



CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)

AGREEMENT No. 18-TA002645JE

**PROFESSIONAL SERVICES - ENGINEERING AND
CONSULTING SERVICES FOR BEACH RENOURISHMENT**

between

**MANATEE COUNTY
(COUNTY)**

and

**APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
(CONSULTANT)**

**AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES FOR BEACH
RENOURISHMENT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.**, a corporation, (“**CONSULTANT**”) with offices located at 2481 NW Boca Raton Boulevard, Boca Raton, FL 33431, and duly authorized to conduct business in the State of Florida. **COUNTY** and **CONSULTANT** are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, **CONSULTANT** engages in the business of providing engineering and consulting services; and

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

WHEREAS, this Agreement is a result of **CONSULTANT**’S submission of a proposal in response to Request for Proposal No. 18-TA002645JE and **COUNTY** thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code and Florida Statutes § 287.055.

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

ARTICLE 1. SCOPE OF SERVICES

CONSULTANT shall provide professional services as described in Exhibit A, Scope of Services. “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 six (6) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Work Assignment
- Exhibit D** Affidavit of No Conflict
- Exhibit E** Insurance and Bond Requirements
- Exhibit F** Federal Grant Forms

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 date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force until all Work Assignments issued during the effective period of this Agreement are completed, unless terminated by COUNTY pursuant to Article 12, but not to exceed five (5) years.
- B. COUNTY reserves the right to extend the initial term of one (1) year for an additional four (4) one (1) year renewal options not to exceed a total of five (5) years.

ARTICLE 4. 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 9.
- B. Compensation to CONSULTANT shall be based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized for each Work Assignment.
- C. The fee rates specified in Exhibit B shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the services specified in **Exhibit A** at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice that includes a description of authorized work performed and/or expense incurred, and the total unpaid compensation CONSULTANT represents as being due and owing as of the invoice date. All invoices shall include the OneSolution number which COUNTY shall assign to this Agreement and will be provided to CONSULTANT in writing, upon execution of this Agreement.
- D. If any Task requires units of deliverables, such units must be received and accepted in writing by the COUNTY prior to payment.

- E. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- F. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONSULTANT on any other Agreement between CONSULTANT and COUNTY.
- G. If any Work Assignment requires units of deliverables, then such units must be received and accepted in writing by the COUNTY prior to payment.
- H. All costs of providing the services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in Exhibit B.
- I. Any dispute between COUNTY and CONSULTANT with regard to the percentage of the Work Assignment that has been completed or CONSULTANT'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 14 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONSULTANT

- A. CONSULTANT shall appoint an Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT'S Agent shall have the authority to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by this Agreement. CONSULTANT'S Agent shall have the right to designate other employees of CONSULTANT to serve in his or her absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONSULTANT shall perform the work in accordance with the terms and conditions of this Agreement.
- C. CONSULTANT shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONSULTANT shall be responsible for collecting all existing data required for the successful completion of each task.
- E. CONSULTANT shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit D**.

- F. CONSULTANT shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT'S work under this Agreement. CONSULTANT shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONSULTANT shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONSULTANT shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONSULTANT shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONSULTANT remove from the project any of CONSULTANT'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONSULTANT is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. COUNTY shall provide prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONSULTANT and shall respond and issue notices to proceed in a timely manner.

- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONSULTANT.

ARTICLE 8. COUNTY'S PROJECT MANAGER

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

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONSULTANT.
- B. Providing CONSULTANT written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.
- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.
- D. Provide CONSULTANT with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

ARTICLE 9. 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. From the services listed in **Exhibit A**, the specific services to be provided under the Work Assignment and any additional information necessary to describe the nature of these services.
 - 3. The services that will be furnished for a fixed fee and the services to be furnished based upon time and charges provided.
 - 4. The maximum total compensation and reimbursable expenses that will be paid to

CONSULTANT by COUNTY upon completion of the Work Assignment.

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 the completion of the entire Work Assignment, such date shall be stated in the Work Assignment.
 6. Additional duties and obligations of the Parties with respect to a Work Assignment that are not provided for in this Agreement.
 7. The identification of the person(s) who will serve as CONSULTANT'S Project Manager and COUNTY'S Project Manager for the Work Assignment.
- 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 of said date, 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.
- 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. It shall be the responsibility of CONSULTANT to ensure that all projects and services are completed timely. If the completion of a project or service is expected to be delayed, 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.
- F. Any Work Assignment, including reimbursable expenses, shall not be effective until approved and executed by the County.
- G. When a Work Assignment is 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 this period of time, the services shall be deemed to have been accepted by COUNTY. However, acceptance of the work performed by CONSULTANT shall never be construed as an acceptance of improper, defective or deficient work.

ARTICLE 10. 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 11. 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 12. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement (Work Assignments, if applicable), to include:
 - a. Failure to provide products or services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
 - b. Failure to deliver the supplies or perform the services within the time specified in the Work Assignments; or
 - c. Progress that is at a rate that disrupts the overall performance of this Agreement.

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.
4. In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONSULTANT shall:
 - a. Stop work on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
 - d. Continue and complete all parts of that work that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

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

ARTICLE 13. 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 this Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain transition services necessary to shift the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 14. DISPUTE RESOLUTION

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. 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 that is determined to be owed by the COUNTY.

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

ARTICLE 15. COMPLIANCE WITH LAWS

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

ARTICLE 16. NON-DISCRIMINATION

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities

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 17. 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 upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONSULTANT shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least 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 of receipt by CONSULTANT. CONSULTANT shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 18. PUBLIC RECORDS

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

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

- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONSULTANT does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

**Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205**

ARTICLE 19. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action of 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.

ARTICLE 20. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 21. INSURANCE

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

ARTICLE 22. LEGAL SERVICES

If notified in writing by the Office of the County Attorney, 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 Florida Statutes § 112.061 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 23. SOLICITATION OF AGREEMENT

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

ARTICLE 24. ASSIGNMENT AND SUBCONTRACTING

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

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

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

ARTICLE 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 agreement 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:

Thomas Pierro, PE, D.CE – Senior Project Manager / Principal Engineer
Michelle Pfeiffer, PE – Project Manager / Senior Coastal Engineer
Lauren Floyd – Senior Marine Biologist
Beau Suthard, P.G. – Marine Geophysicist
Erica Carr-Betts – Coastal Engineer

CONSULTANT shall not remove such key personnel from providing the services contemplated by 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 this Agreement. The COUNTY will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONSULTANT shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

ARTICLE 27. SUB-CONSULTANTS

If CONSULTANT receives written approval from the COUNTY to use the services of a sub-consultant(s), CONSULTANT shall utilize the fees specified in **Exhibit B**. CONSULTANT shall notify COUNTY of any replacements or additions to sub-consultants and receive prior written approval of COUNTY for replacements or additions before the use of the sub-consultant.

ARTICLE 28. 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 29. 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
 Parks and Natural Resources Department
 Attn: Director
 5502 33rd Avenue Drive West
 Bradenton, FL 34209
 Phone: (941) 742-5923
 Email: charlie.hunsicker@mymanatee.org

To CONSULTANT: Aptim Environmental & Infrastructure, Inc.
 Attn: Thomas Pierro, Director of Operations
 2481 NW Boca Raton Boulevard
 Boca Raton, FL 33431
 Phone: (561) 391-8102
 Email: thomas.pierro@aptim.com

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 this Agreement or for debts or claims accruing to such parties. CONSULTANT shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 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, Florida Statutes § 287.133, 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. 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 35. 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 36. 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 37. 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 38. 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 professional engineering and consulting services for beach renourishment services.

ARTICLE 39. 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 40. 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 41. 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 42. 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 43. 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 44. 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.

**APTIM ENVIRONMENTAL &
INFRASTRUCTURE, INC**

By: 

Thomas Pierro, Director of Operations
Print Name & Title of Above Signer

Date: 10/2/2018

MANATEE COUNTY, a political subdivision
of the State of Florida

By: _____

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

Title: Purchasing Official

Date: _____

EXHIBIT A
SCOPE OF SERVICES

A.01 **SCOPE**

CONSULTANT shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Engineering and Consulting Services for Beach Renourishment (“project scope”) that will meet the requirements of the COUNTY. CONSULTANT shall comply with all applicable Federal Emergency Management Agency (FEMA) and United States Army Corps of Engineers (USACE) regulations and requirements in providing any services for the COUNTY.

A.02 **REQUIREMENTS:**

CONSULTANT shall provide the following requirements:

I. PRELIMINARY SERVICES PHASE

A. Engineering and Consulting

CONSULTANT shall provide the engineering and consulting services to execute the project scope, such as: field studies, planning, conceptual design, numerical modeling, preliminary and final engineering, cost estimates and permitting of beach renourishment and other marine projects along tidally influenced shorelines in Manatee County. These engineering and consulting services include, but are not limited to, the following:

1. Provide services that include assisting the COUNTY with issues related to the implementation of coastal projects, including coordination, feasibility, design, permits, funding acquisition and reimbursement, preliminary project investigations, cost studies and economic comparisons, plan comparisons and modifications as appropriate.
2. Conduct surveys and studies necessary to identify sediment (sand) sources to achieve the project scope.
3. Conduct environmental studies, field investigations and be familiar with habitats of concern.
4. Conduct numerical modeling studies related to the processes of coastal and tidal habitats, beaches, inlets, bays, and other waterways in support of beach renourishment programs and other marine projects.
5. Conduct peer reviews, coastal process forecasting services, and assessment studies for coastal impacts, vulnerability, resiliency, and marine-influenced development projects as may be required by the COUNTY.
6. Assist the COUNTY in applying for the State of Florida and USACE permits and approvals for beach nourishment, including the possible extension of the Erosion Control Line (ECL) to achieve the project scope.
7. Provide coastal and hydrographic survey services that may be required for design, monitoring, modeling, funding and emergency assistance services.

8. Conduct services associated with design, permitting and construction of coastal structures in support of the project scope.
9. Provide services for assistance with the management of inlets and tidal passes as may be required by the COUNTY.

B. Identification of a Beach Renourishment Sediment Source

CONSULTANT shall provide the engineering, geotechnical, environmental, and related services to conduct the studies and surveys necessary to obtain the appropriate permits and approvals. At the direction of the COUNTY, CONSULTANT shall conduct studies and evaluations necessary to identify a sediment source for the Anna Maria Island Beach Renourishment Program, which includes the federally-authorized and non-federal beach nourishment projects. Services shall include, but are not limited to, the following:

1. Performance of seismic and side sonar surveys to locate potential borrow area sites.
2. Bathymetric surveys to determine water depths over the potential sites with the production of bathymetric charts.
3. Probing and vibracoring of potential borrow areas to evaluate the sediment depth and characteristics of the potential sites. Candidate borrow sites may require CONSULTANT to conduct a magnetometer survey to locate potential historical resources. NOTE: The selected borrow area(s) should be designed to provide beach-compatible sediment with the greatest economical advantage and least environmental impact.
4. As directed by COUNTY, CONSULTANT shall coordinate with the Department of Environmental Protection (DEP) or United States Army Corps of Engineers (USACE) to provide planning details and/or study results. The appropriate charts, drawings, legal descriptions, sediment data, logs and reports of the study effort shall be provided by CONSULTANT to the aforementioned agencies.

C. Environmental Studies

As required by the COUNTY, CONSULTANT shall map, using side scan sonar or similar acceptable method, previously unmapped hardbottom areas for further investigation, or to re-map known areas, to meet regulatory requirements. As applicable, the investigation shall include:

1. Characterization of benthic communities associated with the hardbottom areas with remote sensing and/or diver assisted techniques.
2. Fish population studies for newly identified hardbottom areas or previously mapped hardbottom formations.
3. Sediment sampling, infauna analysis and diversity evaluations.
4. Miscellaneous other environmental services to include water quality issues; sea turtle protection and habitat enhancement; and artificial reef mitigation and recreational reef construction. Water quality issues may include the procurement

of a mixing zone variance for the project and preliminary services water quality monitoring.

- i. As applicable, sea turtle protection shall include the development of a sea turtle protection plan, sea turtle monitoring studies, beach sediment compaction studies and sediment tilling, as required by State or federal agencies.
- ii. Artificial reef mitigation and recreational reef planning and construction to include: the siting of a reef, determination of the appropriate acreage of the reef, selection of appropriate materials, design of the reef to maximize its environmental potential, permitting and monitoring.
- iii. Habitat enhancement to include investigating the Sarasota Bay habitat, sea bird nesting, dune habitat or any other environmental issue as required by State and/or federal regulatory agencies. This shall include meeting with the DEP or USACE; U.S. Fish & Wildlife Service; or other regulatory agencies to address environmental issues.

D. Coastal and Hydrographic Surveying Services

As required, CONSULTANT shall provide hydrographic surveying preparatory to coastal evaluations, project design and monitoring. As applicable, the surveys shall include physical and/or fathometer surveys integrated with a differential GPS system, taking into consideration environmental circumstances such as the presence of hardbottom habitat. Survey data may be used by the CONSULTANT in the engineering evaluations of erosional trends, hot spot identification, shoreline and volumetric computations, as needed for project processing. Surveys, with coastal evaluation, shall be conducted as directed by the COUNTY in response to emergencies created by storm activity.

Upon request by the COUNTY, CONSULTANT shall provide:

1. Aerial photography concurrent with the above referenced surveying to document existing conditions.
2. Establish the location of the Coastal Construction Control Line or the existing Erosion Control Line (ECL).
3. Temporary construction easement surveys.

E. Erosion Control Line Extension

Prior to the construction of the beach nourishment projects on Anna Maria Island, an ECL was established within the project areas. At the COUNTY's discretion, the renourishment project may be expanded for an additional distance to incorporate additional shoreline within Anna Maria Island. As directed by the COUNTY, CONSULTANT shall provide services required to extend the ECL. If required, a survey will be performed utilizing State approved methods for establishing an ECL. The appropriate ECL documents shall be prepared by CONSULTANT, including a legal description of the mean high-water survey intended for ECL establishment. CONSULTANT shall assist the COUNTY with obtaining State approval of the ECL

and entry in to COUNTY records.

F. Coordination and Processing of the Federal Beach Renourishment Project

Utilizing all available information, CONSULTANT, at the direction of the COUNTY, shall provide an evaluation of the beach renourishment design prepared by the USACE. As required, CONSULTANT shall:

1. Assist the COUNTY and the USACE in preparing and evaluating a General Reevaluation Report or a General Design Memorandum Addendum and/or Limited Re-evaluation Report for the originally authorized project.
2. Address issues related to the Local Cooperation Agreement, which exists for the project, including a possible addendum to the agreement to address increasing the re-nourishment project size, cost, or cost sharing based on economic evaluations.
3. Assist the COUNTY in preparing documents and attending meetings with the USACE and Congressional members to secure approval for a locally constructed, reimbursable funded project.
4. Design the beach renourishment project, and provide construction phase and post-construction services, as required.
5. Assist the COUNTY in addressing Public Law 84 99 studies related to emergency funding in the event a storm strikes the Anna Maria Island project.
6. Provide services and products to the USACE in accordance with COUNTY in-kind service agreement, or other such agreement, with the federal government.

G. Project Permitting

Project permits shall be required from the DEP, USACE and local cities within the project area. As such, CONSULTANT shall:

1. Participate in pre-application meetings with these agencies and other organizations to make necessary presentations and determine the concerns of the regulatory and advisory agencies.
2. Assist the COUNTY in applying for the Joint Coastal Permit, consent of use easements, wetlands permit, mixing zone variance, coastal compliance approval and all other required approvals for the project.
3. Address issues related to environment, threatened and endangered species, coastal erosion, previous project performance, borrow areas, sediment characteristics, project need, design details, water quality concerns and other issues which must be addressed to secure permits.
4. Respond to a series of questions from agencies, providing the required information, analyses, evaluations, analytical and numerical models, monitoring plans, studies and field investigations needed in response to regulatory agency questions.
5. Review the permit and other approval conditions imposed by agencies.
6. Interact with regulatory agencies to meet requirements and permitting parameters acceptable to the COUNTY.
7. As necessary, provide suggested conditions to the agencies to expedite the permitting process.

8. If required, travel to regulatory agencies to resolve issues of concern or share information.

H. Beach Renourishment Dredge Contract Acquisition

As required, CONSULTANT shall assist the COUNTY in identifying qualified contractors and provide consulting services during the COUNTY's solicitation process for services to construct beach renourishment projects and to build or relocate coastal and marine structures, mitigation, dunes and dune over walks or any other facilities or structures related to the beach program. Such services may include:

1. Development of plans and specifications
2. Bidding assistance and attendance at meetings
3. Review of contractor bids and recommendation of award
4. Contract negotiations for scope of work, prices and change orders, as may be required.

I. Additional Coordination and Funding Assistance

As required, CONSULTANT shall provide additional assistance to the COUNTY in coordinating with governmental or other agencies, or the public to include attendance at meetings, review of funding documentation, preparation of studies, and resolving issues related to the beach and renourishment of the beach and inlet (pass) maintenance. Additional services required of the CONSULTANT include:

1. Funding assistance for beach re-nourishment
2. Dune restoration
3. Mitigation
4. Monitoring studies
5. Other services related to beach re-nourishment and the operation and maintenance of the beach to include development of a ten (10) year funding cycle and appropriate planning-design elements and quarterly status reports, as part of the Capital Improvement Planning effort by DEP.

II. CONSTRUCTION PHASE SERVICES

CONSULTANT shall provide engineering and consulting services to observe construction of beach fill, structures, dredging, dune habitat and over walks, habitat mitigation and other facilities, features or structures related to beach renourishment projects and permit requirements. CONSULTANT shall address water quality monitoring requirements, environmental monitoring and other permitting issues. As directed by the COUNTY, CONSULTANT shall provide coordination with regulatory agencies and interact with the public on beach renourishment issues. Specific tasks related to the construction phase include the following:

A. Project Construction Phase Services

During the construction phase, CONSULTANT shall provide services that include,

but are not limited to:

1. Monitoring the mobilization and demobilization of the equipment to and from the project area.
2. Review design, specifications and permit modifications.
3. Review contractor change order requests.
4. Construction observation services, including office support and site presence.
5. Provide final certification of project completion to COUNTY and appropriate regulatory agencies.

B. Water Quality Monitoring Services

CONSULTANT shall provide water quality monitoring and reporting, as required by the DEP permit. The COUNTY shall, as permitted, comply with State Water Quality Standards and provide reports to the DEP. CONSULTANT shall:

1. Prepare a proposed water quality monitoring program for COUNTY review, acceptance and submission to the DEP.
2. Assist COUNTY in negotiating acceptance of the program by DEP.
3. Provide field sampling and analysis, or review of sampling and analysis by a third party.
4. Provide daily analysis and reports regarding the water quality monitoring results of the program.
5. Submit reports required by DEP, in compliance with permit requirements.
6. Water quality monitoring as part of the environmental monitoring report, if water quality is monitored by CONSULTANT at stations other than near shore beach sites or the borrow area. Such stations may include locations over the hardbottom (natural reefs), artificial reefs, at passes or within the bay.

C. Environmental Monitoring Services

CONSULTANT shall provide environmental monitoring services, as required, subject to the DEP permit requirements, as follows:

1. Conduct a thorough review of previous monitoring results of the Anna Maria Island area.
2. Provide, as a minimum, the following monitoring: hardbottom (natural reef), artificial reef, bay, sea bird nesting, marine turtle and other habitats in the project area.
3. Hardbottom monitoring may include environmental station establishment, transect establishment, photography, sedimentation, water quality monitoring, and reporting.
4. Similar monitoring (as detailed above) if required over artificial reef sites.
5. Bay monitoring to address water quality, sedimentation and habitat (such as seagrass bed) monitoring.
6. If nesting sea birds are a permit consideration, monitoring of nesting sites to avoid disturbance.
7. Prepare and submit all environmental monitoring plans and reports required by State and federal permits and approvals.

D. Agency Coordination

Permits, easements, and other approvals will be issued by the State, federal and other governmental agencies. CONSULTANT shall:

1. Coordinate all permitting requirements with the COUNTY and the respective government agencies.
2. Assist the COUNTY and other affiliated local government agencies relative to local ordinances and resolutions.

III. POST-CONSTRUCTION PHASE SERVICES

A. Coordination and Consulting

Upon request by the COUNTY, CONSULTANT shall provide post-construction phase services, which include:

1. Beach, borrow area and environmental monitoring as required by project permits.
2. Assist the COUNTY with any federal coordination efforts, including compliance with operations and maintenance requirements.
3. Assist the COUNTY in addressing issues such as hot spot development, dune restoration, beach tilling, drifting sand, and other beach re-nourishment project issues.

B. Environmental Monitoring Services

As requested by the COUNTY, CONSULTANT shall provide environmental monitoring services to include, but not be limited to:

1. Continuing environmental monitoring services in the post-construction phase.
2. Comparing monitoring analyses with pre-nourishment, initial nourishment, pre-re-nourishment and re-nourishment construction project phases.
3. Conduct monitoring in accordance with permit requirements and other approvals to meet all environmental monitoring reporting requirements. Monitoring services include hardbottom, water quality, artificial reef, sea turtle nesting, sea bird nesting, bay habitats or other habitat as identified in the permits and approvals.

C. Beach and Borrow Area Monitoring Services

As requested by the COUNTY, CONSULTANT shall provide beach and borrow area monitoring services to include but not be limited to:

1. Conducting topographic and hydrographic surveys of the beach, near shore zone and borrow area for the project area and adjacent shorelines.
2. Comparing survey analyses with pre-nourishment, initial nourishment, pre-re-nourishment and post re-nourishment construction project phases.
3. Integrating the survey information into an evaluation of the beach re-nourishment project performance assessment and borrow area infilling rate.

4. Obtaining sand samples from the beach profile lines identified in the permit and analyze to determine changes in grain size characteristics.
5. Prepare and submit all physical monitoring plans and reports required by State and federal permits and approvals.

D. Operation and Maintenance Services

As requested by the COUNTY, CONSULTANT shall provide operations and maintenance services to assist the COUNTY in meeting its requirements to USACE for providing operation and maintenance services for the beach re-nourishment project. These operation and maintenance services include, but are not limited to:

1. Post-construction surveillance and observations of beach changes
2. Infrastructure issues, right-of-way encroachment, and evaluation of walkways on public lands.

E. Other Post-Construction Phase Services

As requested by the COUNTY, CONSULTANT shall provide other post construction phase services to include but not be limited to:

1. Assisting the COUNTY with issues related to beach re-nourishment; beach changes; stormwater drainage and ponding; changes in shell content and issues requiring technical or environmental input.
2. Incorporating data into an annual report for review and approval by COUNTY and further distribution to the State and USACE, in accordance with permit requirements.
3. Upon completion of review, prepare annual report in accordance with State format for resubmittal.

F. Storm Related Services

As requested by the COUNTY, CONSULTANT shall provide other services to include but not be limited to:

1. Conducting field studies, planning, design and construction services of beach re-nourishment projects within Manatee County related to pre-and post-storm damage assessments requested by State and federal agencies
2. Preparation of documentation required to obtain funding assistance following storm declarations by State and federal entities including the Federal Emergency Management Agency and Army Corps of Engineers.
3. Completing a variety of tasks associated with storm impacts and beach renourishment for Anna Maria Island.

IV. ADDITIONAL SERVICES

The selected Proposer shall provide other unforeseen marine-related services for projects or activities that may be required in the area of marine and coastal engineering, numerical modeling, marine biology, marine geology, coastal and hydrographic surveying, GIS,

CAD and related website services, and environmental/coastal cleanup and monitoring, as may be required by the COUNTY.

V. FUNDING

Due to the unique nature of the service requirements in this Scope, in most situations, limited COUNTY funding will be available to accomplish the services. Therefore, CONSULTANT shall propose the most cost-effective solutions to accomplish the services. CONSULTANT shall provide cost effective proposals within short time frames, as requested by COUNTY, and commence and complete work within the time constraints of the regulatory approval agencies.

EXHIBIT B
FEE RATE SCHEDULE

I. PERSONNEL CLASSIFICATION

TITLE	HOURLY RATE (RATE PER HOUR)
Expert Witness (Testimony)	\$340.00
Principal Engineer	\$295.00
Senior Project Manager	\$265.00
Senior Coastal Engineer	\$185.00
Program Manager	\$185.00
Project Manager	\$165.00
Coastal Engineer III	\$165.00
Coastal Engineer II	\$125.00
Coastal Engineer I	\$110.00
Coastal Modeler II	\$130.00
Coastal Modeler I	\$115.00
Professional Surveyor & Mapper	\$145.00
Hydrographer	\$130.00
Surveyor	\$95.00
Survey Technician	\$80.00
Senior Marine Biologist	\$150.00
Marine Biologist II	\$95.00
Marine Biologist I	\$85.00
Professional Geologist	\$130.00
Geologist III	\$135.00
Geologist II	\$95.00
Geologist I	\$80.00
Senior CAD Operator	\$170.00
CAD Operator	\$110.00
GIS Operator	\$110.00
Boat Captain	\$80.00
Bookkeeper	\$85.00
Clerical	\$85.00
Technician	\$60.00

II. EQUIPMENT

TITLE	RATE
Truck (2WD road use)	\$0.565/mile
Truck (4WD beach use)	\$110.00/day
Survey Boat (28 ft. Parker)	\$1,050.00/day
Survey Boat (24 ft. Privateer)	\$790.00/day
Survey Sea Sled	\$310.00/day
All Terrain Vehicle	\$105.00/day
Enclosed 18" Trailer	\$78.00/day
Trimble RTK GPS	\$495.00/day
Trimble Differential GPS	\$415.00/day
Leitz Total Station w/ Data Collector	\$130.00/day
Hand Laser Range Finder	\$15.00/day
Range Azimuth System	\$310.00/day
Odom Hydrotrack Sounder	\$165.00/day
Heave, Pitch, Roll Compensator	\$215.00/day
Odom ES3PT Multibeam	\$600.00/day
Speed of Sound Velocity Meter	\$63.00/day
Hypack/DredgePack Navigation System	\$260.00/day
Hypack/Hysweep	\$260.00/day
Nortek AWAC ADCP High Frequency Deepwater Wave Height, Direction and Current Profiler	\$5,000.00/month (monthly cost may be pro-rated for shorter periods of use)
Nortek Aquadopp ADCP Low Frequency Shallow Water Wave Height, Direction and Current Profiler	\$2,900.00/month (monthly cost may be pro-rated for shorter periods of use)
Nortek Storm Software for Wave and Current Data Processing	\$50.00/day
Primer Statistical Package	\$200.00/project
X-STAR CHIRP 512i Seismic Profiler System	\$1,150.00/day
Seismic Profiler Thermal Printer	\$130.00/day
Sonar Wizard Map Seismic Data Processing Package	\$155.00/day
EdgeTech4200 FS Sidescan Sonar	\$695.00/day
Sonar Wizard Map Sidescan Data Processing Package	\$155.00/day
Geometric G-881 Magnetometer	\$215.00/day
Schonstedt GA-52B Magnetic Locator	\$30.00/day
Jet Probe with Pump	\$55.00/day
Underwater Tide Gauge	\$175.00/day
Nikon Level/Tripod/Rod	\$65.00/day
PC PowerPoint Projector	\$50.00/day
Leitz Handheld Level	\$10.00/day
Optical Reading Compass	\$10.00/day
Garmin Handheld GPS	\$10.00/day

Turbidimeter	\$38.00/day
SCUBA Tanks (Nitrox)	\$19.00/day
Digital Camera	\$10.00/day
Underwater Camera	\$32.00/day
Underwater Camera w/ Strobes	\$75.00/day
Underwater Seadrop Integrated Camera	\$30.00/day
Underwater Video Camera	\$115.00/day
GPS Integrated Underwater Video Camera	\$435.00/day
Underwater Scooter	\$50.00/day
Sieve Analysis	\$75.00/sample
Carbonate Analysis	\$65.00/sample
Monuments	\$28.00/each
Survey Disk	\$15.00/each
Dry Suit	\$15.00/day
Ponar Sampler	\$30.00/day
Microscopes	\$20.00/day
Mobile Telephone	\$10.00/day
Penetrometer	\$55.00/day
Generator	\$60.00/day

III. SCUBA DIVING SERVICES

Equipment and Insurance	\$75.00/diver/day (Charge in addition to normal hourly rates for personnel in I. Personnel Classification)
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IV. NUMERICAL MODELS

ADCIRC Tidal Circulation Model	\$1,000.00/project
BOUSS 2D WAVE – Wave Refraction/Diffraction Model	\$1,000.00/project
MIKE21-NSW Spectral Wave Transformation Model	\$2,000.00/project
MIKE21-HD 2D Current Simulation Model	\$2,000.00/project
MIKE21-ST 2D Sediment Transport Model	\$2,000.00/project
DELFT 3D WAVE – SWAN Wave Refraction/Diffraction Model	\$1,000.00/project
DELFT 3D FLOW – 2D Hydrodynamic Model	\$2,200.00/project
DELFT 3D MORPHO – Morphodynamic Model	\$3,000.00/project
DELFT 3D WAQ – Water Quality Model	\$2,000.00/project

SCHEDULE OF REIMBURSABLE & ADDITIONAL CHARGES

Expenses of reproduction beyond the costs associated with providing monthly status, invoices, reports, and routine correspondence:

Plan Sheet (24" x 36")	\$ <u>1.25</u> per sheet
Plan Sheet (oversize)	actual cost
Color Photo Copies (8-1/2" x 11")	\$ <u>1.00</u> per page
Copy Machine Reproductions	\$ <u>.15</u> per copy

Actual charges for long distance phone 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.

Travel at the written request of the County to 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	\$.445 per mile

Actual charges for application fees charged in the process of obtaining permits outlined in the scope of services as documented by copies of original invoices.

Actual time for Courier Service furnished at the request of the County, at rates not to exceed \$12.00 per package and to be documented by copies of original invoices.

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.

Actual direct costs of subconsultants and subcontractors shall be based on actuals or Exhibit B – Fee Rate Schedule, whichever is less and shall be approved by the Contract Manager, plus an administrative fee of 5%.

EXHIBIT C
WORK ASSIGNMENT

WORK ASSIGNMENT NUMBER: _____

Pursuant to the Manatee County, Florida, Agreement for Professional _____ Services entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Insert Consultant name _____, 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 this Agreement No. _____ for Professional _____ Services and this Work Assignment dated _____.

CONSULTANT NAME, Consultant

By: _____

Print Name: _____

Title: _____

Date: _____

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

By: _____

Date: _____

EXHIBIT D
AFFIDAVIT OF NO CONFLICT

STATE OF Florida

COUNTY OF Palm Beach

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Thomas Pierro, as [INSERT TITLE] Director of Operations of [INSERT SUPPLIER NAME] Aptim Environmental & Infrastructure, Inc., with full authority to bind (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).

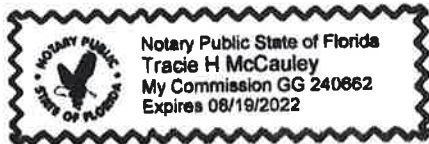
Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 18-TA002645JE for Professional Services - Engineering and Consulting Services for Beach Renourishment.


DATED this 27 day of September, 2018.



Signature

The foregoing instrument was sworn to and acknowledged before me this 27 day of September, 2018, by Thomas Pierro, as Director of Operations of Aptim Environmental & Infrastructure. He/she is personally known to me or has produced _____ as identification.





Notary Public, State of Florida at Large
Commission No. GG 240862

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 its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Combined Single Limit; OR • \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage • \$ <u>10,000</u> Personal Injury Protection (No Fault) • \$ <u>500,000</u> Hired, Non-Owned Liability • \$ <u>10,000</u> Medical Payments <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>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:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Single Limit Per Occurrence • \$ <u>2,000,000</u> Aggregate • \$ <u>1,000,000</u> Products/Completed Operations Aggregate • \$ 1,000,000 Personal and Advertising Injury Liability • \$ 50,000 Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ <u>1,000,000</u>, Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>) <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • \$ <u>100,000</u> Each Accident • \$ <u>500,000</u> Disease Each Employee • \$ <u>500,000</u> Disease Policy Limit •
<p>4. <input checked="" type="checkbox"/> Worker's</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • Statutory workers' compensation coverage shall apply for all

<p>Compensation Insurance</p> <p><input checked="" type="checkbox"/> US Longshoremen & Harbor Workers Act Coverage</p> <p><input checked="" type="checkbox"/> Jones Act Coverage</p>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> • If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act. <p>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.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p><u>OTHER INSURANCES</u></p>	<p><u>REQUIRED LIMITS</u></p>
<p>5. <input type="checkbox"/> Aircraft Liability Insurance</p>	<p>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:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit. • \$ _____ General Aggregate
<p>6. <input type="checkbox"/> Unmanned Aircraft Liability Insurance (Drone)</p>	<p>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:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. • \$ _____ General Aggregate
<p>7. <input type="checkbox"/> Installation Floater Insurance</p>	<p>When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • 100% of the completed value of such addition(s), building(s), or structure(s)
<p>8. <input checked="" type="checkbox"/> Professional Liability and/or Errors and Omissions</p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p>

<p>(E&O) Liability Insurances</p>	<ul style="list-style-type: none"> • \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence • \$ <u>2,000,000</u> General Aggregate
<p>9. <input checked="" type="checkbox"/> Builder’s Risk Insurance</p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • 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 <p>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.</p>
<p>10. <input type="checkbox"/> Cyber Liability Insurance</p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ 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 <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</p>	<p>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.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> Pollution Liability</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u>

	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> Asbestos Liability (If handling within scope of Contract)</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate. <p><input type="checkbox"/> Disposal</p> <p>When applicable, CONSULTANT shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate. • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.
<p>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</p>	<p>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.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.
<p>13. <input type="checkbox"/> Liquor Liability Insurance</p>	<p>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:</p> <ul style="list-style-type: none"> • <u>\$1,000,000</u> Each Occurrence and Aggregate
<p>14. <input type="checkbox"/> Garage Keeper’s Liability Insurance</p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the lot or garage.

<p>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the County asset(s) in the CONSULTANT'S care, custody and control.
<p>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</p>	<p>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:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence • \$ _____ General Aggregate • \$ _____ Fire Damage Liability • \$10,000 Medical Expense, and • \$ _____ Third Party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)
<p>17. <input type="checkbox"/> Other [Specify]</p>	

<u>BOND REQUIREMENTS</u>	
<p>1. <input type="checkbox"/> Bid Bond</p>	<p>A Bid Bond in the amount of \$ _____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$ _____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>

2. <input type="checkbox"/> Payment and Performance Bond	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</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 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. 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.
- IV. The enclosed Hold Harmless Agreement shall be signed by the CONSULTANT and shall become a part of the contract.
- V. 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.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

VII. BONDING REQUIREMENTS

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

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

Failure to provide the required bonds on the prescribed form may result in CONSULTANT being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida

Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

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

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

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONSULTANT. Failure of the CONSULTANT to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONSULTANT or re-advertise this RFP.

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

[Remainder of page intentionally left blank]

CONSULTANT'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Consultant Name: Aptim Environmental & Infrastructure, Inc. Date: 9/27/18

Authorized Signature: 

Print Name: Thomas Pierro

Insurance Agency: Lockton Companies

Agent Name: Brent Kreiger Agent Phone: 860-916-9948

Surety Agency: AON Risk Solutions

Surety Name: Peter Healy, SVP, Surety Surety Phone: 212-441-2628

Please return this completed and signed statement with your agreement.

Exhibit F
Special Provisions –Federal Grants

1. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

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

- a) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)** - Where applicable, successful Proposers for Federal grant funded contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The successful Proposer must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- b) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Proposer shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- c) **Debarment and Suspension (Executive Orders 12549 and 12689)** - Any Proposer listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award of this RFP in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- d) **Byrd Anti-Lobbying Amendment (31U.S.C. 1352)** – Proposers for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from

tier to tier up to the non-Federal award. See § 200.322 Procurement of recovered materials.

- e) **Minority/Women-owned/Labor Surplus Firms' Participation** - The County, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, by the successful Proposer, successful Proposer shall be required to take the affirmative steps listed in items 1 through 5 below:
1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
 2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
 3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
 4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f) **Contract Cost and Price** - County will perform a cost or price analysis in connection with this RFP prior to the Due Date and Time.
1. The County will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the successful Proposer, successful Proposer's investment, the amount of subcontracting, the quality of the subcontractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 2. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County under Subpart E - Cost Principles of this part.
 3. The cost plus a percentage of cost method will not be used.

[Remainder of page intentionally left blank]

FORM 10-1
CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS
RFQ No. 18-TA002645JE, Engineering and Consulting Services for Beach Renourishment

Fully complete and return this form in TAB 3 of the offer response.

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

Acknowledged by:

Aptim Environmental & Infrastructure, Inc.

Firm Name (print)



6/26/18

Signature

Date

Thomas Pierro, Director of Operations

Printed Name and Title

**FORM 10-2
DEBARMENT AND SUSPENSION**

RFQ No. 18-TA002645JE, Engineering and Consulting Services for Beach Renourishment

Fully complete and return this form in TAB 3 of the offer response.

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



6/26/18

Signature

Date

Thomas Pierro, Director of Operations

Printed Name and Title

Aptim Environmental & Infrastructure, Inc.

Printed Firm Name

FORM 10-3

Byrd Anti-Lobbying Amendment

RFQ No. 18-TA002645JE, Engineering and Consulting Services for Beach Renourishment

Fully complete and return this form in TAB 3 of the offer response.

By signing below, Offeror confirms that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352



6/26/18

Signature

Date

Thomas Pierro, Director of Operations

Printed Name and Title

Aptim Environmental & Infrastructure, Inc.

Printed Firm Name

FORM 10-4
MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS' PARTICIPATION
RFQ No. 18-TA002645JE, Engineering and Consulting Services for Beach Renourishment

Fully complete and return this form in TAB 3 of the offer response.

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

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Company. Aptim Environmental & Infrastructure, Inc.

Address. 2481 NW Boca Raton Blvd.

County. Palm Beach

State. FL

Zip. 33431



Director of Operations

Signature

Title

Thomas Pierro

6/26/18

Printed Name

Date