution, unless terminated by COUNTY pursuant to Article 6; however, by mutual consent, the Agreement may be extended for two (2) additional one (1) year terms, not to exceed a total of five (5) years.
- B. Any Work Assignments issued during the effective period of this Agreement and not completed within that period, shall be completed by CONSULTANT within the time specified in the Work Assignment. The Agreement shall govern CONSULTANT'S and COUNTY'S rights and obligations with respect to that Work Assignment to the same extent as if the order were completed during the Agreement's effective period.
- C. The terms and conditions of this Agreement shall remain valid beyond any expiration date until all Work Assignments authorized during the Agreement term have been completed.

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

- A. CONSULTANT shall provide COUNTY with an invoice which shall include all compensation due CONSULTANT as of the date of the invoice and in accordance with the following:
  - 1. The OneSolution number assigned to this Agreement or Work Assignment. OneSolution numbers will be provided to CONSULTANT upon approval of each Work Assignment and transmitted to CONSULTANT electronically. This number shall appear on all invoices.
  - 2. Total compensation to CONSULTANT for services and reimbursable expense shall not exceed the amounts provided in the Work Assignment. The fee rate (hourly rate) is established in Exhibit B, Fee Rate Schedule. Rates shall be invoiced at a quarter of an hour (each ¼ is a 15 minute interval) intervals.
  - 3. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the herein described services at a rate of compensation specified in **Exhibit B** and as detailed in the applicable Work Assignment. No work assignment will be invoiced or billed in a block billing format which is a listing of a group of performed tasks and billed as a single entry or event.
  - 4. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of damages due and owing to COUNTY by CONSULTANT on any other Agreement between CONSULTANT and COUNTY.
  - 5. If any Work Assignment requires units of deliverables, then such units must be received and accepted in writing by the Project Manager prior to payment.

6. In the event CONSULTANT fails to invoice COUNTY within 30 days from the date of the works completion a late fee of 10 percent of the total amount due will be charged and that amount will be deducted from the payment due consultant (subject to a grace period of 10 days). Neither the inclusion of this provision, nor its implementation, shall preclude COUNTY from terminating this Agreement for default or from pursuing any other remedies as provided herein or by law.
- B. All costs of providing the services specified in Exhibit A shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for the following direct costs:
1. Expense of reproduction beyond the costs associated with providing reports and routine correspondence.
  2. Actual costs incurred for fees not specifically identified to be paid by COUNTY charged in the process of obtaining any required documents outlined in the work as documented by copies of original invoices.
  3. Actual costs incurred for courier service at the request of COUNTY excluding delivery made to Manatee, Sarasota, Pinellas or Hillsborough Counties, at rates not to exceed \$12.00 per package, and shall be documented by copies of original invoices.

In order for both parties to close their books and records, CONSULTANT shall clearly state "Final Invoice" on the last billing to COUNTY, which will indicate that all services have been performed and all charges and costs have been invoiced to COUNTY under this Agreement.

- C. Except where Exhibit A provides that payment shall not be made until a task has been completed or for payment based on actual hours of work, CONSULTANT and Project Manager or his/her designee shall agree monthly on the percentage of completion for each task within the Work Assignment, and CONSULTANT shall provide COUNTY with an invoice based on that agreed upon percentage of completion.
- D. Any dispute between COUNTY and CONSULTANT with regard to the percentage of the Work Assignment that has been completed or any other information contained on CONSULTANT's invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee COUNTY Procurement Code and Article 15 of this Agreement.
- E. PAYMENT:
1. COUNTY shall remit payment for each invoice within forty-five (45) days of receipt of an acceptable invoice.
  2. CONSULTANT shall permit full and open inspection of payroll records and other expenditures in connection with all work upon the request of COUNTY and shall maintain all financial records related to this Agreement for a period of five (5) years after termination or completion of the performance of this Agreement.

## **ARTICLE 6. TERMINATION OF AGREEMENT**

### **A. TERMINATION FOR DEFAULT:**

COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement for default (Work Assignments, if applicable) if CONSULTANT fails to:

1. Provide products or services that comply with the specifications herein or that fail to meet COUNTY's performance standards;
2. Deliver the supplies or perform the services within the time specified in the Work Assignments;
3. Make progress so as to endanger the overall performance of this Agreement; or
4. Perform any of the other duties set forth in this Agreement.

Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT through the COUNTY Representative as defined in Article 11.A, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee COUNTY's Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.

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

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

### **B. TERMINATION FOR CONVENIENCE:**

COUNTY, by written notice, may terminate this Agreement, in whole or in part, when it is in COUNTY'S interest. If this Agreement is terminated, COUNTY shall be liable only for goods or services delivered and accepted. COUNTY Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual Work Assignments or to this Agreement in its entirety.

## **ARTICLE 7: TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Agreement, CONSULTANT shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONSULTANT to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain transition services necessary to shift the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Performing 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 8. WORK ASSIGNMENTS**

- A. CONSULTANT shall provide services only after receipt of a written Work Assignment issued in accordance with this Article and in accordance with the form provided in **Exhibit C**. Work Assignments shall be signed by CONSULTANT and COUNTY and shall constitute supplemental agreements entered into under the terms and conditions of this Agreement.
- B. Each Work Assignment shall establish the following:
  - 1. A title for the project and a general description of the purpose for the work.
  - 2. The maximum total compensation and reimbursable expenses that will be paid to CONSULTANT by COUNTY upon completion of the Work Assignment.
  - 3. A clear indication of the services to be furnished for a fixed fee and the services to be furnished based upon time and charges provided; however, where services are based upon time and charges, the Work Assignment shall establish the maximum compensation and CONSULTANT shall not exceed the maximum compensation established for such services.
  - 4. From the services specified in Exhibit A, the services to be provided under the Work Assignment shall include the unit prices specified in Exhibit B and the hours up to the not to exceed amount negotiated for each Work Assignment. Any specific services based upon the maximum compensation and billed based upon actual time and charges shall be clearly identified.
  - 5. An agreed upon date of completion for each Work Assignment. Where identified services within a Work Assignment must be completed by a specific date prior to completion of the entire Work Assignment, such date shall be established.
  - 6. Any additional details that may be required to describe the duties and obligations

of the parties with respect to a particular Work Assignment.

7. Any supplementary information, not in conflict with the provisions of this Agreement, such as technical specifications, deliverables associated with the Work Assignment, breakdown of the fees being charged by any sub-consultant or any service provider.
  8. The identification of the person(s) who will serve as CONSULTANT's Project Manager and COUNTY's Project Manager.
- C. When a Work Assignment calls for the preparation of plans, specifications, maps and reports, these items as well as all data collected, together with summaries and charts shall be considered works made for hire and shall become the property of COUNTY without restriction or limitation on their use; and shall be made available, upon request, to COUNTY at any time. CONSULTANT shall not copyright any material or product developed under this Agreement. COUNTY shall have the right to inspect the work of CONSULTANT at any time.
  - D. All final plans, documents, reports, studies and other data prepared by CONSULTANT shall bear the endorsement of a person in the full employ of CONSULTANT.
  - E. COUNTY shall be entitled at all times to be advised, at its request, as to the status of work being done by CONSULTANT and of the details thereof and communication shall be maintained by CONSULTANT with representatives of COUNTY.
  - F. It shall be the responsibility of CONSULTANT to ensure at all times that sufficient time remains in the project schedule within which to complete services on the project. In the event there have been delays which would affect the Work Assignment completion date, CONSULTANT shall promptly submit a written request to the Project Manager which identifies the reason(s) for the delay and the amount of time related to each reason. The Project Manager will promptly review the request and make a determination as to granting all or part of the requested extension. If the Project Manager determines that an extension of a Work Assignment deadline is appropriate, a recommendation for a Change Order shall be initiated.
  - G. Any Work Assignment, including reimbursable expenses, shall not be effective until one of the following conditions has occurred: a) the Assignment has been approved and signed by the Purchasing Official for Assignments under one million dollars (\$1,000,000.00), or b) the Assignment has been approved by the Board of COUNTY Commissioners for Assignments over one million dollars (\$1,000,000.00).
  - H. Work Assignments shall not be artificially divided to increase the delegated authority provided to COUNTY's Purchasing Official. Separate Work Assignments may be required for services which may be a part of the same project and the provision of two Work Assignments for such a project shall not be considered as an enlargement of the authority delegated to COUNTY Purchasing Official.
  - I. When the services of CONSULTANT required for any Work Assignment are complete, CONSULTANT shall notify COUNTY in writing. Thereupon COUNTY, within thirty (30) days, shall either provide its written acceptance or give CONSULTANT written notice of any unfinished or improperly performed services to be finished or corrected. If such

written notice of acceptance or exception is not given within such period of time, the services shall be deemed to have been accepted by COUNTY. However, acceptance of the work performed by CONSULTANT shall not be construed to be an acceptance of improper, defective or deficient work.

#### **ARTICLE 9. NEGOTIATION OF WORK ASSIGNMENT**

For each project, grouping of substantially similar services and activities for a group of projects, feasibility studies or special projects, COUNTY shall negotiate each Work Assignment based upon estimated hours and/or fee rates, projected by CONSULTANT and in accordance with the rate schedule specified in Exhibit B. Compensation for each Work Assignment shall be based on actual hours performed and/or fee rates, but in no event shall CONSULTANT be eligible for reimbursement in excess of the amount established in a Work Assignment. COUNTY's Purchasing Official may authorize, in writing, in advance, adjustments in the compensation for particular phases or tasks established in the Work Assignment provided such adjustments do not exceed the maximum compensation and reimbursable expenditures authorized for the particular Work Assignment.

#### **ARTICLE 10. COUNTY OWNERSHIP OF WORK PRODUCT**

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

#### **ARTICLE 11. RESPONSIBILITIES OF COUNTY**

COUNTY shall:

- A. Through its COUNTY Administrator, appoint an individual to serve as COUNTY Representative. The COUNTY Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different COUNTY Representative, provided that CONSULTANT is given written notice thereof.
- B. Make available at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. Give prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. Give careful and reasonable consideration to the findings and recommendations of CONSULTANT, and shall respond and issue notices to proceed in a timely manner so as not to unduly delay CONSULTANT's work called for by this Agreement.



- E. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of COUNTY.
- F. Perform activities in this Article at no cost to CONSULTANT.

**ARTICLE 12. COUNTY'S PROJECT MANAGER**

The Project Manager, shall be appointed to represent COUNTY in all technical matters pertaining to and arising from the work and performance of this Agreement. The Project Manager shall have the following responsibilities:

- A. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT and rendering, in writing, decisions indicating COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of CONSULTANT.
- B. Transmission of instructions, receipt of information, and interpretation and definition of COUNTY's policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement.
- C. Giving prompt written notice to CONSULTANT whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

**ARTICLE 13. AGREEMENT TYPE**

This is an indefinite quantity Agreement for the goods and/or services specified in Exhibit A, Scope of Services. The quantities of good and/or services specified are unknown. Delivery or performance shall be only as authorized by Work Assignments issued in accordance with the terms of this Agreement. CONSULTANT shall furnish the goods and/or services to COUNTY, when and if ordered. COUNTY may issue orders requiring delivery to multiple destinations or performance at multiple locations.

**ARTICLE 14. RESPONSIBILITIES OF CONSULTANT**

CONSULTANT shall:

- A. Appoint CONSULTANT's Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT's Agent shall have the authority without limitation, to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by this Agreement. CONSULTANT's Agent shall have the right, from time to time, to designate such other employees of CONSULTANT's as they desire, to serve in their absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given written notice thereof.
- B. Perform the work in accordance with the terms and conditions of this Agreement.
- C. Ensure that all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required.

- D. Be responsible for collecting all existing data required for the successful completion of each task.
- E. Not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit D**.
- F. Be entitled to rely upon that information which may be provided from time to time, from COUNTY. However, CONSULTANT shall call to COUNTY's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. Information referred to above includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT's work under this Agreement. COUNTY shall, however, hold CONSULTANT fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying the obvious deficiencies concerning documents and information provided. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

CONSULTANT shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area.

If CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

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

COUNTY may require in writing that CONSULTANT remove from the Work any of CONSULTANT's personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Agreement Amount or Contract Time based on COUNTY's use of this provision will be valid. CONSULTANT shall indemnify and hold COUNTY harmless from and against any claim by CONSULTANT's personnel on account of the use of this provision.

#### **ARTICLE 15. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with § 2-26-63 and § 2-26-64 of the Manatee COUNTY Code. Any dispute resolution constituting a material change in this Agreement will not be final until an Amendment to this Agreement has been approved and executed by the COUNTY Purchasing Official. If such dispute involves the percentage of the work completed by CONSULTANT, COUNTY shall, as promptly and reasonably as possible after resolution of such

dispute, forward payment to CONSULTANT of any amount determined to be due and owing.

#### **ARTICLE 16. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONSULTANT's performance. Such materials shall also be made available to COUNTY for auditing. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify to COUNTY why it was unable to do so. CONSULTANT shall retain all of its 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. CONSULTANT shall obtain any licenses required to provide the Scope of 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 after receipt by CONSULTANT. CONSULTANT shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

#### **ARTICLE 17. PUBLIC RECORDS**

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

- A. Keep and maintain public records 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 Florida Statutes Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONSULTANT does not transfer the records to COUNTY.
- D. Upon completion of the Agreement, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon

completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER 1112 MANATEE AVENUE WEST, BRADENTON FL 34205.**

**ARTICLE 18. INDEMNIFICATION**

CONSULTANT shall indemnify and hold harmless COUNTY, its officers, employees and agents, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, design professionals and other persons employed or utilized by CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT's expense. 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 be deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

**ARTICLE 19. NO WAIVER OF SOVEREIGN IMMUNITY**

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

**ARTICLE 20. INSURANCE**

- A. CONSULTANT shall maintain insurance policies that comply with the Insurance Requirements, attached as Exhibit E, during the term of this Agreement, including any renewal terms.
- B. Certificates of Insurance 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 services under this Agreement in the amounts and types of coverage as required by Exhibit E, including coverage for all products and 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 CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.
- E. Nothing in this Agreement 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 statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

#### **ARTICLE 21. LITIGATION SERVICES**

If notified by the Office of the COUNTY Attorney in writing, CONSULTANT agrees to provide litigation services up to and including the date of the completion of litigation as follows:

- A. Coordinate and communicate directly with the Office of the COUNTY Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the COUNTY Attorney that may include but are not limited to:
  - 1. Predisposition, pretrial, or prehearing preparation.
  - 2. Preparation of court exhibits.
  - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
  - 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY's position in court.
- D. Compensation for litigation services shall not exceed CONSULTANT's Fee Rate Schedule specified in Exhibit B. The hourly billing rates shall contain all costs to include salaries, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- E. CONSULTANT's travel expenses will be submitted and paid in accordance with Section 112.061, Florida Statutes, provided prior approval of the travel is obtained from the COUNTY Attorney or the COUNTY Attorney's designee.
- F. CONSULTANT shall submit monthly statements for litigation services rendered to the Office of the COUNTY Attorney for approval, providing detailed accounting sufficient for

pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.

## **ARTICLE 22. LEGAL RESTRAINTS AND LIMITATIONS**

CONSULTANT acknowledges that COUNTY is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. All services rendered or performed by CONSULTANT pursuant to the provisions of this Agreement, as amended, shall be in compliance with all applicable local, state and federal laws and ordinances.

## **ARTICLE 23. NON-DISCRIMINATION**

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. 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).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

## **ARTICLE 24. OWNERSHIP AND SALE OF RIGHTS; SUCCESSORS BOUND**

The identity of the person or the entity, if not an individual, who or which shall be the owner or holder of the rights granted under this Agreement is very important to COUNTY. Therefore, in addition to the limitations of Article 14 above, CONSULTANT shall not, without prior written consent of COUNTY, sell, pledge, transfer or otherwise encumber this Agreement, or the rights granted therein, to any third party. Assignment, pledging, sale, transferring, or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than the CONSULTANT, without the prior written consent of COUNTY, shall be grounds for immediate termination of 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.

## **ARTICLE 25. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

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

**ARTICLE 26. KEY PERSONNEL**

The following key personnel are hereby assigned to this Agreement by CONSULTANT. CONSULTANT shall not remove such key personnel from providing the services under this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of the Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONSULTANT shall not make any personnel changes of the key personnel until written notice is made to and approved by COUNTY.

**Street Lee, PE, Senior Vice President**  
**Robert Garland, PE, Regional Manager**

**ARTICLE 27. SUB-CONSULTANTS**

It is expected that CONSULTANT shall have standard in-house capability to provide all the services required by this Agreement. However, should CONSULTANT find it necessary to call upon the services of sub-consultants, CONSULTANT shall utilize the fees specified in Exhibit B. CONSULTANT shall also require each sub-consultant to adhere to applicable provisions of this Agreement. The utilization of any sub-consultant by CONSULTANT shall not relieve CONSULTANT from any liability or responsibility to COUNTY pursuant to the provisions of this Agreement, as amended, or obligate COUNTY to the payment of any compensation to the sub-consultant or additional compensation to CONSULTANT. CONSULTANT is required to notify COUNTY of any replacements or additions and receive prior written approval of COUNTY for replacements or additions before the use of the sub-consultant.

**ARTICLE 28. 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  
                                      Public Works Department  
                                      Attn: Director  
                                      1112 Manatee Avenue  
                                      Bradenton, FL 34205  
                                      Phone: (941) 749-3004

To CONSULTANT:           McKim & Creed, Inc.  
                                      Attn: Street Lee, PE  
                                      1365 Hamlet Avenue  
                                      Clearwater, FL 33756  
                                      Phone: 727-442-7196

**ARTICLE 29. PROFESSIONAL LIABILITY**

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

**ARTICLE 30. RELATIONSHIP OF PARTIES**

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

**ARTICLE 31. NO CONFLICT**

By accepting award of this Agreement, CONSULTANT, 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 32. ETHICAL CONSIDERATIONS**

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

**ARTICLE 33. PUBLIC ENTITY CRIMES**

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

**ARTICLE 34. 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 the Agreement did not contain the particular part, term or provision held to be invalid.

**ARTICLE 35. 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 36. TAXES**

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

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

### **ARTICLE 37. 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 38. LEGAL REFERENCES**

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

### **ARTICLE 39. 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 40. 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 41. PATENT AND COPYRIGHT RESPONSIBILITY**

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

**ARTICLE 42. NO THIRD-PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

**ARTICLE 43. 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 44. TIME**

For purposes of computing any period of a 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 45. AUTHORITY TO EXECUTE**

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this **Agreement No. 17-0523JE for Utility Architecture / Engineering Services** to be duly executed by their authorized representatives:

**MCKIM & CREED, INC**

By: 

Print Name: STREET LEE

Title: SR. VICE PRESIDENT

Date: 1/31/18

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

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

Printed Name: Theresa Webb, CPPO, CPPB, CPSM, C.P.M.

Title: Procurement Official

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

The following describes the Scope of Services that will be required of CONSULTANT:

**I. General Requirements**

A. The work consists of providing Utility Architecture and/or Engineering services on an as-required basis.

B. Areas of Discipline shall include, but are not limited to:

1. Civil
2. Architectural
3. Chemical
4. Structural
5. Mechanical
6. Electrical / Instrumentation
7. Environmental
8. Industrial
9. Geological
10. Biological
11. Ecological
12. Hydrogeological
13. Value Engineering
14. Land Surveying
15. Landscape Architecture
16. Land Acquisition

C. Services shall include, but are not limited to:

1. Site development
2. Design
3. Specifications
4. Services during bidding
5. Services during construction
6. Record drawings
7. Permits for construction
8. Feasibility studies
9. Operational analysis
10. Modeling
11. Plan evaluation
12. As-built drawings
13. Remedial investigations
14. Toxicity reduction evaluations
15. Sewer main design
16. Force main design
17. Water main design
18. Reclaimed water design
19. Mapping
20. Surveying

21. Site planning
22. Grant reporting assistance
23. Archeological studies / assessments
24. Environmental permitting
25. Renderings
26. Geographic Information Systems
27. Quality control
28. Regulatory liaison
29. Contamination assessments
30. Laboratory services
31. Ecological assessments
32. Asbestos surveys
33. Permitting
34. CADD services
35. Environmental monitoring of permit requirements
36. Prepare annual reports
37. Land Acquisition services

D. Project Control

The CONSULTANT shall:

1. Develop and maintain a project reporting system tracking all critical events, both scheduled and actual, for project as directed by the COUNTY. Said report shall be submitted to the COUNTY on an as required basis.
2. As a minimum, participate in project meetings on an as required basis with the COUNTY to relate current status of overall project schedule; noting exceptions and suggesting actions required to correct schedule exceptions.

E. Quality Control

The CONSULTANT shall:

1. Provide quality assurance and performance tracking of each project from date scheduled through actual completion of performance.
2. Prepare and submit required reports to grantor and/or regulatory agencies as required and directed by COUNTY.
3. Ensure delivery schedules are met and the integrity of the products used meets the specifications and requirements.

F. Personnel

1. The CONSULTANT shall provide a full cadre of qualified personnel as necessary to carry out its responsibilities under this Agreement.
2. The CONSULTANT shall utilize personnel who are qualified by experience and education and approved by the COUNTY.

3. The CONSULTANT(s) agent shall be present for project decision meetings as requested by the COUNTY.

## II. CONSTRUCTION ENGINEERING AND INSPECTION

This section describes the various work items that may be required of the CONSULTANT as it relates to construction engineering inspection (CEI) for Utility Architecture / Engineering Services projects of all types, including those subject to the requirements of federal aid projects.

- A. The CONSULTANT shall be responsible for obtaining all manuals, guides, standards and procedures required to complete the work. The most recent editions of such publications shall be used.
- B. The work to be provided by CONSULTANT includes not only the traditional CEI services associated with projects but also those required elements of federal-aid projects. The following list of CEI duties for the CONSULTANT is descriptive but not exhaustive of the work to be performed. CONSULTANT shall:
  1. Monitor erosion control.
  2. Inspect construction.
  3. Observe and inspect the repair of traffic control devices, including signs and signals.
  4. Monitor maintenance of traffic operations.
  5. Control and coordinate geotechnical testing of material and construction quality (This duty assumes that CONSULTANT manages the work of a separate geotechnical firm conducting geotechnical testing of material and construction quality).
  6. Document and report the project.
  7. Attend project meetings with the COUNTY and meetings with permitting and oversight agencies determined by work assignment.
  8. Provide quantity tracking and documentation for the purpose of verifying pay applications. Supporting documentation is to be maintained by the CONSULTANT and turned over to the COUNTY at project closeout and required record retention.
  9. Monitor contractor safety programs.

10. Advise the COUNTY of any omissions, substitutions, defects and deficiencies noted in the work of the contractor or contract documents and any corrective action to be taken.
11. On the basis of on-site observations, CONSULTANT shall identify any defects and deficiencies in the work and notify the COUNTY. However, CONSULTANT does not have control over, nor charge of, and should not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the contractor's responsibility under the contract for construction. CONSULTANT shall not have control over or be responsible for any acts of omission by the contractor, its subcontractors, agents or employees, or any other persons performing portions of the construction.
12. At the COUNTY's request during construction, CONSULTANT shall review contractor's proposed field changes or respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.
13. CONSULTANT shall assist the COUNTY with the interpretation of the plans, specification and construction contract provisions and shall consult with the COUNTY when an interpretation involves complex issues or may impact the cost and duration of performing the construction work.
14. Prior to any modifications to the construction plans or specifications. CONSULTANT shall assist the COUNTY with analyzing proposed changes to the plans, specifications or contract.
15. CONSULTANT shall assist the COUNTY with monitoring construction projects to the extent necessary to determine whether construction activities violate the requirements of the permits and if so determined, CONSULTANT shall notify the contractor of any violations or potential violations and require contractor to immediately resolve the problem. CONSULTANT shall notify the COUNTY of all violations, prior to notifying the contractor.
16. The CONSULTANT shall request, receive, review, reject and/or approve shop drawings, product data and test results to be submitted by the contractor for all pertinent items needed in construction.
17. CONSULTANT shall review the submittals to determine satisfactory compliance with the project plans and specifications, noting its approval or stipulations.

18. CONSULTANT shall determine the acceptability, subject to COUNTY approval, of substitute materials and equipment proposed by the contractor and receive and review (for general content as required by the specifications) maintenance operating instructions, schedules, guarantees and certificates of inspection, which are to be assembled by the contractor in accordance with the construction contract.
19. CONSULTANT shall ensure contractor's compliance with all federal-aid contract requirements (e.g., EEO, DBE, and Davis-Bacon wage rates).
20. CONSULTANT shall provide to the COUNTY all records, reports, certifications, and other information or documentation required to meet federal reporting compliance requirements for the construction project.
21. Conduct necessary interviews, reports, certifications, reviews, inspections, and other activities required for compliance with the federal obligations of the COUNTY as it relates to the construction project.

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**EXHIBIT B  
FEE RATE SCHEDULE**

JOB TITLE	FEE RATE (\$ HOUR)
Principal	\$225.00
Project Manager	\$190.00
Senior Project Engineer	\$200.00
Project Engineer	\$140.00
Senior Design Engineer	\$150.00
Senior Planner	\$135.00
Senior Designer	\$105.00
Project Architect	\$125.00
Architectural Designer	\$95.00
Senior Landscape Architect	\$140.00
Senior CADD Technician	\$100.00
CADD Technician	\$85.00
Senior GIS Analyst	\$115.00
Project GIS Analyst	\$95.00
Senior Project Scientist	\$145.00
Landscape Architect	\$110.00
Administrative Assistant	\$80.00
Clerical	\$60.00
Senior Construction Manager	\$130.00
Construction Inspector	\$95.00

Professional Surveyor / Mapper	\$125.00
2-Person Survey Crew	\$125.00
3-Person Survey Crew	\$140.00
4-Person Survey Crew	\$155.00

**LAND ACQUISITION**

JOB TITLE	FEE RATE (\$ HOUR)
Senior Acquisition Agent	\$135.00
Acquisition Agent	\$100.00
Senior Relocation Agent	\$120.00
Relocation Agent	\$100.00
Asbestos	\$92.00
Chief Engineer	\$200.00
Appraiser	\$150.00
Land Planner	\$150.00
Land Acquisition Project / Contract Manager	\$190.00

**EXHIBIT B (CONT'D)**  
**GEOTECHNICAL ENGINEERING AND SOIL AND MATERIAL TESTING SERVICES**

ITEM	PER UNIT	DESCRIPTION	Unit Price
<b>A.</b>	<b>FIELD WORK</b>		
	<b>SOILS</b>		

**Mobilization and Demobilization of Equipment on Land:**

1AA	EA	Normal access (truck mounted)		\$200.00
1AB	HR	Difficult access (truck mounted)		\$110.00
1AC	EA	Mud bug CME550 (per mobilization), Drill rate 1.2 x \$_____ per foot		\$360.00
1AD		Mud bug CME45 (per mobilization), Drill rate 1.2 x \$_____ per foot		\$360.00
1AE		CME850 tracked vehicle (per mobilization), Drill rate 1.5 x \$_____ per foot		\$1,350.00
1AF		Per 5 crew/day difficult access		\$1,300.00
1AG		Electronic Piezocone		\$400.00
1AH		Dozer	<b>Quote Per Project</b>	<b>Quote Per Project</b>
2AA	EA	Mobilization & Demobilization of Equipment on Water		\$5,000.00

**Standard Penetration Test Borings in Soil at ASTM recommended sampling intervals (D 1586):**

3AA	LF	On Land		\$12.00
3AB	LF	On Water		\$15.00

**Standard Penetration Test Borings in Soils on Land with Irregular Sampling Intervals:**

4AA	LF	Wash Boring or Auger Boring to advance Test Hole		\$9.00
4AB	EA	Standard Split Barrel Sample		\$22.00

**Standard penetration Test Borings in Rock at ASTM recommended sampling intervals (D 1586):**

5AA	LF	On Land		\$13.00
5AB	LF	On Water		\$20.00

**Standard Penetration Test Boring in Rock on Land with Irregular sampling intervals:**

6AA	LF	Rotary Boring to Advance Test Hole		\$7.00
6AB	EA	Standard Split Barrel Sample		\$20.00
7AA	LF	Rock Drilling on Land (for depth and consistency, no samples)		\$9.00
7AB	LF	Rock Drilling with Samples on Land 1.5 x \$_____		\$22.00
7AC		Rock Drilling on water or Track Mounted Rigs		\$22.00
8AA	LF	Installation of Casing to maintain stability during Boring (measured from drilling platform on water)		\$8.00
8AB	LF	Installation of Casing to maintain stability during Boring (measured from drilling platform on water)		\$8.00
8AC	LF	Grout to seal bore hole on completion		\$4.50

**Undisturbed Soil Samples (ASTM D 1587) on Land**

9AA	EA	Open Tube Samplers		\$100.00
9AB	EA	Piston Samplers		\$115.00

**Rock Coring (more than 50 blows/inch) - NX Size (ASTM D-2113)**

10AA	LF	On Land		\$26.00
10AB	LF	On Water		\$32.00
11AA	LF	Rock Coring on Land 2-3/4" x 3-7/8" size (more than 50 blows/inch) (ASTM D-2113)		\$55.00
12AA	LF	Static Friction - Cone Penetrometer		\$9.50

13AA	HR	Standby Time in excess of hour due to waiting from instructions from others		\$120.00
14AA	LF	Observation Wells (1" PVC with porous tip)		\$14.00
14AB	LF	2" Diameter Monitor Well - 0 - 050'		\$32.00
14AC		4" galvanized pipe covering and 18" diameter concrete collar with lockable cap		\$235.00
15AA	EA	Moisture & density of soil & soil aggregate in place by nuclear methods (ASTM D-3017 & D-2922) (Minimum of 3 per trip)		\$22.00

### Soils Load Bearing Test

16AA	Test	Field Plate Load Test (ASTM Test - 8 hours)		\$450.00
17AA	Sample	Florida Bearing Value Individual Samples		\$20.00
17AB	HR	Field Sample		\$40.00
17AC	Sample	Florida Bearing Value Determination of Blend		\$25.00
18AA	Sample	Lime Rock Bearing Ratio		\$280.00

## B. LABORATORY WORK

### SOILS

19BA	EA	Moisture-density relations of soil modified Proctor (ASTM D-1557, Method B)		\$90.00
20BA	EA	Liquid Limits of Soil (ASTM D 423)		\$45.00
21BA	EA	Plastic Limits and Plasticity of Index of Soil (ASTM D-424)		\$25.00
22BA	EA	Bearing Ratio/Laboratory-Compacted Soil (ASTM D-1883)Max/Min Density of Cohesionless Soil (ASTM D-2029)		\$320.00
23BA	EA	Dry Method		\$115.00
23BB	EA	Wet Method		\$140.00
24BA	EA	Unconfined Compressive Strength of Cohesive Soil (ASTM D-2166)		\$75.00

25BA	EA	Unconfined Compressive Strength of Intact Rock Specimens (ASTM D-2938)		\$70.00
26BA	EA	Laboratory Determination of Moisture of Soil (ASTM D-2216)		\$7.00

**Permeability of Granular Soil**

27BA	EA	Constant Head (ASTM D-2434)		\$135.00
27BB	EA	Falling Head		\$120.00

**Strength of Cohesive Soil in Triaxial Compression, 3 Points**

28BA	EA	Unconsolidated, Undrained (ASTM D-2850)		\$300.00
28BB	EA	Consolidated, Undrained		\$475.00

**Particle-Size Analysis for Soil (ASTM D-422)**

29BA	EA	Sieve Analysis		\$30.00
29BB	EA	Hydrometer Analysis		\$70.00
29BC	EA	Combined		\$95.00

**Specific Gravity**

30BA	EA	Soils (ASTM D-854)		\$25.00
30BB	EA	Coarse Aggregate, larger than #4 Sieve (ASTM D-127)		\$27.50
31BA	N/A	Direct Shear Test of soil under Consolidated, Drained Conditions, 3 points (ASTM D-3080)	Sand / Clay	NOT USED
32BA	EA	One dimensional consolidated properties of soil (ASTM D-2435)		\$320.00
33BA	Sample	Shrinkage Factors		\$65.00
34BA	Sample	Soil Classification (AASHTO-UNIFIED-FAA Tests charged separately)		\$7.00

35BA	Sample	Swelling Pressure		\$50.00
36BA	Sample	Time fit-coefficient of consolidation		\$460.00
37BA	HR	Engineering time as required for special testing:	Field	\$75.00
			Professional	\$100.00
			Principal	\$120.00
38BA	HR	Technician time required for special testing	Regular	\$40.00
			Senior	\$50.00
			Chief	\$60.00
39BA		Rental of special equipment when required & authorized (cost plus service charge)	Unit Service Charge	\$40.00
40BA		Shipment of sample to locations designated by engineer (cost plus service charge)	Unit Service Charge	\$40.00

**C. FIELD WORK**

**Concrete**

41AA	SET	Making and testing a set of 3 concrete cylinders including visit to project site to make cylinders and slump test, transporting cylinders to the laboratory for curing and testing, furnishing molds and reporting results, all in accordance with applicable ASTM or FDOT standards.		\$110.00
41AB	HR	Waiting Time in excess of 2 hours on job site		\$40.00
41AC	SET	Cylinders made in conjunction with inspection		\$15.00
41AD	EA	Extra slump tests (ASTM C-143)		\$7.00
41AE	EA	Extra Cylinders		\$10.00
42AA	SET	Picking up, curing & testing a set of 3 concrete cylinders made by others, in accordance with applicable ASTM standards.		\$65.00

**Concrete Windsor Probe Tests**

43AA	DAY	Windsor probe test equipment and technician		\$300.00
43AC	TEST	Probe & charges (3 probes/test) charge		\$40.00

**Concrete Block & Brick**

44AA	TEST	Brick, concrete, building, ASTM Test C-55 with linear shrinkage		\$85.00
45AA	BLOCK	Block, concrete compression individual units		\$85.00
45AB	BEAM	Flexural Strength of Concrete Beams		\$85.00
46AA	BLOCK	Block, concrete absorption individual units		\$40.00

**Concrete Cubes**

47AA	CUBE	Compression testing of 2" cubes in laboratory		\$10.00
48AA	HR	Making cubes on field jobs		\$40.00
49AA	MIX	Laboratory design mix on mortar (6 cubes)		\$160.00

**Concrete Cylinders**

50AA	TEST	Air test in field when made with cylinders		\$15.00
51AA	MIX	Concrete Design mixes including aggregate tests & trial batch with six test cylinders: First Mix		\$400.00
51AB	MIX	Add. mixes same materials		\$200.00
51AC	MIX	Time of set		\$80.00
52AA	HR	Batch plant inspections - including verification of materials conformance to applicable ASTM standards and job specifications; monitoring of batching methods, slump tests, moisture content, air content (minimum _____ hours)		\$50.00



53AA	HR	Precast concrete plant inspection (pipe & manholes) - including verification of materials, conformance to applicable ASTM standards and job specifications; approval of manufacturing methods, materials testing as required, visual inspection of finished projects and report results (minimum of _____ hours)		\$50.00
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**Obtaining & Testing Drilled Cores (ASTM C-42)**

54AA	HR	Personnel and equipment		\$50.00
54AB	INCH	Diamond bit charge (inch diameter per inch depth)		\$1.50
54AC	EA	Concrete cores prepared, tested & measured		\$30.00
54AD	EA	Rental of specialized equipment (Cost plus service charge)	Unit Service Charge	\$30.00
55AA	EA	Rebound number of hardened concrete (ASTM C-805)		\$4.00

**D. LABORATORY WORK**

**Concrete pipe testing (ASTM C497)**

56BA	HR	Witness external load crushing strength		\$40.00
56BB	EA	Absorption test		\$35.00
56BC	HR	Hydrostatic test (monitoring only)		\$40.00
56BD	HR	After 1st hour		\$40.00
57BA	EA	Water Retention by concrete curing materials (ASTM C-156)		\$395.00
57BB	EA	Length of change test (ASTM C-157)		\$630.00

**Cement Testing**

58BA	SAMPLE	Portland Cement ASTM physical tests		\$470.00
58BB	SAMPLE	Portland Cement ASTM chemical analysis Types I, III, IV & V		\$350.00

58BC	SAMPLE	Type II		\$350.00
59BA	GROUP 3 EA	Compressive strength ASTM C-109 w/o complete phys.		\$140.00
60BA	GROUP 3 EA	Tensile strength ASTM C-190		\$140.00
61BA	SAMPLE	Gillmore time of set ASTM C-266		\$140.00
62BA	SAMPLE	False set ASTM C-359		\$120.00

### Chemical Analysis

63BA	SAMPLE	Cement content of hardened concrete ASTM C-88@PG		\$590.00
64BA	SAMPLE	Lime Rock analysis/F.D.O.T. specifications (carbonates)		\$50.00
65BA	EA	Sampling and testing fly ash for use as admixture in concrete (ASTM C-311)		\$395.00

### Concrete Aggregate Tests

67BA	SAMPLE	Sieve analysis, fine or coarse		\$40.00
68BA	SAMPLE	Absorption		\$25.00
69BA	SAMPLE	Specific gravity		\$25.00
70BA	SAMPLE	Weight per cubic foot		\$25.00
71BA	SAMPLE	Material finer than #200 sieve		\$25.00
72BA	SAMPLE	Organic (Calorimetric ASTM C-40)		\$35.00
73BA	SAMPLE	Los Angeles abrasion graded material		\$130.00
74BA	SAMPLE	Los Angeles abrasion uncrushed materials		\$160.00
75BA	SAMPLE	Soundness (5 cycle sodium sulfate)		\$200.00
76BA	SAMPLE	Deleterious substances		\$100.00

**Engineering Services\* As Requested and Required**

77CA	HR	Field		\$75.00
77CB	HR	Professional / Registered Engineer		\$100.00
77CC	HR	Principal		\$120.00
*As applicable, attach additional rate schedule				

**Technical Services\*\* As Required for Special Testing (Including Hydrostatic Testing)**

78DA	HR	Regular Technician (RT)		\$40.00
78DC	HR	Senior		\$50.00
78DE	HR	Chief		\$60.00
** As Required attach additional rate schedule				
79EA	MILE	Mileage charge (Not To Exceed FL Statute: FS 112.06)		N/C

**Asphalt Inspection****Asphalt Concrete Paving Plant Inspection:**

80FA	HR	Services of each technician/day		\$60.00
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**Asphaltic concrete paving - Job Inspection:****Asphalt Testing****Aggregate Tests**

81FA	SAMPLE	AC, RC and MC grades Asphalt (AASHTO Spec)		\$470.00
81FB	HR	Belkaman beam test equipment (portal to portal)		\$45.00
82FA	SAMPLE	Emulsified Asphalt (AASHTO Spec)		\$510.00
83FA	EA	Bond Strength PSI		\$200.00

83FB	EA	Distillation		\$150.00
83FC	EA	Ductility		\$180.00
83FD	EA	FlashPoint (Cleveland open cup) (Open tag) (ASTM D-3143)		\$70.00
83FE	EA	Float		\$80.00
83FF	EA	Furol viscosity		\$70.00
83FG	EA	Loss on heating		\$80.00
83FH	EA	Penetration		\$65.00
83FI	EA	Softening point (ring & ball)		\$65.00
83FJ	EA	Solubility in carbon tetrachloride		\$65.00
83FK	EA	Minimum charge for a single report		\$60.00
84FA	SAMPLE	Bitumen content (ASTM D-4)		\$80.00
84FB	SAMPLE	Gradation of extracted aggregate		\$45.00
85FA	SAMPLE	Asphaltic concrete extraction (F.O.B. Lab), Hubbard Field or Marshall Stability Tests (F.O.B. Lab)		\$65.00
86FA	SAMPLE	Marshall		\$120.00
86FB	SAMPLE	Hubbard - Field		\$150.00

**Asphaltic Concrete Paving Design Mixes**

87FA	MIX	Marshall Method - includes above but with standard Marshall method tests replacing H-F stability Hubbard Field - includes aggregate, tests, calculation of mix formula and trail batches with H-F stability tests		\$945.00
87FB	MIX		2 Inch	\$790.00
87FC	MIX		6 Inch	\$940.00

88FA	SAMPLE	Compaction or density tests (F.O.B. Lab)		\$4.00
89FA	HR	Sampling Pavement for density or thickness, using contractors equipment and drive method		\$60.00

**FIBERGLASS PIPE**

90GA	EA	Tensil test (ASTM D-638)		\$300.00
91HA	EA	Flexural test (ASTM D-790)		\$300.00

**Load Testing**

92IA	HR	Services of Engineering technician for load testing structures and components (day increments)		\$47.00
92IC		Equipment for test set-up		\$500.00

**Special Testing**

93NA	EA	Special testing not otherwise specified (see para. 8.0 additional work) (cost plus svr chg/test)	Unit Service Charge	\$40.00
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**Paints**

94PA	DAY	Paint thickness testing, dry film on iron or steel		\$350.00
94PC	MILE	Portal to portal Piling		N/C
95SA	DAY	Pile driving Inspection		\$390.00
95SB	EA	Pile load test up to 60 tons		\$2,050.00
95SC	EA	Pile load test up to 120 tons		\$2,370.00
95SD	DAY	Pile Driving Analyzer (PDA)		\$865.00
	EA	CAPWAP Analysis		\$440.00
95SG	DAY	Pile Integrity Tester (PIT)		\$440.00

96SA	LF	Pile manufacturing inspection		\$1.35
96SB	DAY	Minimum Charge		\$365.00
96SC	DAY	Pile manufacturing inspection, per man/day		\$365.00
96SE	CYLINDER	Concrete Cylinder		\$10.00
97TA	DAY	Services of Radiographic technician, portable dark room and equipment complete		\$500.00
97TC	SHEET	Film charge, 4 x 17" or smaller size		\$12.00
97TD	SHEET	Over 4 x 17" in size		\$14.00
97TE	DAY	Additional technician (Radiographers helpers) Laboratory Radiography		\$315.00
98TA	EXPOSURE	Radiographic inspection of items delivered to lab Sampling		\$60.00
99UA	HR	Services of technician for sampling		\$40.00

#### Soil Percolation Tests

100VA	TEST	Soil percolation tests (FL Dept. of Pollution Control)		\$220.00
100VB	TEST	Soil infiltration rate test using double ring infiltrometer (ASTM D-3385)		\$400.00
100VC	LF	Auger boring		\$9.00

#### Soil Cement Stabilization

101WA	DAY	Soil survey & soil cement field control inspection		\$301.00
102WA	MIX	Soil cement laboratory design mixes (PCA method)		\$165.00
102WB	EACH	Compressive Strength of Cement Treated Base Field Pills		\$30.00
102WC	EACH	Compressive Strength of Cement Treated Base Cores		\$30.00
103WA	SAMPLE	Mechanical analysis complete (sieve and hydrometer analysis and specific gravity)		\$100.00

104WA	SAMPLE	Moisture determination		\$14.00
105WA	SAMPLE	Shear test-direct, consolidation quick type		\$240.00
106XA	SAMPLE	Specific gravity - absolute		\$50.00
107XA	SAMPLE	Triaxial compression tests const.		\$195.00
107XB	SAMPLE	Const. Col. Consol. Type		\$500.00
	EA	Wave Equation Analysis		\$800.00
	SAMPLE	Organic Content		\$40.00
	SAMPLE	PLM Analysis of Asbestos		\$40.00
	SAMPLE	TEM Sample		\$300.00
	SAMPLE	Phased Contrast Microscopy (Air)		\$15.00
	SAMPLE	Analytical Testing for Lead in Bulk Sample		\$50.00

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## SCHEDULE OF REIMBURSABLE & ADDITIONAL CHARGES

COUNTY will reimburse CONSULTANT for the following:

- A. Expense of reproduction beyond the costs associated with providing monthly status, invoices, reports and routine correspondence:
- |                                   |                  |
|-----------------------------------|------------------|
| Plan Sheet (24" x 36")            | \$1.50 per sheet |
| Plan Sheet (oversize)             | actual cost      |
| Color Photo Copies (8-1/2" x 11") | \$2.00 per page  |
| Copy Machine Reproductions        | \$0.15_per copy  |
- B. Actual charges for long distance telephone calls, including applicable local, state and federal taxes, but excluding those made to Manatee, Sarasota, Orange, Polk, Pinellas or Hillsborough counties, as documented by copies of original invoices.
- C. Travel at the written request of COUNTY will be reimbursed in accordance with the limitations provided in Florida Statute 112.061, excluding travel in Manatee, Sarasota, Orange, Polk, Pinellas or Hillsborough Counties.
- |                      |                 |
|----------------------|-----------------|
| Per Diem             | \$36.00 per day |
| Hotel Accommodations | actual cost     |
| Mileage              | \$.555 per mile |
- D. Actual charges for application fees charged in the process of obtaining the permits outlined in the scope of work as documented by copies of original invoices.
- E. Actual charges for Courier Service furnished at the request of COUNTY, at rates not to exceed \$12.00 per package and to be documented by copies of original invoices.
- F. Actual time for computer modeling service (to include CAD, GIS, hydraulic modeling, process modeling, and CFD) at rates not to exceed \$12.00 per hour as documented by copies of records of service use.
- G. Actual direct costs of subconsultants and subcontractors approved by the COUNTY, plus an administrative fee of five percent (5%).

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**EXHIBIT C  
SAMPLE WORK ASSIGNMENT**

AGREEMENT 17-0523JE

WORK ASSIGNMENT NUMBER: \_\_\_\_\_

Pursuant to the Manatee COUNTY, Florida, Agreement for Utility Architecture / Engineering Services entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and **MCKIM & CREED, INC.**, hereinafter referred to as "CONSULTANT," a determination has been made by COUNTY that there is a need for the performance of or rendering of services by CONSULTANT of a certain "Work Assignment" under the purview of said Agreement, and CONSULTANT is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT: \_\_\_\_\_

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

CONSULTANT shall perform tasks as more specifically detailed in Attachments \_\_\_\_\_ 1 through 3 as follows:

- Attachment 1, Scope of Services
- Attachment 2, Hourly Fee Schedule
- Attachment 3, Schedule

Compensation to CONSULTANT for rendering all of the above identified services and products shall not exceed \$\_\_\_\_\_. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description # \_\_\_\_\_ - \$ \_\_\_\_\_

Task/Description# \_\_\_\_\_ - \$ \_\_\_\_\_

COUNTY may authorize, in writing, in advance, adjustments in the compensation for particular tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Partial compensation may be requested on a monthly basis for unit prices and actual hours incurred but not to exceed the percentage of the task completed.

CONSULTANT agrees to perform or render services in accordance with the Agreement 17-0523JE for Utility Architecture / Engineering Services and this Work Assignment.

**MCKIM & CREED, INC.**

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

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

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

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

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

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

Printed Name: Theresa Webb, CPPO,  
CPPB, CPSM, C.P.M.

Title: Procurement Official

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

EXHIBIT D  
AFFIDAVIT OF NO CONFLICT

AGREEMENT 17-0523JE

STATE OF FLORIDA

COUNTY OF Pinellas

BEFORE ME, the undersigned authority, personally appeared Street Lee, as Sr. Vice President of McKim + Creed, Inc., with full authority to bind McKim & Creed, Inc. (hereinafter "CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

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

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

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

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. 17-0523JE for Utility Architecture/Engineering Services.

DATED this 31 day of January, 2018.

[Signature]  
Signature

The foregoing instrument was sworn to and acknowledged before me this 31 day of January, 2018, by Street Lee, as Sr. Vice President of McKim + Creed. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida at Large

Commission No. \_\_\_\_\_



**EXHIBIT E  
INSURANCE AND BOND REQUIREMENTS**

The CONSULTANT will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The CONSULTANT shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Automobile Liability:	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles.</p> <p>\$ <u>1,000,000</u> combined single limit, or \$2,000,000 bodily injury and property damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), Hired, Non-Owned Liability and \$10,000 Medical Payments.</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	<p>Coverage shall be afforded under a per occurrence policy form.</p> <p>\$<u>1,000,000</u> single limit per occurrence;            \$<u>2,000,000</u> aggregate            \$_____ Products/Completed Operations Aggregate            \$1,000,000 Personal and Advertising Injury Liability            \$100,000 Fire Damage Liability            \$10,000 Medical Expense, and            \$_____ Third Party Property Damage.            \$_____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
3. <input checked="" type="checkbox"/> Employer's Liability:	\$ <u>1,000,000</u> each accident
4. <input checked="" type="checkbox"/> Worker's Compensation:	<p>Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits &amp; Requirements.</p> <p>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</p> <p><u>Note:</u> 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 employee liability coverage for all personnel on the worksite</p>

Insurance / Bond Type	Required Limits
	<p>and in compliance with the above requirements.</p> <p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p>5. <input type="checkbox"/> Other Insurance, as noted:</p>	<p>a. <input type="checkbox"/> Aircraft Liability</p> <p>\$ _____ per occurrence</p> <p>Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>b. <input type="checkbox"/> Installation Floater</p> <p>If the resulting Agreement <b>does not</b> include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, CONSULTANT shall provide an "<b>Installation Floater</b>" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Pollution</p> <p>\$ _____ per occurrence</p> <p>d. <input checked="" type="checkbox"/> Professional Liability and/or Errors and Omissions (E&amp;O) Liability</p> <p>Professional (E&amp;O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than \$1,000,000 Each Claim, \$1,000,000 Policy Aggregate.</p> <p>e. <input type="checkbox"/> Builder's Risk Insurance</p> <p>When this contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, the following insurance coverage must be afforded:</p> <p>Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an amount equal to 100% of the value upon completion or the value of the equipment to be installed.</p> <p>Coverage should 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.</p> <p>The policy shall not carry a self-insured</p>

Insurance / Bond Type	Required Limits
	retention/deductible greater than \$10,000.
	<p>f. <input type="checkbox"/> Cyber Liability</p> <p>Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for 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, and \$_____ Public Relations Expense.</p> <p>The policy must not carry a self-insured retention/deductible greater than \$_____.</p> <p>g. <input type="checkbox"/> Hazardous Materials Insurance</p> <p>Hazardous materials includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules of regulations of Florida or any Federal Agency.</p> <p><i>Pollution Liability</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Asbestos Liability (If handling within scope of Contract)</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Disposal</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate and not less than the value of the contract, subject to a \$_____ minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p> <p><i>Hazardous Waste Transportation Insurance</i></p> <p>Coverage must be afforded under a per occurrence</p>

Insurance / Bond Type	Required Limits
	<p>policy form for limits not less than the value of the contract, subject to a \$_____ minimum, per accident.</p> <p>The 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.</p> <p>The CONSULTANT must also provide the EPA Identification Number.</p> <p>h. <input type="checkbox"/> Liquor Liability Coverage must be afforded under a per occurrence policy form for limits not less than \$_____ Each Occurrence and Aggregate.</p> <p>i. <input type="checkbox"/> Garage Keeper's Liability Coverage shall be required if the maintenance, servicing, cleaning or repairing of any COUNTY motor vehicles is inherent or implied within the provision of the contract. Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>j. <input type="checkbox"/> Bailee's Customer Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>k. <input type="checkbox"/> Watercraft \$_____ per occurrence</p>
<p>6. <input type="checkbox"/> Bid Bond:</p>	<p>A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total proposal offer. Bid bond shall be submitted with the sealed proposal and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the proposer may file an alternative form of security in the amount of 5% of the total offer, in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee COUNTY.</p>
<p>7. <input type="checkbox"/> Payment and Performance Bond:</p>	<p>A construction project over \$200,000 requires a Payment and Performance Bond be submitted by 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.</p>

## **INSURANCE REQUIREMENTS**

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

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

- a. **“Manatee COUNTY, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONSULTANT, his agents, representatives, and employees; products and completed operations of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONSULTANT shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee COUNTY, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONSULTANT's insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONSULTANT's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

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

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

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONSULTANT shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee COUNTY, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.



In addition, when requested in writing from the COUNTY, CONSULTANT will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

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

- c. The project's solicitation number and title shall be listed on each certificate.
- d. CONSULTANT shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONSULTANT agrees that should at any time CONSULTANT fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONSULTANT waives all subrogation rights against Manatee COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONSULTANT has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONSULTANT's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONSULTANT shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONSULTANT shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONSULTANT's deductible or self-insured retention and to require that it be reduced or eliminated.

### **III. LIABILITY**

CONSULTANT understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY's failure to request evidence of this insurance coverage shall not be construed as a waiver of CONSULTANT's obligation to provide and maintain the insurance coverage specified.

## **VI. WAIVER OF IMMUNITY**

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.

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