

AGREEMENT

ENGINEERING SERVICES FOR UTILITIES ENGINEER OF RECORD

THIS AGREEMENT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, hereinafter referred to as the "County," with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205-7804, and Carollo Engineers, Inc, hereinafter called "the Consultant," duly authorized to conduct business in the State of Florida, with offices located at, 401 North Cattlemen Road, Suite 306, Sarasota, Florida 34232.

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to retain, obtain or employ the Consultant to render and perform Engineering Services for Utilities Engineer of Record.

WHEREAS, the Consultant submitted a proposal, in response to Request For Proposal #11-1569BG, and the County conducted a competitive selection procedure in accordance with Manatee County Code of Law.

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

ARTICLE 1. SCOPE OF SERVICES

The Consultant covenants and represents to the County that the Consultant shall provide services to perform Engineering Services for Utilities Engineer of Record as detailed in Exhibit A, "Scope of Services".

ARTICLE 2. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibits "A", "B", "B-1", "C", "C-1" and "D" attached hereto and made a part of this Agreement:

- Exhibit "A" Scope of Services
- Exhibit "B" Fee Rate Schedule
- Exhibit "B-1" Approved Subconsultant List and Fee schedule
- Exhibit "C" Sample "Work Assignment"
- Exhibit "C-1" Signature Page
- Exhibit "D" Affidavit of No Conflict

In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

ARTICLE 3. COMPENSATION

- A. Compensation payable to the Consultant for services rendered and expenditures incurred in providing the services identified in Exhibit "A" shall be established for each written Work Assignment issued in accordance with Article 7.
- B. Compensation to the Consultant shall be computed based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized for each Work Assignment as defined in Exhibit "A".
- C. The fee rates as shown on Exhibit "B" and "B-1" shall be the total compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- D. "Task," as used in this Agreement, refers to particular categories/groupings of services described in Exhibit "A."

ARTICLE 4. INVOICES AND TIME OF PAYMENT

- A. Consultant shall provide the particular County entity that authorizes the work with invoice which shall include all compensation due Consultant as of the date of the invoice and in accordance with the following:
 - 1. The Integrated Fund Accounting System (IFAS) number assigned to this Agreement or Work Assignment. IFAS numbers will be provided the Consultant, in writing, upon approval of each Work Assignment. This number shall appear on all invoices.
 - 2. Total compensation to the Consultant for services and reimbursable expenses shall not exceed the amounts provided in the Work Assignment.
 - 3. The County agrees to pay the Consultant for the herein described services at a rate of compensation according to the unit rates stated in the Fee Rate Schedule, Exhibit "B" and "B-1" attached hereto and made a part hereof and as detailed in the applicable "Work Assignment," Exhibit "C." The County shall have the right to retain from any payment due the Consultant under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to the County by the Consultant on any other agreement between the Consultant and the County.

ARTICLE 4. INVOICES AND TIME OF PAYMENT (Continued)

4. If any Work Assignment requires units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payment.
- B. All costs of providing the Scope of Services described in Exhibit "A" shall be the responsibility of the Consultant, with the exception of reimbursement by County for the following direct costs:
- 1) Expense of reproduction beyond the costs associated with providing reports and routine correspondence.
 - 2) Actual charges for long distance telephone calls, including applicable local, state and federal taxes, but excluding calls made to Manatee, Sarasota, Pinellas or Hillsborough Counties, as documented by copies of original invoices.
 - 3) Actual charges for fees not specifically identified to be paid by the County charged in the process of obtaining any required documents outlined in the Work as documented by copies of original invoices.
 - 4) Actual charges for courier service at the request of the County excluding delivery made to Manatee, Sarasota, Pinellas or Hillsborough Counties, at rates not to exceed \$9.00 per package, and shall be documented by copies of original invoices.
 - 5) The Consultant acknowledges and agrees that in order for both parties herein to close their books and records, he/she will clearly state "Final Invoice" on the last billing to the County, which will indicate that all services have been performed and all charges and costs have been invoiced to the County under this Agreement.
- C. Records regarding payroll, costs and other expenditures incurred under terms of this Agreement shall be maintained and made available upon request to the County at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the County upon request. Records of costs incurred include the Consultant's general accounting records and the project records, together with supporting documents and records of the Consultant and all subcontractors performing work on the project and all other records of the Consultant and subcontractors considered necessary by the County for a proper audit of costs.

ARTICLE 4. INVOICES AND TIME OF PAYMENT (Continued)

- D. Except where Exhibit "A" provides that payment shall not be made until a task has been completed or for payment based on actual hours of work, Consultant shall provide County with an invoice based on Consultant's good faith estimate of the percent of task completed. Consultant shall indicate on the invoice the adjustment Consultant deems to be appropriate.
- E. Any dispute between County and Consultant with regard to the percentage of the work that has been completed or any other information contained Consultant's invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code.
- F. Payment.
 - 1) The County shall remit payment for each invoice within forty-five (45) days after the receipt of an acceptable invoice.
 - 2) The Consultant agrees to permit full and open inspection of payroll records and other expenditures in connection with all work upon the request of the County and to maintain all financial records related to this Agreement for a period of three (3) years after termination or completion of the performance of this Agreement.

ARTICLE 5. DURATION OF AGREEMENT

- A. Unless renewed or extended as provided herein, this Agreement shall remain in full force and effect for one (1) year from the effective date of **November 8, 2011 or Board of County Commissioners approval, whichever is later**. However, the terms and conditions of this Agreement shall remain valid beyond any expiration date until all Work Assignments authorized during the effective period of this Agreement have been completed.
- B. This Agreement may be amended for four (4) additional periods, each of one (1) year. Any such amendment executed by both parties could establish adjustments to the rates shown on Exhibit "B and "B-1" as authorized by Article 8.

ARTICLE 6. TERMINATION AND DEFAULT

- A. This Agreement may be terminated by the County in whole or in part at any time such termination is in the best interest of the County. This Agreement may be terminated by the Consultant only by mutual consent of both parties.

ARTICLE 6. TERMINATION AND DEFAULT (CONTINUED)

- B. If the County determines that the performance of the Consultant is not satisfactory, the County shall have the option of (1) immediately terminating the Agreement, or (2) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time. The Consultant shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the County and will be promptly delivered to the County by the Consultant.

- C. If the County requires termination of this Agreement for reasons other than unsatisfactory performance of the Consultant, the County shall notify the Consultant in writing of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. The Consultant shall be entitled to compensation for all services rendered or performed through the date of termination, together with all authorized costs and expenses incurred in connection therewith provided the County has given the Consultant written notice ten (10) days in advance of the date of such termination and provided that services rendered and costs and expenses incurred do not exceed the maximum amount of compensation authorized for any phase of work based upon the percentage of the phase completed, or where applicable, any price established for a specific element of work.

ARTICLE 7. WORK ASSIGNMENTS

The 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 attached Exhibit "C." Work Assignment shall be signed by the Consultant and the County and shall constitute supplemental agreements entered into under the terms and conditions of this Agreement.

Each Work Assignment shall establish the following:

- A. A title for the project and a general description of the purpose for the work.

- B. The maximum total compensation and reimbursable expenses that will be paid to the Consultant by the County upon completion of the Work Assignment.

ARTICLE 7. WORK ASSIGNMENTS (CONTINUED)

- C. A clear indication of the services to be furnished for a fixed fee and the services to be furnished based upon time and charges provided; however, that where services are based upon time and charges, the Work Assignment shall establish the maximum compensation and the Consultant shall not exceed the maximum compensation established for such services.
- D. From the services listed on attached Exhibit "A", the services to be provided under the Work Assignment shall include the unit price shown in Exhibit "B" and "B-1" and the hours up to the not to exceed amount negotiated for each work assignment. Any specific services based upon the maximum compensation and billed based upon actual time and charges shall be clearly identified.
- E. The agreed to date of completion for the Work Assignment. Where identified services within a Work Assignment must be completed by a specific date prior to completion of the entire Work Assignment, such date shall be established.
- F. Any services that will be performed by a subcontractor or a sub-consultant, the identity of the subcontractor or sub-consultant, if selected, and if not selected, the methodology to be employed by the Consultant in selection of a subcontractor or sub-consultant.
- G. Any additional details that may be required to describe the duties and obligations of the parties with respect to a particular Work Assignment.
- H. Any supplementary information, not in conflict with the provisions of this Agreement, such as technical specifications, deliverables associated with the Work Assignment, breakdown of the fees being charged by any sub-consultant or any service.
- I. The identity of the person(s) who will serve as the Consultant's Work Assignment Manager and the County's Work Assignment Manager if different from the Contract Manager identified in this Agreement.
- J. 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 derived there from, shall be considered works made for hire and shall become the Property of the County without restriction or limitation on their use; and shall be made available, upon request, to the County at any time. The Consultant shall not copyright any material or product developed under this Agreement. The County shall have the right to visit for the purpose of inspecting the work of the Consultant at any time.

ARTICLE 7. WORK ASSIGNMENTS (Continued)

- K. All final plans, documents, reports, studies and other data prepared by the Consultant will bear the endorsement of a person in the full employ of the Consultant.
- L. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof and communication shall be maintained by the Consultant with representatives of the County.
- M. Extension of Work Assignments. It shall be the responsibility of the Consultant to ensure at all times that sufficient time remains in the project schedule within which to complete services on the project. In the event there have been delays which would affect the work Assignment completion date, the Consultant shall promptly submit a written request to the County's Contract Manager which identifies the reason(s) for the delay and the amount of time related to each reason. The Contract Manager will promptly review the request and make a determination as to granting all or part of the requested extension. If the Contract Manager determines that an extension of a Work Assignment deadline is appropriate, he/she shall issue a "Letter of Extension" to the Consultant.
- N. The County's Contract Manager may approve Work Assignments not exceeding One Million (\$1,000,000) dollars for any single Work Assignment. Any single Work Assignment, including any reimbursable expenses, shall not be effective until one of the following two has occurred: one (1) has been approved and signed by the Purchasing Manager for assignments under One Million (1,000,000) Dollars or two (2) has been approved and signed by the County Administrator or his designee for Work assignments over One Million (1,000,000) Dollars. Work Assignments shall not be artificially divided to increase the delegated authority provided to the County's Purchasing Manager. Separate Work Assignments may be required for services which may be a part of the same project and the provision of two Work Assignments for such a project shall not be considered as an enlargement of the authority delegated to the County Purchasing Manager. The primary responsibility for insuring compliance with the limitations of this paragraph shall be the County's and the Consultant shall not be penalized or suffer any loss for its good faith performance of any Work Assignments received by the Consultant as a result of the County's failure to comply with this paragraph.

ARTICLE 8. NEGOTIATION OF WORK ASSIGNMENT

For each project, grouping of substantially similar services and activities for a group of projects, feasibility studies or special projects, the County shall negotiate each Work Assignment based upon estimated hours and/or fee rates, projected by the Consultant and in accordance with the rate schedule provided in attached Exhibit "B" and "B-1". Compensation for each Work Assignment shall be based on actual hours performed and/or fee rates, but in no event shall the Consultant be eligible for reimbursement in excess of the amount established in a Work Assignment. The County's Purchasing Manager 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 9. COVENANTS OF THE COUNTY

The County hereby covenants and agrees:

- A. That the Deputy Director of Engineering Services is hereby appointed as the County Contract Manager with respect to the services to be performed by the Consultant pursuant to this Agreement. The County Contract Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of the County and make decisions pertinent to services covered by this Agreement. The County reserves the right to designate a different Contract Manager, provided that the Consultant is given written notice thereof.
- B. The County shall make available at no cost to the Consultant, available information relative to the project that is useful in the performance of the Scope of Services.
- C. The County shall give prompt notice to the Consultant whenever the County observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. The County shall give careful and reasonable consideration to the findings and recommendations of the Consultant and shall respond and issue notices to proceed in a timely manner so as not to unduly delay the Consultant's work called for by this Agreement.
- E. The County shall perform activities in this Article at no cost to the Consultant.

ARTICLE 10. COVENANTS OF THE CONSULTANT

Consultant hereby covenants and agrees:

- A. **Robert S. Cushing PHD, PE, DEE** is hereby appointed as Consultant's Agent with respect to the services to be performed by the Consultant pursuant to this Agreement. The Consultant's Agent shall have the authority without limitation, to make representations on behalf of Consultant, receive information, and interpret and define the needs of Consultant and make decisions pertinent to services covered by the Agreement. Consultant's Agent shall have the right, from time to time, to designate such other employees of Consultant's as they desire, to serve in their absence. Consultant reserves the right to designate a different agent, provided that the County is given written notice thereof.
- B. That the Work shall be performed in accordance with the terms and conditions of this Agreement.
- C. That all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required. All services shall comply with such reasonable supplemental written memoranda and directives provided by the Contract Manager, which is not in conflict with this Agreement.
- D. That Consultant shall be responsible for collecting all existing data required for the successful completion of each task.
- E. That Consultant shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement. Consultant attests to this via an Affidavit of No Conflict (Exhibit D).
- F. Consultant shall be entitled to rely upon that information, which may be provided them from time to time, from the County or others on behalf of the County. Consultant shall, however, call to the County's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, the County in the identification and resolution of same. Information referred to above includes, but is not limited to, additional services; consultations, investigation and reports and the like, including all other information to be provided to the Consultant by others and necessary for the execution of Consultant's work under the Agreement, as amended. The County shall, however, hold Consultant fully responsible for verifying, to the extent practicable, documents and information provided by the County and identifying its obvious deficiencies concerning documents and information provided. The 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.

ARTICLE 11. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the provisions of the Manatee County Procurement Code. Any dispute resolution constituting a material change in this Agreement will not be final until approved by the County Administrator or his designee. If such dispute involves the percentage of the work completed by Consultant, County shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to Consultant of any amount determined to be due and owing.

ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS

- A. Consultant shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by the County to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. The Consultant shall provide the County all necessary information, records and contracts required by this Agreement as requested by the County for monitoring and evaluating services. The Consultant's information shall be made available to the County for audit, inspection or copying during normal business hours and as often as the County may deem necessary. The County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or the Consultant made by any local, State or Federal agency. The consultant shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; all records and supporting documents will be retained by the Consultant for at least three (3) years after the completion or termination of this Agreement.
- C. **LICENSES:**
The 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 the County within ten (10) days after receipt by the Consultant.
- D. **THE REPORTS AND DOCUMENTS:**
Reports and other documents prepared by the Consultant for the work are instruments of the Consultants' service for use solely with respect to the work and the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and reserved rights, including the copyright.

ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS (CONTINUED)

The County shall be permitted to retain copies, including reproducible copies, of the Consultants' findings, reports, and other documents for information and reference in connection with the County's use. The Consultant's findings, reports, and other documents shall not be used by the County or others on other projects, for additions to projects or for completion of projects by others, unless the Consultant is adjudged to be in default under this Agreement. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with projects is not to be construed as publication in derogation of the Consultant's reserved rights.

E. CONTRACTUAL LIABILITY:

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

ARTICLE 13. INDEMNIFICATION

Consultant hereby agrees to indemnify, hold harmless and defend County, its agents, officers and employees from any and all claims, liability, loss or cause of action of any kind or nature arising out of the actions, omissions or negligence in whole or in part of the Consultant, its officials, agents, or employees in the performance of this Agreement. The Consultant shall pay all valid claims, losses, and judgments of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may result there from. County reserves the right to defend itself with its own counsel or retained counsel at Consultant's expense, unless County is found negligent or otherwise responsible for the occasion of the litigation.

ARTICLE 14. INSURANCE COVERAGE

Insurance: Before performing any contract work, the Consultant shall procure and maintain, during the life of the agreement unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida.

- A. Workers' Compensation - Consultant shall provide Workers' Compensation Insurance, on behalf of all employees who are to provide a service under this agreement as required under Florida Law.

- B. Commercial General Liability – Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this agreement.
- C. Umbrella Liability – With limits not less than \$2,000,000 per occurrence covering all work performed under this agreement.
- D. Professional Liability – With limits of not less than \$1,000,000 for professional services rendered in accordance with this agreement.

The Board of County Commissioners, its officers, agents, employees and volunteers shall be named as additional insured as their interest may appear under this agreement. Insurer(s), with the exception of Professional Liability and Workers' Compensation, shall agree to waive all rights of subrogation against Manatee County, its commissioners, officers, agents, employees or volunteers.

Each insurance policy required by this agreement shall:

- apply separately to each insured against whom the claim is made and the suit is brought, except with respect to limits of the insurer's liability.
- be endorsed to the state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior, written notice by certified mail, return receipt requested, has been given to Manatee County Risk Management

The procuring of required policies of insurance shall not be construed to limit the Consultant's liability nor to fulfill the indemnification provisions and requirements of this agreement.

Certificates of Insurance evidencing claims made or occurrence from coverage and conditions of this agreement, as well as the contract number and description of work, are to be furnished to County Risk Management prior to commencement of work. All insurance certificates shall be received by County Risk Management before the Consultant will be allowed to commence or continue work.

- E. CERTIFICATION OF INSURANCE AND COPIES OF POLICIES. Certificates of Insurance in triplicate evidencing the insurance coverage specified in the four above paragraphs A., B., C., and D., shall be filed with the Purchasing Manager before operations are begun. The required certificates of insurance shall not only name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverages, and also shall refer specifically to the project number and project title. Insurance shall remain in force at least three years after completion and acceptance of the project by the County in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

ARTICLE 15. LITIGATION SERVICES

If notified by the Office of the County Attorney in writing, the 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 the County's position in court.
- D. Compensation for litigation services shall not to exceed the Consultant's Fee Rate Schedule listed in Exhibit "B" and "B-1". The hourly billing rates shall contain all costs to include salaries, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- E. The Consultant's travel expenses will be submitted and paid in accordance with Section 112.061, Florida Statutes, provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.
- F. The 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 and a breakdown of approved expenses incurred, with all receipts and invoices attached.

ARTICLE 16. INFORMATION REPORTS

The Consultant shall provide all information and reports required by County policies, procedures, regulations, rules, orders and/or instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant shall certify such to the County, as appropriate, and shall set forth what efforts have been made to obtain the information.

ARTICLE 17. LEGAL RESTRAINTS AND LIMITATIONS

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

ARTICLE 18. ASSIGNMENT AND SUBCONTRACTS

The Consultant shall not sublet, assign or transfer any work under this Agreement to another consultant or contractor, without the prior written consent of the County.

ARTICLE 19. SOLICITATION OF CONTRACT

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the 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 the 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, the County shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 20. 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 the County: Manatee County
 Utilities Department
 Attn: Utilities Director
 4410 - 66th Street West,
 Bradenton, FL 34210
 Phone: (941) 792-8811

To the Consultant: Carollo Engineers, Inc.
 Attn: Robert S. Cushing PHD,PE, DEE
 401 North Cattlemen Road, Suite 306
 Sarasota, Florida 34232
 Phone: (941) 371-9832

ARTICLE 21. GOVERNING LAW

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.

ARTICLE 22. SUBCONSULTANTS

It is expected that the Consultant shall have standard in-house capability to provide all the services required by this Agreement. However, should the Consultant find it necessary to utilize the services of additional subconsultants, the Consultant shall first obtain the written approval of the County. The Consultant shall also require each subconsultant to adhere to applicable provisions of this Agreement. The utilization of any subconsultant by the Consultant shall not relieve the Consultant from any liability or responsibility to the County pursuant to the provisions of this Agreement, as amended, or obligate the County to the payment of any compensation to the subconsultant or additional compensation to the Consultant. See Exhibit "B-1" Consultant submitted and County approved Subconsultant List and fee schedule.

ARTICLE 23. NON-DISCRIMINATION PROCEDURES

During the performance of this Agreement, as amended, the Consultant agrees as follows:

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, (including apprenticeship and on-the-job training).

ARTICLE 23. NON-DISCRIMINATION PROCEDURES(CONTINUED)

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

ARTICLE 24. KEY PERSONNEL

The following Key personnel listed in this Agreement are hereby assigned to the project by the Consultant and shall not be removed from the project until alternate personnel acceptable to the County are approved, in writing, by the County:

Bob Cushing, PhD, PE - Project Director
Dean Milton, PE - Project Manager
Eric Peters, PE - Assistant Project Manager

ARTICLE 25. PROFESSIONAL LIABILITY

The Consultant recognizes that the registered persons practicing services referred to in this Agreement as the Consultant, as provided by this Agreement or Florida Statutes if any, are not relieved from personal liability for their negligent acts and that such personal liability shall not relieve Consultant or Consultant's association or corporation from liability.

ARTICLE 26. ETHICAL CONSIDERATIONS

The Consultant recognizes that in rendering or performing perform Engineering Services for Utilities Engineer of Record pursuant to the provisions of this Agreement, the Consultant is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry, and based upon said recognition the Consultant shall, in all of its relationships with the 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 Engineering Services for Utilities Engineer of Record.

ARTICLE 27. ACCEPTANCE

When the services of the Consultant required for any project are complete, the Consultant shall notify the County in writing. Thereupon the County, within thirty (30) days, shall either provide its written acceptance or give the Consultant written notice of any unfinished or improperly performed services to be finished or corrected; if such written notice of acceptance or exception is not given within such period of time, the services shall be deemed to have been accepted by the County. However, acceptance of the work performed by the Consultant shall not be construed to be an acceptance of improper, defective or deficient work.

ARTICLE 28. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement, is, by the courts held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 29. HEADINGS

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 30. AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's representative which has signed this Agreement.

**ENGINEERING SERVICES FOR UTILITIES ENGINEER OF RECORD
RFP # 11-1569BG**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

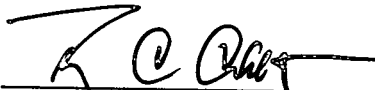
CONSULTANT

Carollo Engineers, Inc.
401 North Cattlemen Road, Suite 306
Sarasota, Florida 34232

By: 

Robert E. Cushman, PhD, PE - SUP
Print name & title of above signer

COUNTY OF MANATEE, FLORIDA

By: 
R.C. "Rob" Cuthbert, C.P.M., CPPO
Purchasing Official

Authority to execute this contract per Manatee County Code, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/2009/ revised 8/10/09.

EXHIBIT "A"

SECTION E: SCOPE OF SERVICES

E.01 PURPOSE GENERAL SCOPE – ENGINEER OF RECORD

- A. The Consultant shall perform, on an as required basis, all of the professional services necessary for Engineering for Engineer of Record projects for Manatee County. Consultant shall conduct studies and prepare reports regarding maintenance and operation of existing facilities, systems and connections; perform rate studies; provide technical assistance on utility, operational, technical, engineering and financial issues, including, but not limited to, bond refinancing, grant funding, loans and bond issues related to the utility system. Prepare annually, at the end of each fiscal year, reports in accordance with bond requirements. Consultant shall be required to provide required services for selected utility projects incorporated into the Manatee County Capital Improvement Plan (CIP). Other work may include a variety of tasks, special projects and feasibility studies associated with utility engineering services. Engineering service specialties shall include but are not limited to civil, structural, mechanical, electrical/instrumentation, environmental and industrial. Other service specialties shall include but are not limited to biological and ecological evaluations, geological, geotechnical and hydrogeological investigations, mapping and surveying.
1. As the Engineer of Record the Consultant shall perform as the County's Professional Engineer of Record. As the Engineer of Record, the Consultant will be expected to conduct studies and prepare reports regarding maintenance and operation of existing facilities, systems and connections; perform rate studies, and provide technical assistance on all utility issues, operational, technical, engineering and financial issues, including but not limited to, bond refinancing, grant funding, loans and bond issues related to utility systems. The Consultant shall prepare each fiscal year, an annual report in accordance with requirements of the bonds.
 2. In addition the consultant shall perform on an as required basis, all of the services necessary for projects that require permits for construction and operation of water, wastewater, reclaimed water projects and related utility facilities; renovations/additions to existing facilities; operational related services and studies; special projects and to conduct feasibility studies. In addition, operational analysis, modeling and plan evaluation may be required. Engineering services specialties shall include but are not limited to civil, structural, mechanical, electrical/instrumentation, environmental, industrial, geological and biological, Plant SCADA system installation, programming and training. Other service specialties shall include but are not limited to, water quality and water pollution control, remedial investigations, leachate treatment, mapping and surveying.

E.01 PURPOSE GENERAL SCOPE – ENGINEER OF RECORD (CONTINUED)

- B. Project size may vary and tasks will be assigned on the basis of individually negotiated work assignments. The Consultant shall perform all the services specified in accordance with generally accepted professional standards. The Consultant shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All work of any kind, shall conform to and be in compliance with applicable codes, laws, ordinances, regulations and restrictions. The Consultant services will include the necessary utility engineering/engineer of record and other professional services that consist of record services for basis of design reports, design and specifications, bid and construction services, construction permits preparation of as-built drawings based on value engineering practices. Services may include renovations/additions to existing facilities, environmental investigations and remediation, structural engineering reports, special project analysis and professional technical memorandums and/ or studies.

E.02 SCOPE OF SERVICES

Engineering services specialties shall include but are not limited to:

1. Civil - with emphasis on municipal water, wastewater and reclaimed water
2. Structural
3. Mechanical, HVAC, Plumbing
4. Electrical/Instrumentation – SCADA installation and programming.
5. Environmental
6. Industrial
7. Geological
8. Water, wastewater and reclaimed water technologies
9. Hydrogeological, Hydrological, Hydraulics and computer water modeling
10. Geotechnical, soils, mechanics, foundation, earthen dam and materials testing
11. Mapping and surveying
12. Chemical
13. Ecological and Biological
14. Value Engineering.

E.02 SCOPE OF SERVICES(CONTINUED)

15. Surveys
16. Environmental Investigations and Remediation
17. Utility Locations Services

E.03 SCOPE OF SERVICES/SERVICE SPECIALTIES

Other service specialties shall include but are not limited to water and wastewater engineering, water quality and water pollution control, environmental investigations and remediation, industrial wastewater evaluation/ effluent reuse and disposal systems (wells), class AA sludge management, water and wastewater treatment facilities design, lift station and pump station design, gravity sewer and force main design, mapping and surveying, water treatment and waste water treatment operations design. Supplementary professional services required may include geographic information systems, regulatory liaison, ecological assessments, laboratory testing, permitting, CADD, environmental monitoring and audits, environmental assessment statements, assistance in financial matters, preliminary studies/layouts and cost estimates, valuations and rate studies, planning studies, preparation of annual reports, operation and maintenance studies and land acquisition services. In addition to the above, other specialty services include PLC Programming, Human Machine Interface Programming, and Control System Integration.

E.04 SCOPE OF SERVICES WORK ASSIGNMENTS

As projects are identified, Work Assignments will be issued to the Consultant to perform the requested services. Projects may be assigned individually or in groups.

E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES

Other additional services may include:

1. Assistance in preparation of documents required for approval by governmental authorities who have jurisdiction over criteria applicable to the project.
2. Preparation of applications and supporting documents for government grants.
3. Assistance and training for initial start-up and test operation of equipment or devices and the preparation of manuals for operation and maintenance.
4. The Consultant shall be responsible for all engineering and engineer of record management as defined in this Scope of Services. All engineering and engineer of record projects shall be performed in accordance with the guidelines, standards, procedures and directives that are a part of this Scope of Services either directly or incorporated herein by reference.

E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES(CONTINUED)

5. Project Control.

The Consultant shall:

- a. Develop and maintain a project reporting system tracking all critical events, both scheduled and actual for projects if necessary. Said report shall be submitted to the Contract Manager on an as required basis.
- b. At a minimum, participate in project meetings on an as required basis with the Contract Manager to relate current status of overall project schedule; noting exceptions and suggesting actions required to correct schedule exceptions.

6. Quality Control.

The Consultant shall:

- a. Provide quality assurance and performance tracking of each project.
- b. Insure delivery schedules and the integrity of the products.
- c. The consultant shall be responsible for errors and omissions to the plans and specifications.

7. Personnel.

- a. The Consultant shall provide a full cadre of qualified personnel as necessary to effectively carry out its responsibilities under the Scope of Services. The Consultant shall utilize only competent personnel, who are qualified by experience and education, and who are acceptable to the Contract Manager. The Consultant shall not make changes in the professional personnel working on activities pursuant to this Agreement without the written approval of the Contract Manager.
- b. The Consultants' agent shall be present for project decision meetings as requested by the Contract Manager.

E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES(CONTINUED)

8. Engineering/Engineer of Record Consulting Services.

The Consultant shall:

- a. Provide engineering/engineer of record services for assignments related to water, wastewater, reclaimed water, sludge and general utility matters.
- b. Provide other professional services, as requested that shall include, but not limited to:
 - 1) Surveying and Mapping.
 - 2) Geographic Information Systems.
 - 3) Quality Control.
 - 4) Remedial Investigation.
 - 5) Regulatory Liaison.
 - 6) Contamination Assessments.
 - 7) Operation and Maintenance Studies and Training
 - 8) Ecological Assessments.
 - 9) Permitting.
 - 10) CADD Services.
 - 11) Environmental Monitoring of Permit Requirements.
 - 12) Land Acquisition Services.
 - 13) Prepare Annual Reports.

9. Comply with all applicable Federal and State laws, County ordinances and regulations in the performance of these services.

10. Ordering of Services.

Tasks or multi tasks shall refer to the sequential ordering of Consultant's services under a Work Assignment which should as applicable, be titled as follows:

- a. Conceptual Design (Studies and Reports).
 - 1) Prior to starting the Conceptual Design Phase for any project the Consultant shall submit to the County for approval, a Basis of Design Report or Technical Memorandum which shall include, but not be limited to the following:
 - Project feasibility.
 - Design parameters.

E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES(CONTINUED)

- Engineering constraints and limitations.
 - Facility sizing.
 - Subsurface evaluation.
 - Alternatives.
 - Regulatory requirements.
 - Opinion of probable construction costs.
 - Project schedule.
 - Project staging plan.
 - Funding sources, if applicable.
2. The Consultant shall initiate and coordinate meetings with Manatee County staff and regulatory agencies as applicable.
 - 3) The Basis of Design Report or Technical Memorandum Report shall be used to support the permitting and subsequent design and construction services tasks for the project.
 - 4) As applicable to project requirements, the Consultant shall conduct an analysis and provide the County with a summary report outlining the results.
 - 5) Deliverables: The Consultant shall submit to the County, a Basis of Design Report or Technical Memorandum Report together with the necessary single line diagrams, maps, sketches and other information.
11. Preliminary Design Phase (0-60% Complete).
- a) Based on the County approved Basis of Design Report or Technical Memorandum Report, the Consultant shall initiate the preliminary design phase to include, but not be limited to, the following sub-tasks/functions as applicable
 - Design survey.
 - Aerial photography.
 - Additional geotechnical evaluations, as required.
 - Coordination with utility companies.
 - Definition of utility corridors.
 - Sizing and preliminary design of facilities.
 - Possible environmental impacts and mitigation alternatives.
 - Coordination with the affected regulatory agencies.
 - Valving and system connections.
 - Preparation of technical specifications.

E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES(CONTINUED)

- Identify electrical requirements and coordinate with the power company.
- Preparation of plan and profile sheets.
- Definition of existing right-of-way, easements and required easements.

b) Deliverables:

- Preliminary plans and details.
- Preliminary technical specifications.
- Geotechnical and other specialty reports.
- Design calculations.
- Other applicable correspondence.

12. Final Design Phase (60-100% Complete)

a) The Consultant shall finalize the Contract Documents (plans and technical specification) for bidding and construction based on input from the County and affected regulatory agencies. Permit applications and supporting documentation shall be prepared and submitted at the 90% stage. The Consultant shall finalize the coordination efforts with the utility companies and regulatory agencies in this phase.

b) The Consultant shall propose the measurement and payment section and schedule of bid items specifically for the project, including an estimate of construction costs. All construction details, special crossing and easement requirements shall be finalized.

c) Deliverables:

- All regulatory permits, i.e. FDOT, SWFWMD, DEP, ACOE, etc.
- Final plans. One (1) set of final reproducible plans.
- CD version of the bid package containing the plans, specifications, bid form, construction schedule and cost estimate.
- Final technical specifications.
- Final geotechnical and other specialty reports.
- Final design calculations.
- Other applicable correspondence.

E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES(CONTINUED)

13. Construction Phase

- a) Participation in pre-bid information conference and proper minutes of meeting. Assist the County in preparation of addenda.
- b) Assist the County in evaluating bids.
- c) Conduct preconstruction conference and prepare minutes of meeting.
- d) Review and approve shop drawings.
- e) Visit project site(s) at appropriate stages of the work to observe the progress of the work and report observations to the County.
- f) Provide recommendations of changes, if necessary, which may be required within the scope of the project during construction.
- g) Manage construction contract schedule, conduct frequent project site visits and prepare punch list items to be corrected or completed at the substantial and final completion stages of the work.
- h) Review monthly pay requests for completeness submitted by Contractor and make recommendation for payments.
- i) In coordination with the County, prepare responses to resident complaints and maintain a record of complaints and action taken.
- j) Prepare and furnish the County a final set of reproducible record drawings (as-builts) from data provided by the Contractor and the project representative. All information gathered by Consultant shall be field verified and a certified set of as-builts shall be submitted to the County. The Consultants shall be responsible for supplying the County certified as-builts and all certifications to all state agencies. All record drawings shall conform to County LIS requirements.
- k) Visit the project site prior to the end of the three year construction warranty period and prepare a punch list of items to be corrected prior to the warranty expiration date.

E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES(CONTINUED)

14. Operation Studies.

- a) Permitting reports/evaluation.
- b) Operational analysis and treatment optimization studies with recommendations.
- c) Rate studies.
- d) Water, wastewater, reclaimed water and sludge reports.
- e) Sampling evaluation.
- f) Grant applications.
- g) Industrial waste composition and operational effects
- h) Modeling and forecasting studies.
- i) Future water, wastewater, reclaimed water and sludge growth alternatives.
- j) Public information meetings.
- k) Pilot scale studies
- l) Training classes.
- m) Promotions.

15. Submittals:

- a) Conceptual Phase.
 - Design Memorandum Report.
 - Master Plan.
 - Requirements listed in paragraph E.01A
- b) Preliminary Design Phase.
 - 30% Phase.
 - 60% Phase.

E.05 SCOPE OF SERVICES/ADDITIONAL SERVICES(CONTINUED)

- c) Final Design Phase.
 - 90% Plans and Technical Specifications.
 - 100% Contract Documents.

- d) Construction Phase.
 - Review Shop Drawings.
 - Field Observation Reports.
 - Construction Meeting Minutes.
 - Review Pay Requests.
 - Record Drawings.

- e) Operations Studies.
 - Preliminary Reports.
 - Final Reports.
 - Training Materials.
 - Grant Applications.

EO.6 RESPONSIBILITIES OF THE CONSULTANT:

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, or other documents and data. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

The Consultant shall maintain books, records, documents and other evidence directly pertaining to or connected with the services under this agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the County or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

EO.7 OWNERSHIP AND USE OF DOCUMENTS:

It is understood and agreed that the documents or reproducible copies, including reports, designs, specifications, other documents and data developed by the Consultant in connection with its services shall be delivered to and shall become the property of the County as they are received by the County. The Consultant hereby assigns all its copyright and other proprietary interests in the products of the agreement to the County. Specific written authority is required by the County's Administrative Agent for the Consultant to use any of the work products of this agreement on any non-County project.

END OF EXHIBIT "A"

EXHIBIT "B"
ENGINEERING SERVICES FOR ENGINEER OF RECORD
(RFP 11-1569BG)
HOURLY FEE RATE SCHEDULE

JOB TITLE	FEE RATE (\$ HOUR)
Principal	190
Senior Project Manager	165
Senior Engineer/Scientist	159
Project Manager	140
Senior Project Engineer	130
Project Engineer	119
Designer/Technician	78
CADD Supervisor	81
Administrative Assistant	69
Senior GIS Analyst	105
Project GIS Analyst	81

Exhibit "B"

ENGINEERING SERVICES FOR ENGINEER OF RECORD (RFP 11-1569BG) SCHEDULE OF REIMBURSABLE & ADDITIONAL CHARGES

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

Plan Sheet (24" x 36")	\$ <u>1.50</u> per sheet
Plan Sheet (oversize)	actual cost
Color Photo Copies (8-1/2" x 11")	\$ <u>.75</u> per page
Copy Machine Reproductions	\$ <u>.10</u> per copy

Actual charges for long distance telephone calls, including applicable local, state and federal taxes, but excluding those made to Manatee, Sarasota, Orange, Polk, Pinellas or Hillsborough Counties, as documented by copies of original invoices.

Travel at the written request of 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 the permits outlined in the scope of work as documented by copies of original invoices.

Actual charges for Courier Service furnished at the request of County, at rates not to exceed \$ 9.00 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 approved by the Contract Manager, plus an administrative fee of 10%.

EXHIBIT "B1"
ENGINEERING SERVICES FOR ENGINEER OF RECORD
(RFP 11-1569BG)
SUBCONSULTANT LIST

CA³
Atkins
Angie Brewer and Associates
Public Resources Management Group, Inc.
George F. Young
Hyatt Survey Services, Inc.
ZNS Engineering
Ardaman & Associates
HSA Engineering, Inc.
Driggers Engineering Services, Inc.
KCI Technologies, Inc.
Dunkelberger Engineering & Testing, Inc.
Universal Engineering Sciences
AMEC

CA³ – Architectural Services	
JOB TITLE	FEE RATE (\$ HOUR)
Architect	117
Intern Architect	80
Draftsman	60
Administrative	45

Atkins – Hydrogeological Services	
JOB TITLE	FEE RATE (\$ HOUR)
Project Director -Hydrogeology	203
Senior Hydrogeologist	166
Hydrogeologist I	149
Hydrogeologist	90

Sr. Scientist IV/Group Manager	199
Sr. Technical Professional	163
Sr. Scientist II	111
Scientist II	70
Sr. Resource Planner II/GIS	98

Angie Brewer & Associates – Funding

JOB TITLE	FEE RATE (\$ HOUR)
Principal	174
Client Manager	157
Senior Program Manager	145
Operations Manager	105
Senior Project Manager	93
Senior Planning Manager	93
Planning Manager/ Project Manager	76
Planning/PM Coordinator IV	61
Planning/PM Coordinator III	53
Planning/PM Coordinator II	43
Planning/PM Coordinator I	31
Business Manager	61
Finance Specialist	43
Administrative Assistant V	53
Administrative Assistant IV	49
Administrative Assistant III	44
Administrative Assistant II	37
Administrative Assistant I	25

Public Resources Management Group, Inc. – Rate/Bond Consultant

JOB TITLE	FEE RATE (\$ HOUR)
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Principal	170
Associate	125
Executive Consultant	115
Managing Consultant	110
Supervising Consultant	105
Senior Consultant	95
Rate Consultant	85
Consultant	75
Senior Rate Analyst	70
Rate Analyst	75
Analyst	55
Assistant Analyst	45
Administrative	48

George F. Young, Hyatt Surveying and ZNS Engineering – Surveying	
JOB TITLE	FEE RATE (\$ HOUR)
Principal	138
Professional Surveyor	98
Project Manager	86
Survey Technician	67
CADD/Drafting Technician	51
Administrative/Clerical	41
1-Person Field Survey Crew	75
2-Person Field Survey Crew	89
3-Person Field Survey Crew	113
4-Person Field Survey Crew	131
15 to 20 ft Boat Fee	88/day
Over 20 ft Boat Fee	147/day
Ground Penetrating Radar w/operator	1,201/day

EXHIBIT "B1"
ENGINEERING SERVICES FOR ENGINEER OF RECORD
(RFP 11-1569BG)
SUBCONSULTANT LIST

CA³
Atkins
Angie Brewer and Associates
Public Resources Management Group, Inc.
George F. Young
Hyatt Survey Services, Inc.
ZNS Engineering
Ardaman & Associates
HSA Engineering, Inc.
Driggers Engineering Services, Inc.
KCI Technologies, Inc.
Dunkelberger Engineering & Testing, Inc.
Universal Engineering Sciences
AMEC

CA³ – Architectural Services	
JOB TITLE	FEE RATE (\$ HOUR)
Architect	117
Intern Architect	80
Draftsman	60
Administrative	45

Atkins – Hydrogeological Services	
JOB TITLE	FEE RATE (\$ HOUR)
Project Director -Hydrogeology	203
Senior Hydrogeologist	166
Hydrogeologist I	149
Hydrogeologist	90

Sr. Scientist IV/Group Manager	199
Sr. Technical Professional	163
Sr. Scientist II	111
Scientist II	70
Sr. Resource Planner II/GIS	98

Angie Brewer & Associates – Funding	
JOB TITLE	FEE RATE (\$ HOUR)
Principal	174
Client Manager	157
Senior Program Manager	145
Operations Manager	105
Senior Project Manager	93
Senior Planning Manager	93
Planning Manager/ Project Manager	76
Planning/PM Coordinator IV	61
Planning/PM Coordinator III	53
Planning/PM Coordinator II	43
Planning/PM Coordinator I	31
Business Manager	61
Finance Specialist	43
Administrative Assistant V	53
Administrative Assistant IV	49
Administrative Assistant III	44
Administrative Assistant II	37
Administrative Assistant I	25

Public Resources Management Group, Inc. – Rate/Bond Consultant	
JOB TITLE	FEE RATE (\$ HOUR)

Principal	170
Associate	125
Executive Consultant	115
Managing Consultant	110
Supervising Consultant	105
Senior Consultant	95
Rate Consultant	85
Consultant	75
Senior Rate Analyst	70
Rate Analyst	75
Analyst	55
Assistant Analyst	45
Administrative	48

George F. Young, Hyatt Surveying and ZNS Engineering – Surveying	
JOB TITLE	FEE RATE (\$ HOUR)
Principal	138
Professional Surveyor	98
Project Manager	86
Survey Technician	67
CADD/Drafting Technician	51
Administrative/Clerical	41
1-Person Field Survey Crew	75
2-Person Field Survey Crew	89
3-Person Field Survey Crew	113
4-Person Field Survey Crew	131
15 to 20 ft Boat Fee	88/day
Over 20 ft Boat Fee	147/day
Ground Penetrating Radar w/operator	1,201/day

<u>Underground Utility Location Services</u>	
Per Excavation - Soft Surface	123/each
Per Excavation - Hard Surface	242/each
Mobilization/Demobilization	136/each

Ardaman & Associates, HSA Engineering, Inc., Driggers Engineering Services, Inc., KCI Technologies, Inc., Dunkelberger Engineering & Testing, Inc., and Universal Engineering Sciences – Geotechnical Engineering	
JOB TITLE	FEE RATE (\$ HOUR)
See attached Unit Rate Schedule	See attached Unit Rate Schedule

AMEC – Dams Expertise	
JOB TITLE	FEE RATE (\$ HOUR)
See attached Unit Rate Schedule	See attached Unit Rate Schedule

Geotechnical Engineering

Ardaman & Associates
 HSA Engineering, Inc.
 Driggers Engineering Services, Inc.

KCI Technologies, Inc.
 Dunkelberger Engineering & Testing, Inc.
 Universal Engineering Sciences

UNIT RATE SCHEDULE

ITEM	PER UNIT	DESCRIPTION	Final Price	
A. FIELD WORK SOILS				
Mobilization and Demobilization of Equipment on Land:				
1AA	EA	Normal access (truck mounted)		\$200.00
1AB	HR	Difficult access (truck mounted)		\$108.37
1AC	EA	Limited access (truck mounted)		\$359.37
1AD	EA	Mud bug CME45 (per mobilization) Drill rate 1.2 x \$8.00 per foot		\$359.37
1AE	EA	CME850 tracked vehicle (per mobilization), Drill rate 1.5 x \$8.50 per foot		\$1,351.60
1AF	DAY	Per 5 crew/day difficult access		\$1,293.71
1AG	DAY	Electronic Piezocone		400.00
1AH*	EA	Dozer	Quote Per Project	Quote Per Project
2AA*	EA	Mobilization & Demobilization of Equipment on Water		5,000.00
Standard Penetration Test Borings in Soil at ASTM recommended sampling intervals (D 1586):				
3AA	LF	On Land (for work on water, Unit Fees, + 50%; depth measured from water surface)	0-50'	\$10.56
3AB	LF	Tracked Drilling Rig	0-50'	\$15.27
Standard Penetration Test Borings in Soils on Land with Irregular Sampling Intervals:				
4AA	LF	Wash Boring or Auger Boring to advance Test Hole	0-50'	\$8.22
4AB	EA	Standard Split Barrel Sample	0-50'	\$21.14
Standard penetration Test Borings in Rock at ASTM recommended sampling intervals (D 1586):				

5AA	LF	On Land (for work on water, Unit Fees, + 50%; depth measured from water surface)	0-50'	\$12.63
5AB	LF	Tracked Equipment	0-50'	\$20.56
Standard Penetration Test Boring in Rock on Land with Irregular sampling intervals:				
6AA	LF	Rotary Boring to Advance Test Hole	0-50'	\$7.04
6AB	EA	Standard Split Barrel Sample	0-50'	\$20.00
7AA	LF	Rock Drilling on Land (for depth and consistency, no samples)		\$9.39
7AB	LF	Rock Drilling with Samples on Land 1.5 x \$9.88		\$21.73
7AC	EA	Rock Drilling on water or Track Mounted Rigs		\$21.73
8AA	LF	Installation of Casing to maintain stability during Boring (measured from drilling platform on water)		\$8.00
8AC	LF	Grout to seal bore hole on completion		\$4.70
Undisturbed Soil Samples (ASTM D 1587) on Land				
9AA	EA	Open Tube Samplers		\$100.00
9AB	EA	Piston Samplers		\$111.59
Rock Coring (more than 50 blows/inch) - NX Size (ASTM D-2113)				
10AA	LF	On Land		\$25.27
10AB	LF	On Water		\$31.52
11AA	LF	Rock Coring on Land 2-3/4" x 3-7/8" size (more than 50 blows/inch) (ASTM D-2113)		\$55.00
12AA	LF	Static Friction - Cone Penetrometer		\$9.39
13AA	HR	Standby Time in excess of hour due to waiting from instructions from others		\$120.00
14AA	LF	Observation Wells (1" PVC with porous tip)		\$14.10
14AB	LF	2" Diameter Monitor Well - 0 - 050'		\$31.52
14AC		4" galvanized pipe covering and 18" diameter concrete collar with lockable cap		\$234.95

15AA*	EA	Moisture & density of soil & soil aggregate in place by nuclear methods (ASTM D-3017 & D-2922) (Minimum of 3 per trip)	\$21.14
Soils Load Bearing Test			\$0.00
16AA	Test	Field Plate Load Test (ASTM Test - 8 hours)	\$450.00
17AA	Sample	Florida Bearing Value Individual Samples	\$17.61
17AB*	HR	Field Sample	\$37.59
17AC	Sample	Florida Bearing Value Determination of Blend	\$24.09
18AA	Sample	Lime Rock Bearing Ratio	\$280.00
B. LABORATORY WORK			
SOILS			
19BA	EA	Moisture-density relations of soil modified Proctor (ASTM D-1557, Method B)	\$86.94
20BA	EA	Liquid Limits of Soil (ASTM D 423)	\$45.82
21BA	EA	Plastic Limits and Plasticity of Index of Soil (ASTM D-424)	\$23.49
22BA	EA	Bearing Ratio/Laboratory-Compacted Soil (ASTM D-1883)Max/Min Density of Cohesionless Soil (ASTM D-2029)	\$313.67
23BA	EA	Dry Method	\$111.59
23BB	EA	Wet Method	\$140.98
24BA	EA	Unconfined Compressive Strength of Cohesive Soil (ASTM D-2166)	\$77.82
25BA	EA	Unconfined Compressive Strength of Intact Rock Specimens (ASTM D-2938)	\$66.85
26BA	EA	Laboratory Determination of Moisture of Soil (ASTM D-2216)	\$7.04
Permeability of Granular Soil			\$0.00
27BA	EA	Constant Head (ASTM D-2434)	\$132.75
27BB	EA	Falling Head	\$116.29
Strength of Cohesive Soil in Triaxial Compression, 3 Points			
28BA	EA	Unconsolidated, Undrained (ASTM D-2850)	\$300.00

28BB	EA	Consolidated, Undrained		\$471.10
Particle-Size Analysis for Soil (ASTM D-422)				
29BA	EA	Sieve Analysis		\$29.36
29BB	EA	Hydrometer Analysis		\$70.48
29BC	EA	Combined		\$93.98
Specific Gravity				
30BA	EA	Soils (ASTM D-854)		\$24.09
30BB	EA	Coarse Aggregate, larger than #4 Sieve (ASTM D-127)		\$27.50
31BA	EA	Direct Shear Test of soil under Consolidated, Drained Conditions, 3 points (ASTM D-3080)	Sand / Clay	\$7.10
32BA	EA	One dimensional consolidated properties of soil (ASTM D-2435)		\$313.67
33BA	Sample	Shrinkage Factors		\$61.08
34BA	Sample	Soil Classification (AASHTO-UNIFIED-FAA Tests charged separately)		\$7.04
35BA	Sample	Swelling Pressure		\$50.00
36BA	Sample	Time fit-coefficient of consolidation		\$459.35
37BA	HR	Engineering time as required for special testing:	Field	\$71.66
			Professional	\$93.98
			Principal	\$116.29
38BA	HR	Technician time required for special testing (On site or while traveling, inspecting or sampling - no time charged while conducting tests specified herein)	Regular	\$37.59
			Senior	\$45.81
			Chief	\$55.21
39BA*		Rental of special equipment when required & authorized (cost plus service charge)	Unit Service Charge	\$36.42
40BA*		Shipment of sample to locations designated by engineer (cost plus service charge)	Unit Service Charge	\$36.42
A. FIELD WORK				

Concrete			
41AA	SET	Making and testing a set of 3 concrete cylinders including visit to project site to make cylinders and slump test, transporting cylinders to the laboratory for curing and testing, furnishing molds and reporting results, all in accordance with applicable ASTM or FDOT standards.	\$101.03
41AB*	HR	Waiting Time in excess of 2 hours on job site	\$37.59
41AC	SET	Cylinders made in conjunction with inspection	\$15.00
41AD	EA	Extra slump tests (ASTM C-143)	\$7.04
41AE	EA	Extra Cylinders	\$9.39
42AA	SET	Picking up, curing & testing a set of 3 concrete cylinders made by others, in accordance with applicable ASTM standards.	\$63.44
Concrete Windsor Probe Tests			
43AA*	DAY	Windsor probe test equipment and technician	\$283.13
43AC	TEST	Probe & charges (3 probes/test) charge	\$38.76
Concrete Block & Brick			
44AA	TEST	Brick, concrete, building, ASTM Test C-55 with linear shrinkage	\$85.76
45AA	BLOCK	Block, concrete compression individual units	\$85.76
45AB	BEAM	Flexural Strength of Concrete Beams	\$85.76
46AA	BLOCK	Block, concrete absorption individual units	\$38.76
Concrete Cubes			
47AA	CUBE	Compression testing of 2" cubes in laboratory	\$9.40
48AA*	HR	Making cubes on field jobs	\$31.72
49AA	MIX	Laboratory design mix on mortar (6 cubes)	\$156.25
Concrete Cylinders			
50AA	TEST	Air test in field when made with cylinders	\$14.10
51AA	MIX	Concrete Design mixes including aggregate tests & trail batch with six test cylinders: First	\$400.00

		Mix	
51AB	MIX	Add. mixes same materials	\$200.00
51AC	MIX	Time of set	\$77.54
52AA*	HR	Batch plant inspections - including verification of materials conformance to applicable ASTM standards and job specifications; monitoring of batching methods, slump tests, moisture content, air content (minimum 4 hours)	\$45.82
53AA*	HR	Precast concrete plant inspection (pipe & manholes) - including verification of materials, conformance to applicable ASTM standards and job specifications; approval of manufacturing methods, materials testing as required, visual inspection of finished projects and report results (minimum of 4 hours)	\$45.82
Obtaining & Testing Drilled Cores (ASTM C-42)			\$0.00
54AA*	HR	Personnel and equipment	\$44.64
54AB	INCH	Diamond bit charge (inch diameter per inch depth)	\$1.17
54AC	EA	Concrete cores prepared, tested & measured	\$29.36
54AD*	EA	Rental of specialized equipment (Cost plus service charge)	Unit Service Charge \$29.36
55AA*	EA	Rebound number of hardened concrete (ASTM C-805)	\$3.52
B. LABORATORY WORK			\$0.00
Concrete pipe testing (ASTM C497)			\$0.00
56BA*	HR	Witness external load crushing strength	\$38.76
56BB*	EA	Absorption test	\$31.25
56BC*	HR	Hydrostatic test (monitoring only)	\$38.76
56BD*	HR	After 1st hour	\$37.91
57BA	EA	Water Retention by concrete curing materials (ASTM C-156)	\$392.39
57BB	EA	Length of change test (ASTM C-157)	\$626.70
Cement Testing			\$0.00
58BA	SAMPLE	Portland Cement ASTM physical tests	\$469.91

58BB	SAMPLE	Portland Cement ASTM chemical analysis Types I, III, IV & V	\$344.21
58BC	SAMPLE	Type II	\$344.21
59BA	GROUP 3 EA	Compressive strength ASTM C-109 w/o complete phys.	\$139.79
60BA	GROUP 3 EA	Tensile strength ASTM C-190	\$139.79
61BA	SAMPLE	Gillmore time of set ASTM C-266	\$139.79
62BA	SAMPLE	False set ASTM C-359	\$115.13
Chemical Analysis			\$0.00
63BA	SAMPLE	Cement content of hardened concrete ASTM C- 1084	\$587.41
64BA	SAMPLE	Lime Rock analysis/F.D.O.T. specifications (carbonates)	\$50.00
65BA	EA	Sampling and testing fly ash for use as admixture in concrete (ASTM C-311)	\$392.39
Concrete Aggregate Tests			
67BA	SAMPLE	Sieve analysis, fine or coarse	\$37.59
68BA	SAMPLE	Absorption	\$24.09
69BA	SAMPLE	Specific gravity	\$24.09
70BA	SAMPLE	Weight per cubic foot	\$24.09
71BA	SAMPLE	Material finer than #200 sieve	\$24.09
72BA	SAMPLE	Organic (Calorimetric ASTM C-40)	\$35.00
73BA	SAMPLE	Los Angeles abrasion graded material	\$125.00
74BA	SAMPLE	Los Angeles abrasion uncrushed materials	\$156.25
75BA	SAMPLE	Soundness (5 cycle sodium sulfate) (ATSM C- 88)	\$197.36
76BA	SAMPLE	Deleterious substances	\$93.98
Engineering Services* As Requested and Required			
77CA	HR	Field*	\$71.66

77CB	HR	Professional / Registered Engineer*	\$93.76
77CC	HR	Principal*	\$116.29
*As applicable, attach additional rate schedule			
Technical Services** As Required for Special Testing (Including Hydrostatic Testing)			
78DA	HR	Regular Technician (RT)**	\$37.59
78DC	HR	Senior**	\$45.82
78DE	HR	Chief**	\$55.20
** As Required attach additional rate schedule			
79EA*	MILE	Mileage charge (Not To Exceed FL Statute: FS 112.06)	No Charge
Asphalt Inspection			
Asphalt Concrete Paving Plant Inspection:			
80FA	DA	Services of each technician/day	
Asphaltic concrete paving - job inspection: Same as plant inspection			
Asphalt Testing			
Aggregate Tests (See Concrete Section)			
81FA	SAMPLE	AC, RC and MC grades Asphalt (AASHTO Spec)	\$469.91
81FB*	HR	Belkaman beam test equipment (portal to portal)	\$45.00
82FA	SAMPLE	Emulsified Asphalt (AASHTO Spec) (Cationic, M208)	\$507.51
83FA	EA	Bond Strength PSI (anionic Emulsified Asphalt, AASHTO M140)	\$200.00
83FB	EA	Distillation (ASTM D402/AASHTO T-78)	\$150.00
83FC	EA	Ductility (ASTM D113)	\$177.39
83FD	EA	FlashPoint (Cleveland open cup) (Open tag) (ASTM D-3143)	\$70.48
83FE	EA	Float (ASTM D139)	\$77.54
83FF	EA	Furol viscosity (ASTM D88)	\$70.48
83FG	EA	Loss on heating (ASTM D6)	\$77.54

83FH	EA	Penetration (ASTM D88)		\$63.44
83FI	EA	Softening point (ring & ball) (ASTM D36)		\$63.44
83FJ	EA	Solubility in carbon tetrachloride (ASTM D2042)		\$63.44
83FK*	EA	Minimum charge for a single report		\$59.91
84FA	SAMPLE	Bitumen content (ASTM D-4)		* \$77.54
84FB	SAMPLE	Gradation of extracted aggregate		* \$42.84
85FA	SAMPLE	Asphaltic concrete extraction (F.O.B. Lab), Hubbard Field or Marshall Stability Tests (F.O.B. Lab)		* \$63.44
86FA	SAMPLE	Marshall Stability (FM 5-511)		* \$112.78
86FB	SAMPLE	Hubbard - Field		\$150.00
Asphaltic Concrete Paving Design Mixes				
87FA	MIX	Marshall Method - includes above but with standard Marshall method tests replacing H-F stability Hubbard Field - includes aggregate, tests, calculation of mix formula and trail batches with H-F stability tests		\$941.02
87FB	MIX		2 Inch	\$781.23
87FC	MIX		6 Inch	\$941.02
88FA	SAMPLE	Compaction or density tests (F.O.B. Lab) (Paving Cores)		\$38.76
89FA	HR	Sampling Pavement for density or thickness, using DESI equipment		\$60.00
FIBERGLASS PIPE				
90GA	EA	Tensile test (ASTM D-638)		\$300.00
91HA	EA	Flexural test (ASTM D-790)		\$300.00
Load Testing				
92IA	HR	Services of Engineering technician for load testing structures and components (day increments)		\$45.82
92IC*		Equipment for test set-up (jack, gauges, reference beams only)		\$500.00
Special Testing				

93NA*	EA	Special testing not otherwise specified (see para. 8.0 additional work) (cost plus 15%)	Unit Service Charge	\$37.59
Paints				
94PA*	DAY	Paint thickness testing, dry film on iron or steel		\$352.43
94PC*	MILE	Portal to portal Piling		No Charge
95SA*	DAY	Pile driving Inspection		\$376.25
95SB	EA	Pile load test up to 60 tons		\$2,037.11
95SC	EA	Pile load test up to 120 tons		\$2,353.12
95SD*	DAY	Pile Driving Analyzer (PDA)		\$852.91
	EA	CAPWAP Analysis		\$426.45
95SG*	DAY	Pile Integrity Tester (PIT)		\$426.45
96SA	LF	Pile manufacturing inspection		\$1.17
96SB*	DAY	Minimum Charge		\$350.00
96SC*	DAY	Pile manufacturing inspection, per man/day		\$350.00
96SE	CYLINDER	Concrete Cylinder		\$9.69
97TA*	DAY	Services of Radiographic technician, portable dark room and equipment complete		\$485.19
97TC*	SHEET	Film charge, 4 x 17" or smaller size		\$10.57
97TD*	SHEET	Over 4 x 17" in size		\$12.92
97TE*	DAY	Additional technician (Radiographers helpers) Laboratory Radiography		\$300.74
98TA	EXPOSURE	Radiographic inspection of items delivered to lab Sampling		\$55.21
99UA*	HR	Services of technician for sampling		\$37.59
Soil Percolation Tests				
100VA	TEST	Soil percolation tests (FL Dept. of Pollution Control)		\$193.85
100VB	TEST	Soil infiltration rate test using double ring infiltrometer (ASTM D-3385)		\$392.39

100VC	LF	Auger boring	\$8.22
Soil Cement Stabilization			
101WA*	DAY	Soil survey & soil cement field control inspection	\$313.67
102WA	MIX	Soil cement laboratory design mixes (PCA method)	\$156.91
102WB*	EACH	Compressive Strength of Cement Treated Base Field Pills	\$29.36
102WC*	EACH	Compressive Strength of Cement Treated Base Cores	\$29.36
103WA	SAMPLE	Mechanical analysis complete (sieve and hydrometer analysis and specific gravity)	\$97.51
104WA	SAMPLE	Moisture determination	\$14.10
105WA	SAMPLE	Shear test-direct, consolidation quick type	\$236.13
106XA	SAMPLE	Specific gravity – absolute	\$45.82
107XA	SAMPLE	Triaxial compression tests const.	\$186.78
107XB	SAMPLE	Const. Col. Consol. Type	\$500.97
	EA	Wave Equation Analysis	\$781.23
	SAMPLE	Organic Content	\$38.76
	SAMPLE	PLM Analysis of Asbestos	\$38.76
	SAMPLE	TEM Sample	\$298.54
	SAMPLE	Phased Contrast Microscopy (Air)	\$11.74
	SAMPLE	Analytical Testing for Lead in Bulk Sample	\$44.64

Asterisk* Denotes Labor Cost is NOT included in price.

The above fee rates are subjected to a Cost of Living increase equal to the Consumer Price Index-Urban (CPI-U), effective on the anniversary date.



FEE SCHEDULE
Rates Effective through 12/31/11

FEE SCHEDULE FOR PROFESSIONAL SERVICES

	<u>Hourly</u> <u>Rate</u>
<u>Engineers, Geologists, Scientists, and Technical Specialists*</u>	
Principal	\$200
Senior Associate	\$180
Associate	\$158
Senior Professional II/Project Manager	\$148
Senior Professional/Project Manager	\$138
Project Professional II/Project Manager	\$128
Project Professional/Project Manager	\$116
Staff Professional III	\$112
Staff Professional II	\$107
Staff Professional I	\$92
Staff Professional	\$77
Technical Assistant	\$78
<u>Technical Support</u>	
Senior Designer	\$97
Senior CADD/GIS Technician	\$88
CADD/GIS Technician	\$79
Programmer	\$120
GPR Specialist	\$78
Researcher/Coordinator	\$76
Administrative/Clerical	\$58
<u>Construction Inspection/Administration</u>	
Resident Inspector	\$97
Construction Inspector	\$85
Senior Lab/Field Technician II	\$74
Senior Lab/Field Technician I	\$65
Lab/Field Technician II	\$56
Lab/Field Technician I	\$47
<u>Expenses</u>	
Support	
Based on Professional Labor	12%
Reproduction / Plotting – Black & White	
24" X 36"	\$1.50
30" X 42"	\$2.25
Reproduction / Plotting – Color	
8 1/2" x 11"	\$1.40
11 X 17	\$10.00
24 X 36	\$12.00
30 X 42	\$15.00
Computer CADD/GIS Modeling	\$15.00
Vehicles	
	\$1.35 per mile
	\$120.00 – per day
Subcontractors and Reimbursable Expenses	15%

* Legal Services - Mediation, Deposition, Court Appearances hourly rates plus 50%



FEE SCHEDULE
Rates Effective through 12/31/11

SOILS AND MATERIAL TESTING RATE SCHEDULE

Laboratory Soil and Aggregate Testing

Natural Moisture Content	\$15	Each
Percent Passing #200 Sieve (Wet Wash)	\$33	Each
Atterberg Limits (Plasticity Testing) excludes #200 Sieve	\$90	Each
Hydrometer Analysis	\$149	Each
Gradation Analysis (Mechanical) excludes #200 Sieve	\$80	Each
Specific Gravity	\$135	Each
Settling Test	\$108	Each
Organic Content excludes #200 Sieve	\$40	Each
Moisture - Density Determination (Proctor)	\$120	Each
Limerock Bearing Ratio w/ Modified Proctor	\$410	Each
Florida Bearing Value	\$40	Each
Swell/Shrinkage Test (Method B)	\$200	Each
One-Dimensional Incremental Consolidation Testing (up to 12 loads)	\$400	Each
Flexible Wall Permeability Test	\$425	Each
Constant Head Permeability Test (Includes Proctor)	\$244	Each
Sample Preparation (additional prep time for difficult samples)	\$55	Hour
Consolidated Undrained (CU) Triaxial Shear with Pore Pressure Measurements	Quoted	Upon Request
Constant Rate Strain Consolidation (CRS) Test	Quoted	Upon Request
Direct Simple Shear (DSS) Test	Quoted	Upon Request
Direct Shear (DS) Test	Quoted	Upon Request
Slurry Consolidation	Quoted	Upon Request

Field Testing

Field Density and Moisture Determination Soil Sampling	\$55	Hour
Double Ring Infiltration (w/in 18" surface) (travel not included)	\$360	Each

Asphalt/Concrete Coring

Equipment Mobilization	\$250	Day
Core Sampling	\$55	Hour

Concrete Testing

Field and Laboratory Testing, Sampling, Molding Cylinders, Slump Tests, Field Air Content Tests, Field Temperature Tests, Compressive Strength Break, Mortar Cubes, Molding Grout Prisms, Curing, Capping, Compressive Strength Tests and Travel Time	\$55	Hour
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FEE SCHEDULE
Rates Effective through 12/31/11

**FIELD / INDUSTRIAL HYGIENE / CONFINED SPACE AND
MISCELLANEOUS EQUIPMENT RATES**

<u>Equipment</u>		<u>Rates</u>
4 Wheel ATV	\$110 per day	
15 Gallon Pump Sprayer	\$55 per day	
2" PVC Temporary Monitor Wells. 4-6' deep	\$193 each	
Atmospheric testing/monitoring Equip	\$71 per day	\$250 per week
Auto Sampler/1 Week Duration	\$880 per week	
Auto Sampler/2-3 Week Duration	\$660 per week	
Auto Sampler/3 Month or greater Duration	\$1,485 per month	
Auto Sampler/4-7 Week Duration	\$505 per week	
Auto Sampler/8-11 Week Duration	\$440 per week	
Backpack Electrofisher	\$350 per day	\$1,520 per week
Backpack Sprayer	\$28 per day	
Barge	\$55 per day	
Company Vehicle Usage	\$120 per day	
Confined Space Equipment	\$200 per day	
Confined Space Equipment	\$660 per week	
Continuous Recording Staff Gauge	\$270 per week	
Digital Depth Finder	\$66 per day	
Dissolved Oxygen Meter	\$39 per day	
Electric Water Level Indicator	\$28 per day	\$85 per week
Evidence Storage		
Small Box	\$22 per quarter	
Small Appliances	\$40 per quarter	
Med Appliances	\$75 per quarter	
Large Appliances	\$110 per quarter	
Cars	\$600 per quarter	
Tires	\$55 per quarter	
Field Test Kit Storm Water	\$13 per test site	
Field Test Kit Surface Water	\$8 per test site	
Foxboro OVA/PID	\$125 per day	\$475 per week
Generator	\$66 per day	\$225 per week
GPR Equipment	\$450 per site	
GPS Equipment	\$110 per day	\$375 per week
Ground Water Sample Bailers (Decontaminated)	\$28 each	
Ground Water Sampling Pump (Disposable Tubing)	\$66 per day	\$180 per week
Grunfos Sampling Pump	\$275 per day	\$950 per week
Herbicide	\$9 gal	
Honda Pump	\$110 per day	
Hydrolab Surveyor H	\$83 per day	\$290 per week
Inline 45 micron water filter	\$33 each	
Jon Boat 10'	\$39 per day	
Jon Boat 16' Motor and Trailer	\$165 per day	
Metal Detector	\$28 per day	\$55 per week
Microscope (Compound)	\$28 per day	\$55 per week
Nuclear Density Gauge	\$25 per day	\$70 per week
Open Channel FlowMeter and Datalogger	\$495 per week	
Photo Vac OVA/PID	\$66 per day	\$240 per week
Piston Tube Sampler	\$50 per day	\$200 per week



FEE SCHEDULE
Rates Effective through 12/31/11

**FIELD / INDUSTRIAL HYGIENE / CONFINED SPACE AND
MISCELLANEOUS EQUIPMENT RATES**

<u>Equipment</u>		<u>Rates</u>
Pore Pressure Probe	\$39 per day	\$120 per week
Pressure Transducer/Data Logger	\$138 per day	\$485 per week
Rock Core Box	\$30 each	
Sample Jars (Box of 12)	\$14 each	
Sample Storage		
1-Year	\$23 one time charge	
3-Year	\$74 one time charge	
5-year	\$120 one time charge	
6-year	\$150 one time charge	
10-Year	\$182 one time charge	
Soil Auger	\$28 per day	\$55 per week
Staff Gauges	\$28 each	
Stream Flow Meter	\$110 per day	\$298 per week
Survey Equipment	\$127 per day	
Temp. pH. Conductivity Meter	\$28 per day	\$100 per week
Tipping Bucket Rain Gauge	\$100 per month	
Turbidity Meter, Digital (Portable)	\$28 per day	\$100 per week
Turbidity Standards	\$50 each	
Vacuum Pump	\$66 per day	\$230 per week
Vane Shear Equipment	\$28 per day	\$100 per week
Weed Eater-Gas, Chain Saw	\$28 per day	\$100 per week

EXHIBIT "C"

WORK ASSIGNMENT NUMBER:

Pursuant to the Manatee County, Florida, Agreement for Architectural /Engineering services for Engineer of record entered into by and between the COUNTY OF MANATEE, hereinafter referred to as the "County" and _____ hereinafter referred to as the "Consultant," a determination has been made by the County that there is a need for the performance of or rendering of services by the Consultant of a certain "Work Assignment" under the purview of said Contract, and the 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 _____ through _____ as follows:

<u>TASK NO.</u>	<u>TITLE</u>	<u>COMPENSATION</u>

Compensation to the CONSULTANT for rendering all of the above identified services and products shall not exceed \$_____. Compensation for the tasks shall not exceed the amounts shown.

Any modification to the project resulting in increases to prior cost estimate or potential overruns shall be communicated to Manatee County, in writing, prior to initiation of work, for approval of the Contract Manager.

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.

EXHIBIT C-1

SIGNATURE PAGE FOR WORK ASSIGNMENT NUMBER _____

????????????????,Inc
?????????? Street
??????????, FL 3??????

WITNESSES:

By: _____

Print name & title of above signer

RECOMMENDED BY MANATEE COUNTY PUBLIC WORKS DEPARTMENT

By: _____

Ron Schulhofer, Director

COUNTY OF MANATEE, FLORIDA

Authority to execute this contract per Manatee County Code, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/2009/ Revised 8/10/09.

By: _____

R.C. " Rob" Cuthbert, C.P.M., CPPO
Purchasing Official

ATTACHMENT "D"

AFFIDAVIT OF NO CONFLICT

STATE OF FLORIDA

COUNTY OF Manatee Sarasota

BEFORE ME, the undersigned authority, this day personally appeared Bob Collins, a principal with full authority to bind Carol K. Eng., hereinafter the "Consultant", who being first duly sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the 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 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 for

[Signature]
Signature

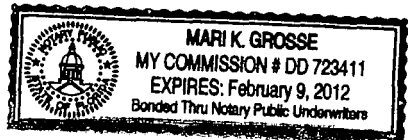
SUBSCRIBED to and sworn before me this 27th day of September 2008.

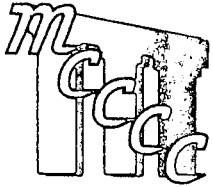
Mari K. Grosse
Notary Public

My commission expires:

Personally Known or Produced Identification

Type of Identification Produced _____





Manatee County

Clerk of the Circuit Court and Comptroller

R.B. "Chips" Shore

P.O. Box 25400 ◊ Bradenton, Florida 34206 ◊ (941) 749-1800 ◊ FAX (941) 741-4082 ◊ www.manateeclerk.com

November 9, 2011

TO: Carollo Engineers, Inc.
401 North Cattlemen Road, Suite 306
Sarasota, Florida 34232

FROM Clerk of Circuit Court
Board Records Department
Vicki P. Jarratt
P.O. Box 25400
Bradenton, Florida 34206

RE: **Agreement for Engineering Services for Utilities.**


ACCEPTED: In open session by the Manatee County Board of County Commissioners on **November 8, 2011.**

RBS:vpj
Enclosure

cc: Board Records
Via Email

- Blair Getz, Purchasing Department
- Dan Gray, Utilities Department
- Sia Mollanazar, Public Works Department

MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT	Engineering Services for Utilities Engineer of Record	TYPE AGENDA ITEM	Consent
DATE REQUESTED	November 8, 2011	DATE SUBMITTED/REVISED	October 7, 2011
BRIEFINGS? Who?	N/A	CONSEQUENCES IF DEFERRED	Delay in acceleration of projects
DEPARTMENT/DIVISION	Financial Management / Purchasing	AUTHORIZED BY TITLE	Jim Seiffert, Director, Financial Management
CONTACT PERSON TELEPHONE/EXTENSION	Blair C. Getz x 3053 R.C. "Rob" Cuthbert x 3014	PRESENTER/TITLE TELEPHONE/EXTENSION	Ron Schulhofer, Director, Public Works Dept. x 7476
ADMINISTRATIVE APPROVAL			
ACTION DESIRED INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED			
Authorize the County Administrator or his designee to execute the Agreement for Engineering Services for Engineer of Record on an as needed basis for the Utilities and Public Works Departments with Carollo Engineers, Inc., Sarasota, Florida in accordance with the provisions of the Agreement. The Public Works and Utilities Departments estimates the annual expenditure will not will not exceed \$749,000.00.			
ENABLING/REGULATING AUTHORITY			
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy			
Manatee County Purchase Code, Chapter 2-26.			
BACKGROUND/DISCUSSION			
<ul style="list-style-type: none"> • The Consultant shall perform as the County's Professional Engineer of Record. As the Engineer of Record, the Consultant will be expected to conduct studies and prepare reports regarding maintenance and operation of existing facilities, systems and connections, perform rate studies, and provide technical assistance on all utility operational, technical, engineering and financial issues. Issues include, but not limited to: bond refinancing, grant funding and rewrite, loans and bond issues related to utility systems and an annual report in accordance with requirements of the bonds. • Funding Source: Utility Rates. • See page 2 for further details. 			
APPROVED IN OPEN SESSION			
NOV 08 2011			
BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA			
Check appropriate box			
<input type="checkbox"/>	REVIEWED		
	Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: (___		
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)		
<input checked="" type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)		
<input type="checkbox"/>	OTHER		
ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
Department Memo Dated September 29, 2011 Agreement (2) Originals		Originals: Board Records, Carollo Engineers, Inc.; Copies to Blair C. Getz/Purchasing Department; Dan Gray, Utilities Department and Sia Mollanazar, Public Works Department. ✓ 11/9/11 VG	
COST:	To be determined by Work Assignment	SOURCE (ACCT # & NAME):	To be determined by Work Assignment
COMMENTS:	N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	N/A

* |  

- 5/11/11-6/27/11 the appropriate proposal procedures were followed. The Request For Proposal (RFP) was broadcast; sixty-nine (69) firms downloaded the RFP and four (4) firms submitted Proposals.
- 8/15/2011 the County Administrator authorized the Selection Committee to enter into negotiations with Carollo Engineers, Inc., Sarasota for the Engineer of Record (EOR).
- 9/16/2011 Negotiations concluded resulting in an Agreement and an hourly fee schedule agreeable to all parties; and determined to be fair and reasonable to the Utility Department. The negotiated fee structure is the same as found in the expiring Engineer of Record Agreement with the single exception of an increase in the Administrative Assistant's fee.
- The estimated range of cost for the first year of the Agreement is \$749,000.00. This range is based on an analysis of projected requirements for this initial period of the agreement.
- This Agreement will be managed by the Utilities Department, Public Works Department and the Project Management Division.

MEMORANDUM



Utilities Department
Administration
4410 66th St. W.
Bradenton, FL 34210

MANATEE COUNTY
FLORIDA

Phone: 941.792.8811
Fax: 941.795.3490
www.mymanatee.org

To: R.C. "Rob" Cuthbert, C.P.M., Purchasing Manager
From: Daniel T. Gray, Director, Utilities Department *Dan CT.G*
Date: September 29, 2011 *9/29/2011*
Subject: Department Award Recommendation - RFP#11-1569BG/ Engineering Services for Utilities Engineer of Record

After careful review of the submitted proposals, presentations and the results of negotiation with the selected proposer for the above referenced RFP by the Utilities Department and Public Works Department staff, I recommend the Engineer of Record (EOR) contract be awarded to Carollo Engineers, Inc.

We believe Carollo brings us the opportunity for a fresh perspective and some different tools and expertise to our operations and planning, while as a result of our negotiations, maintaining a cost structure that provides increased value. We've identified expected expenditures through the budgeting process of \$749,000 during the first year of this contract. The ultimate funding source for this contract is utility rates, from the operating budgets of various water and wastewater sections in the Utilities Department.

Your assistance, and that of Blair Getz, with this process is appreciated.

Cc: Blair Getz, Contracts Negotiator, Purchasing
Sia Mollanazar, Deputy Director, Public Works
Gus DiFonzo, Deputy Director, Utilities
Peter Bonk, Utilities Waste Water Division Manager
Mark Simpson, Utilities Water Division Manager

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PURCHASING

From: **Vicki Jarratt**

Sent: **Wednesday, November 09, 2011 12:19 PM**

To: '**blair.getz@mymanatee.org**'; '**dan.gray@mymanatee.org**'; '**sia.mollanazar@mymanatee.org**'

Subject: **Agreement for Engineering Services for Utilities**

Attachments: **BC20111108DOC020.PDF**

Attached is a copy of the Agreement for Engineering Services for Utilities approved by the BCC on 11/8/11.

Best regards,

Vicki Jarratt

Board Records

For R.B. "Chips" Shore

Manatee County Clerk of Circuit Court & Comptroller

www.ManateeClerk.com

vicki.jarratt@manateeclerk.com

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