



AGREEMENT No. 15-0909JE

**PROFESSIONAL TRANSPORTATION ENGINEERING
SERVICES**

between

**MANATEE COUNTY
(COUNTY)**

and

**CARDNO, INC.
(CONSULTANT)**

AGREEMENT FOR PROFESSIONAL TRANSPORTATION ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between the **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “**COUNTY**”, with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **CARDNO, INC.**, hereinafter referred to as “**CONSULTANT**”, duly authorized to conduct business in the State of Florida with offices located at 380 Park Place Boulevard, Suite 300, Clearwater, FL 33759.

WHEREAS, COUNTY has determined that it is necessary, expedient and in its best interest of COUNTY to retain, obtain or employ CONSULTANT to render and perform Professional Transportation Engineering Services; and

WHEREAS, COUNTY caused a public announcement to be made, distributed and published, requesting proposals (RFP 15-0909JE), for the selection of a provider of professional services in the manner set forth in this Agreement. CONSULTANT submitted a proposal and COUNTY conducted a competitive selection procedure in accordance with “Consultant’s Competitive Negotiation Act” established pursuant to section 287.055, Florida Statutes.

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

ARTICLE 1. SCOPE OF SERVICES

CONSULTANT covenants and represents to COUNTY that CONSULTANT shall provide services to perform Professional Transportation Engineering Services as detailed in Exhibit “A”, “Scope of Services”.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and nine (9) exhibits, which are as follows:

- Exhibit “A”** Transportation Engineering Services Scope of Services
- Exhibit “B”** Intelligent Transportation Systems (ITS) Scope of Services
- Exhibit “C”** Construction Engineering and Inspection Scope of Services
- Exhibit “D”** Stormwater Engineering Services Scope of Services
- Exhibit “E”** Architectural / Engineering Guidelines
- Exhibit “F”** Fee Rate Schedule / Sub-consultant List and Fee Schedule
- Exhibit “G”** Sample Work Assignment
- Exhibit “H”** Affidavit of No Conflict
- Exhibit “I”** Insurance Requirements

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

ARTICLE 3. COMPENSATION

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

ARTICLE 4. INVOICES AND TIME OF PAYMENT

- A. CONSULTANT shall provide COUNTY with an invoice which shall include all compensation due CONSULTANT as of the date of the invoice and in accordance with the following:
 - 1. The Integrated Fund Accounting System (IFAS) number assigned to this Agreement or Work Assignment. IFAS numbers will be provided to CONSULTANT upon approval of each Work Assignment and transmitted to CONSULTANT electronically. This number shall appear on all invoices.
 - 2. Total compensation to CONSULTANT for services and reimbursable expense shall not exceed the amounts provided in the Work Assignment.
 - 3. COUNTY agrees to pay CONSULTANT for the herein described services at a rate of compensation specified in **Exhibit "F"** and as detailed in the applicable Work Assignment.
 - 4. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of damages due and owing to COUNTY by CONSULTANT on any other Agreement between CONSULTANT and COUNTY.

5. If any Work Assignment requires units of deliverables, then such units must be received and accepted in writing by the Project Manager prior to payment.
- B. All costs of providing the services specified in **Exhibit "A", "B", "C" and/or "D"** shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for the following direct costs:
1. Expense of reproduction beyond the costs associated with providing reports and routine correspondence.
 2. Actual charges for fees not specifically identified to be paid by COUNTY charged in the process of obtaining any required documents outlined in the work as documented by copies of original invoices.
 3. Actual charges for courier service at the request of COUNTY excluding delivery made to Manatee, Sarasota, Pinellas or Hillsborough Counties, at rates not to exceed \$12.00 per package, and shall be documented by copies of original invoices.
 4. CONSULTANT acknowledges and agrees that in order for both parties to close their books and records, he/she will clearly state "Final Invoice" on the last billing to COUNTY, which will indicate that all services have been performed and all charges and costs have been invoiced to COUNTY under this Agreement.
- C. Except where **Exhibit "A", "B", "C", and/or "D"** provides that payment shall not be made until a task has been completed or for payment based on actual hours of work, CONSULTANT and Project Manager or his/her designee shall agree monthly on the percentage of completion for each task within the Work Assignment and the CONSULTANT shall provide COUNTY with an invoice based on that agreed upon percentage of completion.
- D. Any dispute between COUNTY and CONSULTANT with regard to the percentage of the Work Assignment that has been completed or any other information contained on CONSULTANT's invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 15 of this Agreement.
- E. PAYMENT:
1. COUNTY shall remit payment for each invoice within forty-five (45) days of receipt of an acceptable invoice.
 2. CONSULTANT agrees to permit full and open inspection of payroll records and other expenditures in connection with all work upon the request of

COUNTY and to maintain all financial records related to this Agreement for a period of five (5) years after termination or completion of the performance of this Agreement.

ARTICLE 5. AGREEMENT TERM

- A. The term of this Agreement shall be for one (1) year from date of execution; however, by mutual consent, the Agreement may be extended for four (4) additional one (1) year terms, not to exceed a total of five (5) years.
- B. Any Work Assignments issued during the effective period of this Agreement and not completed within that period, shall be completed by the CONSULTANT within the time specified in the Work Assignment. The Agreement shall govern the CONSULTANT'S and the COUNTY'S rights and obligations with respect to that Work Assignment to the same extent as if the order were completed during the Agreement's effective period.
- C. The terms and conditions of this Agreement shall remain valid beyond any expiration date until all Work Assignments authorized during the Agreement term have been completed.

ARTICLE 6. TERMINATION OF AGREEMENT

A. TERMINATION FOR DEFAULT:

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

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

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

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

In the event of termination by the COUNTY for any cause, the CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

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

B. TERMINATION FOR CONVENIENCE:

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

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

ARTICLE 7. WORK ASSIGNMENTS

- A. CONSULTANT shall provide services only after receipt of a written Work Assignment issued in accordance with this Article and in accordance with the form provided in **Exhibit "G"**. Work Assignments shall be signed by CONSULTANT and COUNTY and shall constitute supplemental agreements entered into under the terms and conditions of this Agreement.
- B. Each Work Assignment shall establish the following:
 1. A title for the project and a general description of the purpose for the work.

2. The maximum total compensation and reimbursable expenses that will be paid to CONSULTANT by COUNTY upon completion of the Work Assignment.
3. A clear indication of the services to be furnished for a fixed fee and the services to be furnished based upon time and charges provided; however, where services are based upon time and charges, the Work Assignment shall establish the maximum compensation and CONSULTANT shall not exceed the maximum compensation established for such services.
4. From the services specified in Exhibit "A", "B", "C" and/or "D", the services to be provided under the Work Assignment shall include the unit prices specified in Exhibit "F" and the hours up to the not to exceed amount negotiated for each Work Assignment. Any specific services based upon the maximum compensation and billed based upon actual time and charges shall be clearly identified.
5. There shall be an agreed upon date of completion for each Work Assignment. Where identified services within a Work Assignment must be completed by a specific date prior to completion of the entire Work Assignment, such date shall be established.
6. Any additional details that may be required to describe the duties and obligations of the parties with respect to a particular Work Assignment.
7. Any supplementary information, not in conflict with the provisions of this Agreement, such as technical specifications, deliverables associated with the Work Assignment, breakdown of the fees being charged by any sub-consultant or any service provider.
8. The identification of the person(s) who will serve as CONSULTANT's Project Manager and COUNTY's Project Manager.
9. When a Work Assignment calls for the preparation of plans, specifications, maps and reports, these items as well as all data collected, together with summaries and charts shall be considered works made for hire and shall become the property of COUNTY without restriction or limitation on their use; and shall be made available, upon request, to COUNTY at any time. CONSULTANT shall not copyright any material or product developed under this Agreement. COUNTY shall have the right to inspect the work of CONSULTANT at any time.
10. All final plans, documents, reports, studies and other data prepared by CONSULTANT will bear the endorsement of a person in the full employ of CONSULTANT.
11. COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by CONSULTANT and of the details thereof and communication shall be maintained by CONSULTANT with representatives of

COUNTY.

12. **EXTENSION OF WORK ASSIGNMENTS.** It shall be the responsibility of CONSULTANT to ensure at all times that sufficient time remains in the project schedule within which to complete services on the project. In the event there have been delays which would affect the Work Assignment completion date, CONSULTANT shall promptly submit a written request to the Project Manager which identifies the reason(s) for the delay and the amount of time related to each reason. The Project Manager will promptly review the request and make a determination as to granting all or part of the requested extension. If the Project Manager determines that an extension of a Work Assignment deadline is appropriate, a recommendation for a Change Order shall be initiated.
13. Any Work Assignment, including reimbursable expenses, shall not be effective until one of the following conditions has occurred: a) the Assignment has been approved and signed by the Purchasing Official for Assignments under one million dollars (\$1,000,000.00), or b) the Assignment has been approved by the Board of County Commissioners for Assignments over one million dollars (\$1,000,000.00).
14. Work Assignments shall not be artificially divided to increase the delegated authority provided to COUNTY's Purchasing Official. Separate Work Assignments may be required for services which may be a part of the same project and the provision of two Work Assignments for such a project shall not be considered as an enlargement of the authority delegated to COUNTY Purchasing Official.
15. When the services of CONSULTANT required for any Work Assignment are complete, CONSULTANT shall notify COUNTY in writing. Thereupon the COUNTY, within thirty (30) days, shall either provide its written acceptance or give CONSULTANT written notice of any unfinished or improperly performed services to be finished or corrected. If such written notice of acceptance or exception is not given within such period of time, the services shall be deemed to have been accepted by COUNTY. However, acceptance of the work performed by CONSULTANT shall not be construed to be an acceptance of improper, defective or deficient work.

ARTICLE 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, COUNTY shall negotiate each Work Assignment based upon estimated hours and/or fee rates, projected by CONSULTANT and in accordance with the rate schedule specified in Exhibit "F". Compensation for each Work Assignment shall be based on actual hours performed and/or fee rates, but in no event shall CONSULTANT be eligible for reimbursement in excess of the amount established in a Work Assignment. COUNTY's Purchasing Official may authorize, in

writing, in advance, adjustments in the compensation for particular phases or tasks established in the Work Assignment provided such adjustments do not exceed the maximum compensation and reimbursable expenditures authorized for the particular Work Assignment.

Any additions, deletions or modifications to the sub-consultants listed in "Exhibit F" will be handled in accordance with Article 26.

ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT

The parties agree that all documents, records, and files produced by CONSULTANT in connection with the services rendered pursuant to this Agreement shall be the property of COUNTY and shall be provided to COUNTY upon request. CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT's endeavors.

In the event of termination of this Agreement, any reports, records, documents, forms, and other data and documents prepared by CONSULTANT whether finished or unfinished shall become the property of COUNTY and shall be delivered by CONSULTANT to COUNTY within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

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

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

ARTICLE 11. RESPONSIBILITIES OF THE COUNTY

COUNTY shall:

- A. Appoint the County Administrator, or his designee, as the County's Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONSULTANT is given written notice thereof.
- B. Make available at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. Give prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. Give careful and reasonable consideration to the findings and recommendations of CONSULTANT, and shall respond and issue notices to proceed in a timely manner so as not to unduly delay CONSULTANT's work called for by this Agreement.
- E. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY.
- F. Perform activities in this Article at no cost to CONSULTANT.

ARTICLE 12. COUNTY'S PROJECT MANAGER

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

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

ARTICLE 13. AGREEMENT TYPE

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

ARTICLE 14. RESPONSIBILITIES OF THE CONSULTANT

CONSULTANT shall:

- A. Appoint CONSULTANT's Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT's Agent shall have the authority without limitation, to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by 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 COUNTY is given written notice thereof.
- B. Perform the work in accordance with the terms and conditions of this Agreement.
- C. Ensure that all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required.
- D. Be responsible for collecting all existing data required for the successful completion of each task.
- E. Not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement. CONSULTANT attests to this via an Affidavit of No Conflict, Exhibit "H".
- F. Be entitled to rely upon that information which may be provided to them from time to time, from COUNTY. However, CONSULTANT shall call to the COUNTY's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. Information referred to above includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT's work under this Agreement. COUNTY shall, however, hold CONSULTANT fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying the obvious

deficiencies concerning documents and information provided. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

- G. The CONSULTANT shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- I. The CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. The CONSULTANT shall not sublet, assign or transfer any services under this Agreement without the written consent of the COUNTY.
- J. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT's personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Agreement Amount or Contract Time based on the COUNTY's use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT's personnel on account of the use of this provision.

ARTICLE 15. DISPUTE RESOLUTION

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

ARTICLE 16. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by the COUNTY to monitor and evaluate

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

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

ARTICLE 17. PUBLIC RECORDS

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

- A. Keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that COUNTY would provide and at a cost that does not exceed the cost provided in F.S. Chapter 119, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to COUNTY all public records in possession of CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format this is compatible with the COUNTY'S information technology systems.

ARTICLE 18. INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless COUNTY, its officers, employees and agents, from and against any and all claims, suits, actions, causes of action, damages, liabilities, losses and costs, including but not limited to attorneys' fees and paralegals' fees, caused or contributed to by the negligence, recklessness, or intentional wrongful conduct or omissions of CONSULTANT, its agents, officers and employees or anyone employed or utilized by CONSULTANT in the performance of the Agreement. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT's expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 19. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 20. INSURANCE

- A. CONSULTANT shall maintain insurance policies that comply with the Insurance Requirements, attached as **Exhibit "I"**, during the term of this Agreement, including any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit "I"** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement. No changes shall be made to the insurance coverage without prior written approval by COUNTY's Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit "I"**, including coverage for all products and services completed under this Agreement.

- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.
- E. Nothing in this Agreement shall be interpreted as a waiver by COUNTY of its rights including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 21. LITIGATION SERVICES

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

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

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

ARTICLE 22. LEGAL RESTRAINTS AND LIMITATIONS

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

ARTICLE 23. SOLICITATION OF AGREEMENT

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

ARTICLE 24. NON-DISCRIMINATION

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

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

ARTICLE 25. KEY PERSONNEL

The following key personnel are hereby assigned to this Agreement by CONSULTANT and shall not be removed from the Agreement until alternate personnel acceptable to COUNTY are approved, in writing, by COUNTY:

Doug Stoker, PE
Steve Howarth, PE
Jason Yam, PE
Jim Hunt, PE, AVS
Bob Brown, PE, PhD
Ryan Givens, AICP
Shari Barnwell, PE
Hamid Faraji, PE
Mark Modjeski, PE
Bob Heck, PE
Pam DelNegro, PE
Debbie Hill, PSM
Jerry Comellas, PE
Nathan Kerr, GISP
Leslie Sykes, AICP, CGW
David O'Connor, PE, BCEE
Andrew Hill, RLA
Bryan Zarlenga, PE
Ray Loraine
Rick Hagberg, PG
Ed Zisman, PE

ARTICLE 26. SUB-CONSULTANTS

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

ARTICLE 27. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government, Public Works Department
Attn: Director
1112 Manatee Avenue West
Bradenton, FL 34205
Phone: (941) 749-3004

To CONSULTANT: Cardno, Inc.
Attn: Douglas Stoker, PE
380 Park Place Boulevard, Suite 300
Clearwater, FL 33759
Phone: 727-531-3505

ARTICLE 28. PROFESSIONAL LIABILITY

CONSULTANT recognizes that the registered persons practicing services referred to in this Agreement as 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 29. RELATIONSHIP OF PARTIES

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

ARTICLE 30. NO CONFLICT

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

ARTICLE 31. ETHICAL CONSIDERATIONS

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

ARTICLE 32. PUBLIC ENTITY CRIMES

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

ARTICLE 33. SEVERABILITY

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

ARTICLE 34. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 35. TAXES

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

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

ARTICLE 36. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 37. LEGAL REFERENCES

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

ARTICLE 38. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 39. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 40. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 41. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 42. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 43. TIME

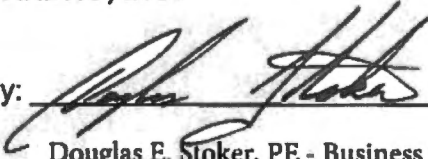
For purposes of computing any period of a number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded unless otherwise stated.

ARTICLE 44. AUTHORITY TO EXECUTE

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

IN WITNESS WHEREOF, the parties hereto have caused this **Agreement 15-0909JE** for **PROFESSIONAL TRANSPORTATION ENGINEERING SERVICES** to be duly executed by their authorized representatives:


CARDNO, INC.

By: 

Douglas E. Stoker, PE - Business Unit Leader
Print Name & Title of Above Signer

Date: February 6, 2017

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

By: 

Melissa M. Wendel, CPPO
Purchasing Official

Date: MAR 07 2017

EXHIBIT “A” – PROFESSIONAL TRANSPORTATION ENGINEERING SERVICES
SCOPE OF SERVICES

CONSULTANT shall:

1. Provide engineering services that include, but are not limited to:
 - A. Civil
 - B. Environmental
 - C. Industrial
 - D. Electrical/Instrumentation
 - E. Hydrogeological
 - F. Structural
 - G. Value Engineering
 - H. Biological
 - I. Land Acquisition Services
 - J. Report Preparation
2. Provide other professional services, as required that include, but are not limited to:
 - A. Landscape Architecture
 - B. Surveying and Mapping
 - C. Geographic Information Systems
 - D. Quality Control
 - E. Ecological Assessments
 - F. Permitting
 - G. CADD Services
 - H. Environmental monitoring of permit requirements

- I. Grant/loan/other intergovernmental funding assistance
3. Provide other engineering consulting services as may be required to support COUNTY Projects:
 - A. Consultation, Investigations and Reports
 - B. Design Services
 - C. Construction Services
 - D. Additional Services
4. Specific tasks related to the aforementioned general work classifications:
 - A. Preliminary and Feasibility Investigations, Cost Studies and Economic Comparisons.
 - B. Environmental, Social and Alternate Transportation System Studies.
 - C. Biological Consultations, Bio-Assays, Ecological Impact Evaluations, and Related Environmental Services.
 - D. Project Development and Environmental (PD&E) Studies.
 - E. Public Involvement Programs.
 - F. Highway Design - Roadway (Includes Drainage Design).
 - G. Highway - Bridges.
 - H. Bridge Inspection.
 - I. Traffic Engineering and Design.
 - i. Intelligent Transportation Systems (ITS)
 1. (See Exhibit "B" – Intelligent Transportation Systems (ITS) for Detailed Scope of Services)
 - ii. Traffic Operations Design
 - iii. Highway Lighting Design
 - iv. Traffic Engineering Studies
 - J. Plans Review, Constructability Review, QA/QC.

- K. Design Surveys
- L. Soil Exploration, Material Testing and Foundation.
- M. Construction Engineering Inspection.
 - i. (See Exhibit "C" – Construction Engineering and Inspection Services for Detailed Scope of Services)
- N. Engineering Contract Administration and Management.
- O. Right-of-Way Surveying and Mapping.
- P. Land Acquisition/Land Acquisition Services.
- Q. Transportation Planning.
- R. Landscape Architecture.
- S. Utility Design.
- T. Aerial Photography and Mapping.
- U. Stormwater Engineering Services
 - i. (See Exhibit "D" – Stormwater Engineering Services for Detailed Scope of Services)

BASIC ENGINEERING SERVICES PHASES

Basic engineering services on projects, where both design and representation of COUNTY during construction are required, are accomplished in distinct and sequential phases, as follows:

1. Conceptual Phase (Studies and Reports)

Ten (10) copies of the Design Memorandum (or) report together with necessary single line diagrams, sketches and other descriptive information.

Prior to commencement of the Preliminary Design Phase for a project, the CONSULTANT may be required to submit to the COUNTY for approval, a Design Memorandum (or Report) which shall include, but not limited to, the following information:

- A. Recommendations regarding the advisability of undertaking the project

- B. Design parameters and criteria
- C. Engineering constraints and limitations
- D. Traffic studies
- E. Highway Lighting Plan
- F. ITS Design Plans
- G. Soil exploration, material testing and foundation evaluations
- H. Alternatives evaluation (concept design)
- I. Bridge inspection
- J. Stormwater modeling/conceptual drainage design
- K. Pre-application meetings with regulatory agencies
- L. Investigations and analyses of probable construction, right-of-way and engineering costs
- M. Projected scheduling
- N. Evaluation of utility impacts
- O. Funding sources and applications for revenues to funding agencies
- P. Project selection studies
- Q. CADD support services
- R. Assist COUNTY in the preparation of proceedings and conducting public workshops and hearings
- S. Based on the needs of a particular project, CONSULTANT shall serve as COUNTY's professional engineering representative for projects designed under this Scope of Services.

2. Preliminary Design Phase (0-30% Complete)

Based on the approved Design Memorandum (or Report), CONSULTANT shall establish the general size and scope of the project, and its location on the site. The Preliminary Design Services may include, but not be limited to, the following

tasks:

- A. Design Survey, right-of-way surveys, easements
- B. Soil exploration, material testing and foundation evaluations
- C. Aerial Photography and Mapping
- D. Coordination with utility companies
- E. Definition of utility locations
- F. Possible environmental impacts and mitigation alternatives
- G. Coordination with the approving and regulatory agencies
- H. Preliminary cross sections
- I. Evaluate maintenance of traffic requirements
- J. Preliminary designs for bridges and potential conflicts
- K. "Best Management Practices" alternatives evaluation
- L. Preparation of technical specifications
- M. Preliminary designs for special crossings and identity of potential conflicts
- N. Preparation of plan and profile sheets
- O. Definition of existing right-of-way and easements
- P. Acquisition of right-of-way and easements
- Q. Public education and information programs
- R. Landscape architecture concept plans
- S. Highway Lighting Plans
- T. ITS Design Plans
- U. Pavement design
- V. Design criteria

W. Typical section(s)

Deliverables:

- Four (4) sets of preliminary plans and details
- Two (2) copies of the geotechnical report
- Two (2) copies of the design calculations
- Two (2) copies of correspondence with regulatory agencies
- Two (2) copies of correspondence with power company
- Two (2) copies of correspondence with utility companies
- Two (2) copies of environmental monitoring plan proposals

3. Intermediate Design Phase (30-75% Complete)

Following COUNTY review and concurrence of Preliminary Design Phase deliverables, CONSULTANT shall, based on input from COUNTY and regulatory agencies, continue preparation of the bid plans, technical specifications and estimates for bidding and construction.

CONSULTANT shall include in the bid documents, the measurement and payment section and schedule of bid items specifically for the project, including an opinion of probable costs. All right-of-way and easement requirements shall be finalized.

Design services shall include, but not be limited to, the following tasks:

- A. Completed drainage design, including stormwater collection, conveyance, retention, detention, treatment and outfall facilities design
- B. Drainage map
- C. Permit applications, as required
- D. Completed mitigation plan
- E. Completed roadway design including typical section sheets, alignment sheets, plan/profile sheets and cross sections
- F. Preliminary technical specifications
- G. Completed right-of-way and easement mapping
- H. Preliminary utility relocation plan
- I. Preliminary maintenance of traffic, traffic control plans and construction phasing plans

- J. Preliminary signing and pavement marking sheets
- K. Preliminary signalization
- L. Preliminary highway lighting plans
- M. Preliminary ITS design plans
- N. Conduct public workshops or hearings
- O. Preliminary bridge plans
- P. Preliminary landscape architecture plans
- Q. Acquisition of right-of-way and easements

Deliverables:

- Four (4) sets of intermediate design phase plans and details
- Four (4) copies of draft technical specifications
- Four (4) copies of probable construction costs
- Four (4) copies of permit applications
- Two (2) copies of correspondence with regulatory agencies
- Two (2) copies of correspondence with power company
- Two (2) copies of correspondence with utility companies
- Two (2) copies of any pertinent reports prepared in this phase

4. Final Design Phase (75-100% Complete)

Following review of 75% deliverables, CONSULTANT shall finalize the bid documents (plans, technical specifications, estimate and front-end documents) for bidding and construction based on input from COUNTY and regulatory agencies. Permit applications and supporting documentation shall be prepared and submitted prior to the 100% completion stage. CONSULTANT shall finalize the coordination efforts with the utility companies and regulatory agencies in this phase.

CONSULTANT shall complete the measurement and payment section and schedule of bid items specifically for the project, and update and revise the probable construction cost estimate. All construction details, bridges and other construction requirements shall be finalized and readied to let for construction bidding by COUNTY.

The final design phase shall include, but not be limited to, the following tasks:

- A. Final roadway and bridge plans
- B. Final drainage design and plans
- C. Final utility relocation plans
- D. Final construction phasing and traffic control plans
- E. Final signing and pavement marking plans
- F. Final signalization plans
- G. Final highway lighting plans
- H. Final ITS design plans
- I. Final landscape/irrigation plans
- J. Final technical specifications
- K. Field utility requirements
- L. Field testing requirements
- M. Bid assistance
- N. Final set of bid documents

Deliverables

- All required regulatory permits.
- Seven (7) sets of final plans including bridges
- Seven (7) copies of final technical specifications and front end documents.
- Two (2) copies of the geotechnical report.
- Two (2) copies of the final design calculations.
- Two (2) copies of correspondence with regulatory agencies.
- Two (2) copies of correspondence with the power company.
- Two (2) copies of correspondence with utility companies.
- Two (2) copies of mitigation maintenance plans and requirements.
- Two (2) copies of environmental monitoring plans with quality centered/quality assurance procedures.
- Two (2) copies of the updated and revised probable construction cost estimate.
- Clear title to any and all land acquired by CONSULTANT.

5. Bidding Phase:

CONSULTANT shall provide the following services during the bidding phase:

- A. Participate in pre-bid conferences and assist in the preparation of addenda as necessary
- B. Assist in securing bids, tabulation and analyses of bid results, and furnishing recommendations on the award of construction contracts.

6. Construction Phase:

CONSULTANT shall provide the following services during construction:

- A. Participate in pre-construction conferences after award of construction contracts.
- B. Check detailed construction drawings and shop drawings submitted by the Contractor or Contractors for compliance with design concepts and approve if in conformance with the design of the project and information provided in the technical specifications.
- C. Review maintenance and operating instructions, schedules, guarantees and certificates of inspection provided by the Contractor as required by the contract documents. Provide a copy of all approved submittals to COUNTY.
- D. Provide COUNTY or notification of defects or deficiencies of work by the contractor which does not conform to the contract documents.
- E. Prepare a written notice describing any apparent non-conforming permanent work, make recommendations to COUNTY, and request the Contractor to carry out the acceptable corrective measures, if authorized to do so by COUNTY.
- F. Issue instructions from COUNTY to the contractor, announcing necessary interpretations and clarifications of contract documents. Review requirements by contractor or COUNTY and prepare required change orders.
- G. Make a final inspection and report on completion of the project, including recommendations concerning final payments to contractors and release of retained percentages, if any. Prepare certification of construction completion for COUNTY acceptance.
- H. Should COUNTY require more extensive representation at the project site during constructing, CONSULTANT may be required to furnish resident

project services. Project representation may require one or more full-time or part-time project representatives, depending upon the requirements of the project. The extent of resident project services will be clearly defined in the engineering Work Assignment.

- I. The project representative shall observe the work of the contractor, prepare daily observation reports, identify the location of work installed that significantly differ from the location shown on the plans, communicate with CONSULTANT, Contractor and COUNTY staff and shall work under the direction of CONSULTANT's construction engineer.
- J. Review the contractors' applications for progress payments and recommend issuance of such payments by COUNTY. Such recommendations of payment will constitute a representation to COUNTY that work has progressed to the point indicated and that, to the best knowledge, information and belief of CONSULTANT, the quality of the work is in substantial accordance with the contract documents.
- K. Respond to project representative complaints and maintain a record of complaints and action taken. Coordinate with COUNTY personnel, as required.
- L. Prepare and furnish to COUNTY a final set of reproducible certified record drawings from data provided by the contract and the project representative. Any and all information gathered by CONSULTANT shall be field verified and a set of certified record drawings shall be submitted to COUNTY. CONSULTANT shall be responsible for supplying COUNTY certified record drawings to all state agencies.
- M. In coordination with COUNTY, provide contractor with interpretations and clarifications of the contract documents, as required.

7. Additional Services:

- A. Conduct frequent project site visits and prepare punch list of items to be corrected or completed at substantial and final completion stages of the work.
- B. Conduct project site visit 45 to 60 days prior to the end of the one year warranty period and prepare a punch list of items under warranty provided by the construction contract to be corrected by the warranty expiration date.
- C. Prepare special change orders requested by COUNTY.
- D. Provide engineering services to COUNTY in cases of acts or omissions of contractor or any other persons at the project site or otherwise performing any of the work of the project.

- E. Provide engineering services in situations where construction means, methods, techniques, sequences or procedures selected by the contractor are remiss, or for any safety precautions and programs incidental to the work of contractors or for any failure of the contractor to comply with any laws, ordinances, rules or regulations applicable to the construction work or for any failure of the contractor to perform the construction work in accordance with the contract documents.
- F. Provide professional services made necessary by the default of the contractor or by major defects in the work of the contractor in the performance of the construction contract.
- G. Provide additional services as required, after the termination of the construction phase.
- H. Provide additional services in connection with the project not otherwise provided in the resulting agreement.
- I. Serve as expert witness for COUNTY in any litigation or other proceeding involving the project.
- J. Review and recommend approval of contractor's maintenance of traffic plans.
- K. Assume responsibility for the adequacy of design prepared by others under contract to CONSULTANT.
- L. CONSULTANT may be required to provide additional services in connection with the project not otherwise provided in the resulting agreement. Following are some additional services that may be required of CONSULTANT:
 - a. Serve as expert witness for COUNTY in any litigation or other proceeding involving the project.
 - b. Prepare applications and supporting documents for government grants, or for other related services resulting from requirements of governmental agencies exercising administrative jurisdiction over the project as a result of fiscal participation.
 - c. Assist COUNTY in the preparation of documents which may be required for approval by governmental authorities who have jurisdiction over design criteria applicable to the project.

8. Architectural / Engineering Guidelines

All work performed under this Agreement shall comply with the Architectural / Engineering Guidelines (Exhibit "E").

EXHIBIT "B" - INTELLIGENT TRANSPORTATION SYSTEMS (ITS)
SCOPE OF SERVICES

1. ITS PLANNING, RESEARCH AND STUDY SUPPORT SERVICES

- A. Prepare ITS conceptual deployment studies to guide development of projects, which may include, but not be limited to the following services:
 - i. Coordinate with FDOT, MPOs and local units of government as directed regarding projects and interrelated ITS work; and
 - ii. Develop ITS Conceptual Designs for projects.
- B. Provide signalization warrant / justification reports, traffic counts with turning movements and pedestrian activity, and other traffic studies as required by the County.
- C. Provide assistance with developing and maintaining an ITS Strategic Plan for the COUNTY that is in conformance and is compatible with Statewide ITS Architecture (SITSA) and Regional ITS Architecture (RITSA).

2. ITS PROJECT MANAGEMENT SUPPORT SERVICES

- A. Provide individuals to perform project management services including planning, scheduling, directing and controlling project activities from concept development through the completion of the installation of a project.
- B. Prepare Memorandum(s) of Understanding (MOUs) for ITS Projects that require agreements with other agencies.
- C. Develop Scopes of Service for ITS projects within the COUNTY.
- D. Advise and consult with the COUNTY and provide expert ITS advice on ITS related issues.
- E. Prepare agendas, meeting minutes, and action item lists for ITS project meetings.
- F. Meet with the COUNTY to discuss any Work Assignments issued to confirm that both the COUNTY and the CONSULTANT are in agreement on the type of work and the level of involvement required.

3. ITS DESIGN SUPPORT SERVICES

- A. Design and prepare plans for any ITS project. Prepare Special Provisions required for the construction of ITS projects. Prepare a complete specifications package for ITS projects, including applicable Technical Special Provisions

and/or Modified Special Provisions (based on FDOT procedures) for all items and areas of work. This includes approval by the COUNTY. Prepare Technical Special Provisions for ITS equipment within ITS projects and/or roadway projects being designed that modify or extend the limits of existing ITS infrastructure through new construction projects.

- B. Design of ITS devices and/or infrastructure that are included as part of roadway projects. This includes services related to the design of support structures for the ITS devices.
- C. Research and provide Right of Way (ROW) information that may be incorporated into the base plan preparation for ITS projects.
- D. Prepare permit application(s) as required for submittal to other agencies by the COUNTY including forms and sketches. Provide assistance, reviews, comments, or other work as necessary to coordinate permitting for ITS projects.
- E. Provide assistance with Construction, Engineering, and Inspection (CEI) for ITS projects. Services may include, but are not limited to:
 - i. Plans Update;
 - ii. Engineering Assistance;
 - iii. Review of Shop Drawings, Submittal Data and RFIs;
 - iv. Inspection Services;
 - v. Review of Test Procedures;
 - vi. Review of Field and Central Testing; and
 - vii. Documenting Acceptance Testing Results and Configuration of all Devices, Equipment, and Hardware Installed by Contractors.

4. ITS INTEGRATION, OPERATIONS and MAINTENANCE SUPPORT SERVICES

- A. Provide signalization timing analysis and the development of signal timings for coordinated systems, including implementing and fine tuning the traffic patterns in the field. This may also require the development and implementation of COUNTY approved clearance intervals and pedestrian timings.
- B. Develop Concept of Operations (CONOPS) Plans and Systems Engineering Management Plans (SEMP) pursuant to the FHWA and FDOT requirements for ITS Projects within the COUNTY.
- C. Provide ITS training to COUNTY staff or others as determined by the COUNTY.
- D. Develop bid documents to procure contract services for operating the ITS within the COUNTY.
- E. Assist in establishing maintenance procedures for the various ITS to be deployed within COUNTY.

- F. Develop bid documents to procure contract services to maintain the ITS deployed by the COUNTY and to maintain the supporting communications networks necessary to control these deployed systems.
- G. Provide installation, configuration, system integration, inspection, maintenance, repair, and/or replacement of devices and equipment (hardware and software) utilized in any of the COUNTY's ITS deployments. This work will include, but not be limited to, integration of computers, servers, software, Ethernet devices, various communication devices, dynamic message signs (DMS), closed-circuit television (CCTV) cameras, detectors, and signal controllers.

5. ITS COMMUNICATION and NETWORK SUPPORT SERVICES

- A. Develop or review ITS project requirements and hardware configuration analyses, including system architecture, interfaces, communications, equipment, devices, and computers to assure consistency and compatibility with existing and proposed equipment within the Sarasota – Manatee Regional Transportation Management Center (RTMC).
- B. Review and/or develop acceptance testing procedures, and perform and/or observe testing of all types of ITS devices throughout all phases of ITS projects or the applicable phases of roadway construction projects.
- C. Provide assistance and support for COUNTY staff in the procurement and management of ITS equipment and devices, including software.
- D. Conduct system diagnostics and testing of ITS devices and communications equipment and document the results.
- E. Provide software support and/or maintenance including the development of web sites and/or customized ITS software needed for ITS applications
- F. Assist in managing the COUNTY's ITS infrastructure and IP addresses. The CONSULTANT may be required to input and maintain these records within the database system.

EXHIBIT "C" - CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES

This section describes the various work items that may be required of the CONSULTANT as it related to construction engineering and inspection (CEI) for transportation, stormwater and ITS construction projects of all types, including those subject to the requirements of Federal Aid for Highways.

1. The CONSULTANT shall be responsible for obtaining all manuals, guides, standards and procedures required to complete the work. The most recent editions of any publications shall be used.

2. The work to be provided by the selected CONSULTANT(s) includes not only the traditional CEI services associated with projects but also those required elements of federal-aid projects. The following list of duties for the selected CEI CONSULTANT(s) is descriptive but not exhaustive:
 - A. Monitor erosion control

 - B. Inspect construction

 - C. Observe and inspect the repair of traffic control devises, including signs and signals

 - D. Monitor maintenance of traffic operations

 - E. Control and coordinate geotechnical testing of material and construction quality (This duty assumes that the selected Professional / CONSULTANT manages the work of a separate geotechnical firm conducting geotechnical testing of material and construction quality)

 - F. Document and report the project

 - G. Attend project meetings, meetings with permitting and oversight agencies

 - H. Provide quantity tracking and documentation for the purpose of verifying pay applications. Supporting documentation is to be maintained by the CONSULTANT and turned over to the COUNTY at project closeout for any necessary record retention

 - I. Monitor contractor safety programs

 - J. Advise the COUNTY of any omissions, substitutions, defects and deficiencies noted in the work of the Contractor or contract documents and any corrective action to be taken. On the basis of on-site observations, the CONSULTANT shall endeavor to guard the COUNTY against defects and deficiencies in the work.

The CONSULTANT does not have control over nor charge of and should not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the contractor's responsibility under the contract for construction. The CONSULTANT shall not have control over or charge any acts of omissions of the Contractor, subcontractors, or their agents or employees, or any other persons performing portions of the construction.

- K. During construction, the CONSULTANT may be requested by the COUNTY to review Contractor proposed field changes or to respond with a recommended solution to remedy particular field situations not covered by the plans and specifications.
- L. CONSULTANT shall assist the COUNTY with the interpretation of the plans, specification and contract provisions and shall consult with the COUNTY when an interpretation involves complex issues or may impact the cost and duration of performing work.
- M. Prior to any modifications to the construction plans or specifications. CONSULTANT shall assist the COUNTY with analyzing proposed changes to the plans, specifications or contract.
- N. CONSULTANT shall assist the COUNTY with monitoring the project to the extent necessary to determine whether construction activities violate the requirements of the permits and if so determined, notify the Contractor of any violations or potential violations and require him to immediately resolve the problem. The COUNTY is to be notified of all violations, prior to Contractor being notified.
- O. The CONSULTANT shall request, receive, review, reject and/or approve shop drawings, product data and test results to be submitted by the Contractor for all pertinent items needed in construction. CONSULTANT shall review the submittals to determine satisfactory compliance with the project plans and specifications, noting his approval or stipulations. CONSULTANT shall determine the acceptability, subject to COUNTY approval, of substitute materials and equipment proposed by the Contractor and receive and review (for general content as required by the specifications) maintenance operating instructions, schedules, guarantees and certificates of inspection, which are to be assembled by the Contractor in accordance with the Contract.
- P. Ensure compliance with all federal-aid contract requirements (e.g., EEO, DBE, and Davis-Bacon wage rates).
- Q. Timely provide all required records, reports, certifications, and other information or documentation for federal reporting compliance by the COUNTY and the contractors and CONSULTANTS it employees for the work.

- R. Conduct necessary interviews, reports, certifications, reviews, inspections, and other activities required for compliance with all remaining federal obligations of the COUNTY.
- S. Create, manage, and report all noncompliance information processes required by the FDOT LAP, FHWA Federal Aid to Highways, and U.S. DOT programs.

EXHIBIT "D" - STORMWATER ENGINEERING SERVICES
SCOPE OF SERVICES

The CONSULTANT is to provide Professional Services for Stormwater Engineering. Projects may include design, permitting evaluation, land acquisition, and any other services required to complete projects related to the COUNTY Stormwater system, to include construction and/or maintenance of ponds, conveyance, canal dredging, etc. Project size may vary and existing base and storm drainage will be used wherever possible. Projects shall be designed in accordance with Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), and U.S. Army Corps of Engineers, Southwest Florida Water Management District (SWFWMD) and Manatee County rules and regulations.

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's services include the necessary civil, structural, mechanical, electrical, architectural and other engineering services. The following generally describes the "Scope of Services" that will be the successful proposer's responsibility.

1. PRELIMINARY STUDIES / LAYOUTS AND COST ESTIMATES

- A. Provide services to establish the general size and scope of the project, and its location. Perform a field review of existing conditions, collecting, interpreting and reporting information, together with drawing conclusions and making recommendations. Consult with the COUNTY to clarify and define the project requirements, review of available data and discussions of general scheduling. Participate in meetings and conferences with approving and regulatory agencies and with affected utilities.
- B. Advise the COUNTY of any need for field information to be furnished by the COUNTY or obtained from other sources. These special information requirements may include, e.g., reconnaissance surveys, geotechnical information and hydrological data; laboratory tests, zoning, deed and other land-use restriction information; and environmental assessment statements.
- C. Provide the COUNTY general economic analyses of the project requirements applicable to various alternatives.
- D. Prepare reports containing schematic layouts, sketches, and conceptual design criteria with appropriate exhibits. The report should include any problems involved and alternative solutions available and state CONSULTANT's findings and recommendations with opinions of probable costs of the project.

2. DESIGN DEVELOPMENT

- A. The CONSULTANT shall prepare from the approved preliminary studies the design development documents. These shall consist of drawings and other documents to fix and describe the size and character of the project. It will address the systems, material and other appropriate essentials. The design development documents shall be submitted to the COUNTY for approval. The CONSULTANT shall provide the COUNTY with a further statement of probable construction costs.

3. DRAWINGS AND SPECIFICATIONS

- A. The CONSULTANT shall prepare from the approved preliminary studies the design development documents, for approval by the COUNTY, working drawings and specifications setting forth in detail the requirements for construction of the entire project, including the necessary bidding information.
- B. The CONSULTANT shall fully complete the construction drawings and specification in time to enable commencement of construction of the project by the date specified in the resulting agreement.
- C. The CONSULTANT shall advise the COUNTY of any adjustments to previous statements of probable construction costs indicated by changes in requirements or general market conditions. The CONSULTANT shall assist the COUNTY in obtaining permits and approval of governmental agencies having jurisdiction over the project.
- D. The CONSULTANT shall furnish the COUNTY, after acceptance of the completed project by the COUNTY, as-built tracings suitable for reproduction, showing all changes made during the construction process (as-built drawings) based on marked up prints, drawings and other data furnished by the Contractor.

4. CONSTRUCTION SERVICES

- A. The CONSULTANT shall assist in the administration of the construction contract and shall provide the following other services during the construction phase:
 - i. Resident Project Services, as required
 - ii. Provide protection for the COUNTY against defects and deficiencies in the work of the contractor

EXHIBIT "E" - ARCHITECTURAL / ENGINEERING GUIDELINES

This Architect / Engineer Guideline is the result of a collaborated effort of the Manatee County Purchasing Division and the Project Managers from the Property Management Department and the Public Works Department. The objective of the Guideline is to provide guidance for professional services CONSULTANTS retained by Manatee County to ensure consistency and to reduce or eliminate delay in meeting Manatee County requirements as it pertains to preparing bid solicitation documents.

SOLICITATION DOCUMENT REQUIREMENTS

Architect / Engineer shall provide:

1. Scope of Work

Narrative description of the project and the COUNTY's purpose and goals which defines in understandable terms the work to be provided by the contractor. It is the work product to be delivered, the work to be performed, and/or the results to be achieved.

2. Project Specifications

- a. Name: "Technical Specifications"
- b. Cover Page to include: Project title, document author and contact information, name of all CONSULTANTS, an area for the architect/engineer seal, date of the last effective revision.
- c. Information to be provided in a sequential outline, numeric or alpha. Sections and paragraphs numbering system shall be consistent throughout the document.
- d. Industry Standard Divisions – Table of Contents to identify Section title, page number, and any attachments
- e. Specification Section numbering shall be in accordance with the applicable Industry Standard Division numbering.
- f. Page numbering of entire document in sequential order (document footer, centered).
- g. Measurement and Payment Section shall be included. Provide descriptive information of each Bid Item, including the unit of measure and estimated quantity. Item description numbering shall match Bid Item numbering on the Bid Form.

- i. May include Bid Item for Contract Contingency – this Bid Item requires the COUNTY approval. When included the following language is to be used: “Payment for all Work under this Bid Item shall be made only at the COUNTY’s discretion. The Bidder shall enter the dollar amount for Contract Contingency based on the percentage of the total base bid. The total contract award shall include Contract Contingency.” (Note: The COUNTY will determine percentage amount.)

h. Plans

- i. Date, Sign, and Seal.

i. Manufacturer and Or Equal Designations

- i. List product specification to be used for evaluation and determination for acceptability of product. Provide the pertinent specification for determining equal to named product (not only the product and/or manufacturer’s name).
- ii. Describe requirements and product substitution procedures, i.e., prior to bid opening, after bid award, when specified product is no longer available.

3. Bid Form

- a. Unit price bidding is the COUNTY’s preferred method. The Bid Form will include an itemized list and estimated quantities according to the specifications. Each Bid Item shall be defined in the Measurement and Payment Section.
- b. Alternates or Options shall be well-defined in the bid specifications with clear instructions for preparing the bid submittal.
- c. Editable Bid Form (EXCEL) document to be provided to Purchasing.

4. Opinion of Probable Construction Cost

- a. Approximation of the probable cost of the project.
- b. Itemized, identifiable component values; matches Bid Form items.
- c. Provided on CONSULTANT’s letterhead.

5. Project Completion Schedule

- a. Total number of days for the completion of the project, including substantial completion and final completion.
- b. Include mobilization and long lead time materials.
- c. Breakdown showing computation of days and scheduled activity dependencies (i.e., permitting issues, access restrictions, etc.).

6. Liquidated Damages – Recommendations

- a. Provide computation of Liquidated Damages.
- b. Use of Florida Department of Transportation (FDOT) chart is acceptable, COUNTY approval is required.

7. Specialty Insurance – Recommendations

- a. List insurance requirements not generally included in standard liability coverage, i.e., maritime, hazardous, environmental, railroad coverage.
- b. The COUNTY will determine payment and performance bond requirements.

8. Permits

- a. Name and/or provide a copy of the applicable project permits for inclusion in the solicitation document.
- b. When applicable, fee for all COUNTY permits shall be provided (in accordance with Florida Statute 218.80). Include information on Bid Form and Measurement and Payment Sections.

9. General Requirements

- a. File name to be no more than 15 characters.
- b. Name used to identify objects shall be consistent throughout the document.
- c. Manatee County shall be known as “Owner.”
- d. Design CONSULTANT shall be known as “Architect” or “Engineer,” whichever is applicable.

- e. Hard copy and electronic copy to be provided to Purchasing. Electronic files are to combine document Sections into one file. Plans are to be combined into one file.
- f. If applicable, review COUNTY (provided) terms and conditions for conflicts with CONSULTANT's.
- g. Refer to the attached General Conditions of the Construction Agreement Definitions to ensure consistency in direction and terminology with the COUNTY's Form of Construction Agreement.

BIDDING PHASE BID REQUIREMENTS

1. Addenda – Changes to the bid document

- a. The CONSULTANT will attend any scheduled Bid Information Conference (meeting with the prospective bidders and COUNTY representatives) to describe the scope of the project, respond to questions, and note information/questions to be included in Addendum. The Purchasing Division is the designated communicator for any and all information relating to the bid solicitation.
- b. Questions relating to the bid solicitation will be received in Purchasing and relayed to the CONSULTANT.
- c. CONSULTANT will formulate responses to prospective bidder's questions on CONSULTANT's letterhead in an itemized form of Question and Response.
- d. CONSULTANT will transmit the responses to the COUNTY Project Manager and Purchasing for review and approval.
- e. Purchasing will distribute the approved Addendum.

2. Bid Opening

- a. CONSULTANT is required to attend the Bid Opening.
- b. Bid submittals will be provided to the CONSULTANT for evaluation and comment.

3. Bid Tabulation, if applicable

- a. CONSULTANT to complete a tabulation of all bid submittals. Tabulation items shall match the Bid Form items.
- b. Review multiplication/extension totals. Notation shall be made on tabulation of any discrepancies.

4. Bid Evaluation, if applicable

- a. CONSULTANT shall examine each bid submittal for responsiveness to the bid requirements and for irregularities, including Unbalanced Bidding, Front Loading of bid pricing, and contacting references of the apparent low bidder(s).
- b. Provide letter of recommendation for award. If low bid is not recommended, include detailed justification for not recommending award.

CONSTRUCTION PHASE (applicable as identified in accompanying work assignment)

1. CONSULTANT to attend Pre-Construction Meeting.
2. Review, for approval, Shop Drawings, Operations' Manual.
3. Visit the project site on a periodic basis at appropriate stages of work.
4. Provide responses and clarification to Request for Inquiries, to plans and/or specifications.
5. Attend monthly project progress meetings.
6. Review, for approval, Payment Requests.
7. Review, for approval, Field Directives.
8. Develop Punch List.
9. Review, for approval, Final close-out documents (Substantial Completion, Final Reconciliation forms).

EXHIBIT "F"
PROFESSIONAL TRANSPORTATION ENGINEERING SERVICES
HOURLY FEE RATE SCHEDULE
AGREEMENT 15-0909JE

Payment shall be made at the following contract hourly billing rates after receipt, review and acceptance by COUNTY of all services pursuant to this Agreement.

JOB TITLE	FEE RATE (\$ HOUR)
Principal	\$210.00
Project Manager	\$181.00
Senior Project Engineer	\$176.00
Project Engineer	\$128.00
ITS Engineer	\$128.00
Senior Design Engineer	\$109.00
Senior Planner	\$124.00
Senior Designer	\$95.00
Project Architect	\$120.00
Architectural Designer	\$90.00
Senior Landscape Architect	\$140.00
Senior CADD Technician	\$90.00
CADD Technician	\$76.00
Senior GIS Analyst	\$110.00
Project GIS Analyst	\$90.00
Senior Project Scientist	\$130.00
Landscape Architect	\$105.00

Administrative Assistant	\$73.00
Clerical	\$55.00
Senior Construction Manager	\$125.00
Construction Inspector	\$85.00
Professional Surveyor / Mapper	\$115.00
2-Person Survey Crew	\$110.00
3-Person Survey Crew	\$125.00
4-Person Survey Crew	\$140.00

LAND ACQUISITION

Senior Acquisition Agent	\$128.00
Acquisition Agent	\$95.00
Senior Relocation Agent	\$117.50
Relocation Agent	\$95.00
Asbestos	\$90.00
Chief Engineer	\$185.00
Appraiser	\$140.00
Land Planner	\$150.00
Land Acquisition Project / Contract Manager	\$145.00

GEOTECHNICAL ENGINEERING AND SOIL AND MATERIAL TESTING SERVICES

ITEM	PER UNIT	DESCRIPTION	Unit 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)	\$110.00
1AC	EA	Mud bug CME550 (per mobilization), Drill rate 1.2 x \$ _____ per foot	\$360.00
1AD		Mud bug CME45 (per mobilization), Drill rate 1.2 x \$ _____ per foot	\$360.00
1AE		CME850 tracked vehicle (per mobilization), Drill rate 1.5 x \$ _____ per foot	\$1,350.00
1AF		Per 5 crew/day difficult access	\$1,300.00
1AG		Electronic Piezocone	\$400.00
1AH		Dozer	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	\$12.00
3AB	LF	On Water	\$15.00
Standard Penetration Test Borings in Soils on Land with Irregular Sampling Intervals:			
4AA	LF	Wash Boring or Auger Boring to advance Test Hole	\$9.00
4AB	EA	Standard Split Barrel Sample	\$22.00
Standard penetration Test Borings in Rock at ASTM recommended sampling intervals (D 1586):			
5AA	LF	On Land	\$13.00

5AB	LF	On Water		\$20.00
Standard Penetration Test Boring in Rock on Land with Irregular sampling intervals:				
6AA	LF	Rotary Boring to Advance Test Hole		\$7.00
6AB	EA	Standard Split Barrel Sample		\$20.00
7AA	LF	Rock Drilling on Land (for depth and consistency, no samples)		\$9.00
7AB	LF	Rock Drilling with Samples on Land 1.5 x \$		\$22.00
7AC		Rock Drilling on water or Track Mounted Rigs		\$22.00
8AA	LF	Installation of Casing to maintain stability during Boring (measured from drilling platform on water)		\$8.00
8AB	LF	Installation of Casing to maintain stability during Boring (measured from drilling platform on water)		\$8.00
8AC	LF	Grout to seal bore hole on completion		\$4.50
Undisturbed Soil Samples (ASTM D 1587) on Land				
9AA	EA	Open Tube Samplers		\$100.00
9AB	EA	Piston Samplers		\$115.00
Rock Coring (more than 50 blows/inch) - NX Size (ASTM D-2113)				
10AA	LF	On Land		\$26.00
10AB	LF	On Water		\$32.00
11AA	LF	Rock Coring on Land 2-3/4" x 3-7/8" size (more than 50 blows/inch) (ASTM D-2113)		\$55.00
12AA	LF	Static Friction - Cone Penetrometer		\$9.50
13AA	HR	Standby Time in excess of hour due to waiting from instructions from others		\$120.00
14AA	LF	Observation Wells (1" PVC with porous tip)		\$14.00
14AB	LF	2" Diameter Monitor Well - 0 - 050'		\$32.00

14AC		4" galvanized pipe covering and 18" diameter concrete collar with lockable cap		\$235.00
15AA	EA	Moisture & density of soil & soil aggregate in place by nuclear methods (ASTM D-3017 & D-2922) (Minimum of 3 per trip)		\$22.00
Soils Load Bearing Test				
16AA	Test	Field Plate Load Test (ASTM Test - 8 hours)		\$450.00
17AA	Sample	Florida Bearing Value Individual Samples		\$20.00
17AB	HR	Field Sample		\$40.00
17AC	Sample	Florida Bearing Value Determination of Blend		\$25.00
18AA	Sample	Lime Rock Bearing Ratio		\$280.00
B. LABORATORY WORK				
SOILS				
19BA	EA	Moisture-density relations of soil modified Proctor (ASTM D-1557, Method B)		\$90.00
20BA	EA	Liquid Limits of Soil (ASTM D 423)		\$45.00
21BA	EA	Plastic Limits and Plasticity of Index of Soil (ASTM D-424)		\$25.00
22BA	EA	Bearing Ratio/Laboratory-Compacted Soil (ASTM D-1883)Max/Min Density of Cohesionless Soil (ASTM D-2029)		\$320.00
23BA	EA	Dry Method		\$115.00
23BB	EA	Wet Method		\$140.00
24BA	EA	Unconfined Compressive Strength of Cohesive Soil (ASTM D-2166)		\$75.00
25BA	EA	Unconfined Compressive Strength of Intact Rock Specimens (ASTM D-2938)		\$70.00
26BA	EA	Laboratory Determination of Moisture of Soil (ASTM D-2216)		\$7.00
Permeability of Granular Soil				
27BA	EA	Constant Head (ASTM D-2434)		\$135.00

27BB	EA	Falling Head		\$120.00
Strength of Cohesive Soil in Triaxial Compression, 3 Points				
28BA	EA	Unconsolidated, Undrained (ASTM D-2850)		\$300.00
28BB	EA	Consolidated, Undrained		\$475.00
Particle-Size Analysis for Soil (ASTM D-422)				
29BA	EA	Sieve Analysis		\$30.00
29BB	EA	Hydrometer Analysis		\$70.00
29BC	EA	Combined		\$95.00
Specific Gravity				
30BA	EA	Soils (ASTM D-854)		\$25.00
30BB	EA	Coarse Aggregate, larger than #4 Sieve (ASTM D-127)		\$27.50
31BA	N/A	Direct Shear Test of soil under Consolidated, Drained Conditions, 3 points (ASTM D-3080)	Sand / Clay	NOT USED
32BA	EA	One dimensional consolidated properties of soil (ASTM D-2435)		\$320.00
33BA	Sample	Shrinkage Factors		\$65.00
34BA	Sample	Soil Classification (AASHTO-UNIFIED-FAA Tests charged separately)		\$7.00
35BA	Sample	Swelling Pressure		\$50.00
36BA	Sample	Time fit-coefficient of consolidation		\$460.00
37BA	HR	Engineering time as required for special testing:	Field	\$75.00
			Professional	\$100.00
			Principal	\$120.00

38BA	HR	Technician time required for special testing	Regular	\$40.00
			Senior	\$50.00
			Chief	\$60.00
39BA		Rental of special equipment when required & authorized (cost plus service charge)	Unit Service Charge	\$40.00
40BA		Shipment of sample to locations designated by engineer (cost plus service charge)	Unit Service Charge	\$40.00
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.		\$110.00
41AB	HR	Waiting Time in excess of 2 hours on job site		\$40.00
41AC	SET	Cylinders made in conjunction with inspection		\$15.00
41AD	EA	Extra slump tests (ASTM C-143)		\$7.00
41AE	EA	Extra Cylinders		\$10.00
42AA	SET	Picking up, curing & testing a set of 3 concrete cylinders made by others, in accordance with applicable ASTM standards.		\$65.00
Concrete Windsor Probe Tests				
43AA	DAY	Windsor probe test equipment and technician		\$300.00
43AC	TEST	Probe & charges (3 probes/test) charge		\$40.00
Concrete Block & Brick				
44AA	TEST	Brick, concrete, building, ASTM Test C-55 with linear shrinkage		\$85.00

45AA	BLOCK	Block, concrete compression individual units		\$85.00
45AB	BEAM	Flexural Strength of Concrete Beams		\$85.00
46AA	BLOCK	Block, concrete absorption individual units		\$40.00
Concrete Cubes				
47AA	CUBE	Compression testing of 2" cubes in laboratory		\$10.00
48AA	HR	Making cubes on field jobs		\$40.00
49AA	MIX	Laboratory design mix on mortar (6 cubes)		\$160.00
Concrete Cylinders				
50AA	TEST	Air test in field when made with cylinders		\$15.00
51AA	MIX	Concrete Design mixes including aggregate tests & trail batch with six test cylinders: First Mix		\$400.00
51AB	MIX	Add. mixes same materials		\$200.00
51AC	MIX	Time of set		\$80.00
52AA	HR	Batch plant inspections - including verification of materials conformance to applicable ASTM standards and job specifications; monitoring of batching methods, slump tests, moisture content, air content (minimum _____ hours)		\$50.00
53AA	HR	Precast concrete plant inspection (pipe & manholes) - including verification of materials, conformance to applicable ASTM standards and job specifications; approval of manufacturing methods, materials testing as required, visual inspection of finished projects and report results (minimum of _____ hours)		\$50.00
Obtaining & Testing Drilled Cores (ASTM C-42)				
54AA	HR	Personnel and equipment		\$50.00
54AB	INCH	Diamond bit charge (inch diameter per inch depth)		\$1.50

54AC	EA	Concrete cores prepared, tested & measured		\$30.00
54AD	EA	Rental of specialized equipment (Cost plus service charge)	Unit Service Charge	\$30.00
55AA	EA	Rebound number of hardened concrete (ASTM C-805)		\$4.00
B. LABORATORY WORK				
Concrete pipe testing (ASTM C497)				
56BA	HR	Witness external load crushing strength		\$40.00
56BB	EA	Absorption test		\$35.00
56BC	HR	Hydrostatic test (monitoring only)		\$40.00
56BD	HR	After 1st hour		\$40.00
57BA	EA	Water Retention by concrete curing materials (ASTM C-156)		\$395.00
57BB	EA	Length of change test (ASTM C-157)		\$630.00
Cement Testing				
58BA	SAMPLE	Portland Cement ASTM physical tests		\$470.00
58BB	SAMPLE	Portland Cement ASTM chemical analysis Types I, III, IV & V		\$350.00
58BC	SAMPLE	Type II		\$350.00
59BA	GROUP 3 EA	Compressive strength ASTM C-109 w/o complete phys.		\$140.00
60BA	GROUP 3 EA	Tensile strength ASTM C-190		\$140.00
61BA	SAMPLE	Gillmore time of set ASTM C-266		\$140.00
62BA	SAMPLE	False set ASTM C-359		\$120.00
Chemical Analysis				
63BA	SAMPLE	Cement content of hardened concrete ASTM C-88@PG		\$590.00
64BA	SAMPLE	Lime Rock analysis/F.D.O.T. specifications (carbonates)		\$50.00

65BA	EA	Sampling and testing fly ash for use as admixture in concrete (ASTM C-311)		\$395.00
Concrete Aggregate Tests				
67BA	SAMPLE	Sieve analysis, fine or coarse		\$40.00
68BA	SAMPLE	Absorption		\$25.00
69BA	SAMPLE	Specific gravity		\$25.00
70BA	SAMPLE	Weight per cubic foot		\$25.00
71BA	SAMPLE	Material finer than #200 sieve		\$25.00
72BA	SAMPLE	Organic (Calorimetric ASTM C-40)		\$35.00
73BA	SAMPLE	Los Angeles abrasion graded material		\$130.00
74BA	SAMPLE	Los Angeles abrasion uncrushed materials		\$160.00
75BA	SAMPLE	Soundness (5 cycle sodium sulfate)		\$200.00
76BA	SAMPLE	Deleterious substances		\$100.00
Engineering Services* As Requested and Required				
77CA	HR	Field		\$75.00
77CB	HR	Professional / Registered Engineer		\$100.00
77CC	HR	Principal		\$120.00
*As applicable, attach additional rate schedule				
Technical Services** As Required for Special Testing (Including Hydrostatic Testing)				
78DA	HR	Regular Technician (RT)		\$40.00
78DC	HR	Senior		\$50.00
78DE	HR	Chief		\$60.00

** As Required attach additional rate schedule				
79EA	MILE	Mileage charge (Not To Exceed FL Statute: FS 112.06)		N/C
Asphalt Inspection Asphalt Concrete Paving Plant Inspection:				
80FA	HR	Services of each technician/day		\$60.00
Asphaltic concrete paving - Job Inspection: Asphalt Testing Aggregate Tests				
81FA	SAMPLE	AC, RC and MC grades Asphalt (AASHTO Spec)		\$470.00
81FB	HR	Belkaman beam test equipment (portal to portal)		\$45.00
82FA	SAMPLE	Emulsified Asphalt (AASHTO Spec)		\$510.00
83FA	EA	Bond Strength PSI		\$200.00
83FB	EA	Distillation		\$150.00
83FC	EA	Ductility		\$180.00
83FD	EA	FlashPoint (Cleveland open cup) (Open tag) (ASTM D-3143)		\$70.00
83FE	EA	Float		\$80.00
83FF	EA	Furol viscosity		\$70.00
83FG	EA	Loss on heating		\$80.00
83FH	EA	Penetration		\$65.00
83FI	EA	Softening point (ring & ball)		\$65.00
83FJ	EA	Solubility in carbon tetrachloride		\$65.00
83FK	EA	Minimum charge for a single report		\$60.00
84FA	SAMPLE	Bitumen content (ASTM D-4)		\$80.00

84FB	SAMPLE	Gradation of extracted aggregate		\$45.00
85FA	SAMPLE	Asphaltic concrete extraction (F.O.B. Lab), Hubbard Field or Marshall Stability Tests (F.O.B. Lab)		\$65.00
86FA	SAMPLE	Marshall		\$120.00
86FB	SAMPLE	Hubbard - Field		\$150.00
Asphaltic Concrete Paving Design Mixes				
87FA	MIX	Marshall Method - includes above but with standard Marshall method tests replacing H-F stability Hubbard Field - includes aggregate, tests, calculation of mix formula and trial batches with H-F stability tests		\$945.00
87FB	MIX		2 Inch	\$790.00
87FC	MIX		6 Inch	\$940.00
88FA	SAMPLE	Compaction or density tests (F.O.B. Lab)		\$4.00
89FA	HR	Sampling Pavement for density or thickness, using contractors equipment and drive method		\$60.00
FIBERGLASS PIPE				
90GA	EA	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)		\$47.00
92IC		Equipment for test set-up		\$500.00
Special Testing				
93NA	EA	Special testing not otherwise specified (see para. 8.0 additional work) (cost plus svr chg/test)	Unit Service Charge	\$40.00
Paints				

94PA	DAY	Paint thickness testing, dry film on iron or steel		\$350.00
94PC	MILE	Portal to portal Piling		N/C
95SA	DAY	Pile driving Inspection		\$390.00
95SB	EA	Pile load test up to 60 tons		\$2,050.00
95SC	EA	Pile load test up to 120 tons		\$2,370.00
95SD	DAY	Pile Driving Analyzer (PDA)		\$865.00
	EA	CAPWAP Analysis		\$440.00
95SG	DAY	Pile Integrity Tester (PIT)		\$440.00
96SA	LF	Pile manufacturing inspection		\$1.35
96SB	DAY	Minimum Charge		\$365.00
96SC	DAY	Pile manufacturing inspection, per man/day		\$365.00
96SE	CYLINDER	Concrete Cylinder		\$10.00
97TA	DAY	Services of Radiographic technician, portable dark room and equipment complete		\$500.00
97TC	SHEET	Film charge, 4 x 17" or smaller size		\$12.00
97TD	SHEET	Over 4 x 17" in size		\$14.00
97TE	DAY	Additional technician (Radiographers helpers) Laboratory Radiography		\$315.00
98TA	EXPOSURE	Radiographic inspection of items delivered to lab Sampling		\$60.00
99UA	HR	Services of technician for sampling		\$40.00
Soil Percolation Tests				
100VA	TEST	Soil percolation tests (FL Dept. of Pollution Control)		\$220.00
100VB	TEST	Soil infiltration rate test using double ring infiltrometer (ASTM D-3385)		\$400.00

100VC	LF	Auger boring		\$9.00
Soil Cement Stabilization				
101WA	DAY	Soil survey & soil cement field control inspection		\$301.00
102WA	MIX	Soil cement laboratory design mixes (PCA method)		\$165.00
102WB	EACH	Compressive Strength of Cement Treated Base Field Pills		\$30.00
102WC	EACH	Compressive Strength of Cement Treated Base Cores		\$30.00
103WA	SAMPLE	Mechanical analysis complete (sieve and hydrometer analysis and specific gravity)		\$100.00
104WA	SAMPLE	Moisture determination		\$14.00
105WA	SAMPLE	Shear test-direct, consolidation quick type		\$240.00
106XA	SAMPLE	Specific gravity - absolute		\$50.00
107XA	SAMPLE	Triaxial compression tests const.		\$195.00
107XB	SAMPLE	Const. Col. Consol. Type		\$500.00
	EA	Wave Equation Analysis		\$800.00
	SAMPLE	Organic Content		\$40.00
	SAMPLE	PLM Analysis of Asbestos		\$40.00
	SAMPLE	TEM Sample		\$300.00
	SAMPLE	Phased Contrast Microscopy (Air)		\$15.00
	SAMPLE	Analytical Testing for Lead in Bulk Sample		\$50.00

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>2.00</u> per page
Copy Machine Reproductions	\$ <u>.15</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	\$.555 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 \$ 12.00 per package and to be documented by copies of original invoices.

Actual time for computer modeling service (to include CAD, GIS, hydraulic modeling, process modeling, and CFD) at rates not to exceed \$ 12.00 per hour as documented by copies of records of service use.

Actual direct costs of subconsultants and subcontractors approved by the Contract Manager, plus an administrative fee of 5%.

American Acquisition Group LLC

JOB TITLE	FEE RATE (\$ HOUR)
Principal	\$210.00
Project Manager	\$181.00
Senior Project Engineer	\$176.00
Project Engineer	\$128.00
ITS Engineer	\$128.00
Senior Design Engineer	\$109.00
Senior Planner	\$124.00
Senior Designer	\$95.00
Project Architect	\$120.00
Architectural Designer	\$90.00
Senior Landscape Architect	\$140.00
Senior CADD Technician	\$90.00
CADD Technician	\$76.00
Senior GIS Analyst	\$110.00
Project GIS Analyst	\$90.00
Senior Project Scientist	\$130.00
Landscape Architect	\$105.00
Administrative Assistant	\$73.00
Clerical	\$55.00
Senior Construction Manager	\$125.00

Construction Inspector	\$85.00
Professional Surveyor / Mapper	\$115.00
2-Person Survey Crew	\$110.00
3-Person Survey Crew	\$125.00
4-Person Survey Crew	\$140.00

LAND ACQUISITION

Senior Acquisition Agent	\$128.00
Acquisition Agent	\$95.00
Senior Relocation Agent	\$117.50
Relocation Agent	\$95.00
Asbestos	\$90.00
Chief Engineer	\$185.00
Appraiser	\$140.00
Land Planner	\$150.00
Land Acquisition Project / Contract Manager	\$145.00

HYATT SURVEY SERVICES, INC.

JOB TITLE	FEE RATE (\$ HOUR)
Principal	\$210.00
Project Manager	\$181.00
Senior Project Engineer	\$176.00
Project Engineer	\$128.00
ITS Engineer	\$128.00
Senior Design Engineer	\$109.00
Senior Planner	\$124.00
Senior Designer	\$95.00
Project Architect	\$120.00
Architectural Designer	\$90.00
Senior Landscape Architect	\$140.00
Senior CADD Technician	\$90.00
CADD Technician	\$76.00
Senior GIS Analyst	\$110.00
Project GIS Analyst	\$90.00
Senior Project Scientist	\$130.00
Landscape Architect	\$105.00
Administrative Assistant	\$73.00
Clerical	\$55.00
Senior Construction Manager	\$125.00

Construction Inspector	\$85.00
Professional Surveyor / Mapper	\$115.00
2-Person Survey Crew	\$110.00
3-Person Survey Crew	\$125.00
4-Person Survey Crew	\$140.00

LAND ACQUISITION

Senior Acquisition Agent	\$128.00
Acquisition Agent	\$95.00
Senior Relocation Agent	\$117.50
Relocation Agent	\$95.00
Asbestos	\$90.00
Chief Engineer	\$185.00
Appraiser	\$140.00
Land Planner	\$150.00
Land Acquisition Project / Contract Manager	\$145.00

PROFESSIONAL SERVICE INDUSTRIES, INC.

JOB TITLE	FEE RATE (\$ HOUR)
Principal	\$210.00
Project Manager	\$181.00
Senior Project Engineer	\$176.00
Project Engineer	\$128.00
ITS Engineer	\$128.00
Senior Design Engineer	\$109.00
Senior Planner	\$124.00
Senior Designer	\$95.00
Project Architect	\$120.00
Architectural Designer	\$90.00
Senior Landscape Architect	\$140.00
Senior CADD Technician	\$90.00
CADD Technician	\$76.00
Senior GIS Analyst	\$110.00
Project GIS Analyst	\$90.00
Senior Project Scientist	\$130.00
Landscape Architect	\$105.00
Administrative Assistant	\$73.00
Clerical	\$55.00
Senior Construction Manager	\$125.00

Construction Inspector	\$85.00
Professional Surveyor / Mapper	\$115.00
2-Person Survey Crew	\$110.00
3-Person Survey Crew	\$125.00
4-Person Survey Crew	\$140.00

LAND ACQUISITION

Senior Acquisition Agent	\$128.00
Acquisition Agent	\$95.00
Senior Relocation Agent	\$117.50
Relocation Agent	\$95.00
Asbestos	\$90.00
Chief Engineer	\$185.00
Appraiser	\$140.00
Land Planner	\$150.00
Land Acquisition Project / Contract Manager	\$145.00

SCHEDA ECOLOGICAL ASSOCIATES

JOB TITLE	FEE RATE (\$ HOUR)
Principal	\$210.00
Project Manager	\$181.00
Senior Project Engineer	\$176.00
Project Engineer	\$128.00
ITS Engineer	\$128.00
Senior Design Engineer	\$109.00
Senior Planner	\$124.00
Senior Designer	\$95.00
Project Architect	\$120.00
Architectural Designer	\$90.00
Senior Landscape Architect	\$140.00
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Clerical	\$55.00
Senior Construction Manager	\$125.00

Construction Inspector	\$85.00
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3-Person Survey Crew	\$125.00
4-Person Survey Crew	\$140.00

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Acquisition Agent	\$95.00
Senior Relocation Agent	\$117.50
Relocation Agent	\$95.00
Asbestos	\$90.00
Chief Engineer	\$185.00
Appraiser	\$140.00
Land Planner	\$150.00
Land Acquisition Project / Contract Manager	\$145.00

THE VALERIN GROUP

JOB TITLE	FEE RATE (\$ HOUR)
Principal	\$210.00
Project Manager	\$181.00
Senior Project Engineer	\$176.00
Project Engineer	\$128.00
ITS Engineer	\$128.00
Senior Design Engineer	\$109.00
Senior Planner	\$124.00
Senior Designer	\$95.00
Project Architect	\$120.00
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Senior GIS Analyst	\$110.00
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Landscape Architect	\$105.00
Administrative Assistant	\$73.00
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Senior Construction Manager	\$125.00

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Senior Relocation Agent	\$117.50
Relocation Agent	\$95.00
Asbestos	\$90.00
Chief Engineer	\$185.00
Appraiser	\$140.00
Land Planner	\$150.00
Land Acquisition Project / Contract Manager	\$145.00

RTD GROUP

JOB TITLE	FEE RATE (\$ HOUR)
Principal	\$210.00
Project Manager	\$181.00
Senior Project Engineer	\$176.00
Project Engineer	\$128.00
ITS Engineer	\$128.00
Senior Design Engineer	\$109.00
Senior Planner	\$124.00
Senior Designer	\$95.00
Project Architect	\$120.00
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Clerical	\$55.00
Senior Construction Manager	\$125.00

Construction Inspector	\$85.00
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Relocation Agent	\$95.00
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Chief Engineer	\$185.00
Appraiser	\$140.00
Land Planner	\$150.00
Land Acquisition Project / Contract Manager	\$145.00

EXHIBIT "G"
SAMPLE WORK ASSIGNMENT
AGREEMENT 15-0909JE

WORK ASSIGNMENT NUMBER: _____

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

TITLE OF THE PROJECT: _____

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

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

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

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

Task/Description # _____ - \$ _____

Task/Description# _____ - \$ _____

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

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

CONSULTANT agrees to perform or render services in accordance with the Agreement 15-0909JE for Professional Transportation Engineering Services and this Work Assignment.

CARDNO, INC.

By: 

Print Name: Douglas E. Stoker, PE

Title: Business Unit Leader

Date: February 6, 2017

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

By: _____

Melissa M. Wendel, CPPO
Purchasing Official

Date: _____

EXHIBIT "H"
AFFIDAVIT OF NO CONFLICT
AGREEMENT 15-0909JE

STATE OF FLORIDA

COUNTY OF Pinellas

BEFORE ME, the undersigned authority, personally appeared Douglas Staker, as Business Unit Leader of Cardno Inc., with full authority to bind Cardno Inc. (hereinafter "CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

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


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

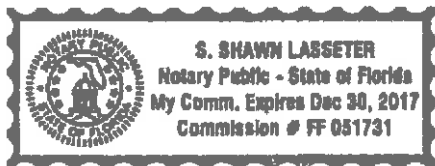
(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 15-0909JE for Professional Transportation Engineering Services.

DATED this 6th day of February, 2017


Signature

The foregoing instrument was sworn to and acknowledged before me this 6th day of February, 2017, by Douglas Staker, as Business Unit Leader of Cardno, Inc.. He/she is personally known to me or has produced n/a as identification. 




Notary Public, State of Florida at Large

Commission No. FF 051731

EXHIBIT "I" – INSURANCE REQUIREMENTS

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	\$ <u>1,000,000</u> single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. <input checked="" type="checkbox"/> Indemnification	To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless COUNTY, its officers, employees and agents, from and against any and all claims, suits, actions, causes of action, damages, liabilities, losses and costs, including but not limited to attorneys' fees and paralegals' fees, caused or contributed to by the negligence, recklessness, or intentional wrongful conduct or omissions of CONSULTANT, its agents, officers and employees or anyone employed or utilized by CONSULTANT in the performance of the Agreement. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT's expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.
5. <input checked="" type="checkbox"/> Automobile Liability	\$ <u>1,000,000</u> Each Occurrence and \$2,000,000 in the aggregate; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
6. <input checked="" type="checkbox"/> Pollution Liability	\$ 2,000,000 Per Occurrence and in the aggregate(If applicable)
7. <input checked="" type="checkbox"/> Professional Liability	\$1,000,000 Per Occurrence

8. Performance and Payment Bonds

For each work assignment in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Performance and Payment Bonds required by a Work Assignment shall be delivered to the County's Purchasing Official within Seventy Two (72) hours of receipt of an executed Work Assignment which shall incorporate a Notice To Proceed.

9. Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
10. Manatee County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability and Auto Liability where required.
11. The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR, Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County.
12. **Thirty (30) Days Cancellation Notice** required.

March 7, 2017 - Regular Meeting
Agenda Item #28

Subject

Agreement 15-0909JE, Professional Transportation Engineering Services

APPROVED in Open Session
March 7, 2017
Manatee County Board of County
Commissioners

Briefings

None

Contact and/or Presenter Information

Contact: Jacob Erickson, Contracts Negotiator - Financial Management Department, Procurement Division, x3053

Presenter: Sia Mollanazar, Deputy Director - Engineering Services, Public Works Department, x7487

Action Requested

Authorization for the County Administrator or his designee to execute the five (5) Agreements for Professional Transportation Engineering Services with AECOM Technical Services, Inc. of Tampa, FL; Cardno, Inc. of Clearwater, FL; HDR Engineering, Inc. of Sarasota, FL; Hardesty & Hanover, LLC of Tampa, FL; and Kisinger, Campo & Associates, Corp. of Tampa, FL.

Enabling/Regulating Authority

Manatee County Code of Laws

Background Discussion

The purpose of the Request for Proposal (RFP) was to obtain from multiple qualified firms their credentials, experience, and qualifications for the provision of professional transportation engineering services. The selected Proposers shall provide services on an as required basis. Project services typically include engineering services for design and specification, services during bidding and construction, record drawings, and permits for construction of various transportation projects incorporated into the Manatee County Capital Improvement Plan (CIP). It is projected that work will also include a variety of tasks, special projects, and feasibility studies associated with transportation services. Engineering service specialties shall include, but are not limited to: civil, structural, electrical / instrumentation, environmental, and industrial. Other service specialties shall include, but are not limited to: biological and ecological evaluations, geological and hydro-geological investigations, mapping and surveying, landscape architecture, and property acquisition. Also included in the Scope of Services is Intelligent Transportation Systems (ITS), Construction Engineering and Inspection Services (CEI), and Stormwater Engineering Services.

The RFP was advertised on the Manatee County website, DemandStar, and also provided to the Manatee County Chamber of Commerce for release to its members. Sixteen (16) proposals were received and included:

- AECOM Technical Services, Inc., Tampa, FL
- Cardno, Inc., Clearwater, FL
- CivilSurv Design Group, Inc., Lakeland, FL
- Cumbey & Fair, Inc., Clearwater, FL
- Dewberry Engineers, Inc., Orlando, FL

- DRMP, Inc., Tampa, FL
- EPN Group, Largo, FL
- Hanson Professional Services, Inc., Lakewood Ranch, FL
- HDR Engineering, Inc., Sarasota, FL
- The Heimbarg Group (Harvesty and Hanover), Tampa, FL
- JNZ-POND, Bradenton, FL
- Kimley-Horn and Associates, Inc., Sarasota, FL
- King Engineering Associates, Inc., Tampa, FL
- Kisinger, Campo & Associates, Corp., Tampa, FL
- Lombardo, Foley & Kolarik, Inc., Palmetto, FL
- NV5, Inc., Sarasota, FL

An Evaluation Committee was formed to review the proposals, resulting in a recommendation to the County Administrator. The Evaluation Committee was comprised of the following members:

- Sia Mollanazar - Deputy Director-Engineering Services, Public Works Department
- Sage Kamiya - Deputy Director-Traffic Management, Public Works Department
- Jacob Erickson - Contracts Negotiator, Financial Management Department (Chairperson)

After the initial evaluation committee meeting, the Evaluation Committee elected to invite eight (8) firms to participate in an oral presentation. Subsequently, the Evaluation Committee discussed the strengths of the proposers and the value of services each offered.

AECOM Technical Services, Inc., Tampa, FL - The firm demonstrated exceptional qualifications in their proposal. Located in Tampa, AECOM Technical Services, Inc., provides full service capabilities in regards to Transportation Engineering, Intelligent Transportation Systems (ITS), Construction Engineering and Inspection (CEI) Services, and Stormwater Engineering Services. AECOM Technical Services, Inc., also has extensive knowledge and experience managing Local Agency Program (LAP) projects funded by the Florida Department of Transportation (FDOT) District One with federal transportation funds. This, coupled with the experience of key personnel involved in previous projects, led the Evaluation Committee to recommend AECOM Technical Services, Inc., for award consideration.

Cardno, Inc., Clearwater, FL – The firm demonstrated exceptional qualifications in their proposal. Based in Tampa, FL, Cardno, Inc., is able to provide the following transportation services: highway design, structures and bridge design, traffic signal and signal systems design, transportation planning, engineering studies and cost estimates, design / build, streets and drainage design, traffic engineering and design, intelligent transportation systems (ITS) design, traffic operational studies, stormwater management studies, and value engineering. This was further enhanced by their improved service model, where Cardno, Inc. put an emphasis on controlling project costs and schedules. These components led the Evaluation Committee to recommend Cardno, Inc. for award consideration.

HDR Engineering, Inc., Sarasota, FL – The firm demonstrated exceptional qualifications in their proposal. HDR Engineering, Inc. is a full-service engineering, architectural, and consulting firm who employs more than 189 employees between their Sarasota and Tampa offices. HDR has more than 41 years of experience performing studies, design and construction management and engineering inspection services for multiple transportation projects in Florida. Included in these projects are rural and urban roadways, interstates and expressways, minor and major complex bridges, and CEI for both roadways and bridges. Furthermore, HDR also has the capabilities to perform Drainage and Stormwater Management, Construction Engineering and Inspection services, and Intelligent Transportation Systems. Taking these capabilities into consideration, the

Evaluation Committee ultimately decided to recommend HDR Engineering, Inc. for award consideration.

The Heimburg Group, a Hardesty & Hanover company, Tampa, FL – The firm demonstrated exceptional qualifications in their proposal. The Heimburg Group, a Hardesty & Hanover company, is a multi-discipline professional engineering consulting firm that offers a range of engineering, design and planning services. The firm demonstrated exceptional experience on highway design and planning including FDOT District 1, 2, and 7. This experience and knowledge base is further enhanced through the use of The Heimburg Group's listed subconsultants which include Atkins North America, Inc. Coupling The Heimburg Group's experience and skill with the supporting subconsultants led the Evaluation Committee to recommend The Heimburg Group, a Hardesty & Hanover company, for award consideration.

Kisinger Campo & Associates, Inc., Tampa, FL – The firm demonstrated exceptional qualifications in their proposal. Headquartered in Tampa, FL, Kisinger Campo & Associates, Inc. (KCA) is a multidisciplinary engineering firm with more than 200 employees including 43 Professional Engineers. During the Oral Presentation, KCA highlighted the roadway, structures, bridge inspection, drainage/stormwater, environmental, civil engineering design, GIS and asset management (Special Project), and construction services as their specialties. Another key evaluation point for the Evaluation Committee was the strength and ability of the proposed professional personnel. Leveraging this experience and the service capability led the Evaluation Committee to recommend KCA for award consideration.

Hanson Professional Services, Inc., Lakewood Ranch, FL – The firm demonstrated exceptional qualifications in their proposal. Founded in 1954, Hanson employs approximately 400 employees throughout 22 offices nationwide. The office that will be responsible for providing services is locally based in Lakewood Ranch, FL. Hanson Professional Services, Inc. demonstrated extensive experience in all disciplines outlined in the RFP Scope of Services. Although initially selected by the Evaluation Committee, Hanson Professional Services, Inc. withdrew themselves from consideration for award.

DRMP, Inc., Tampa, FL – The firm demonstrated acceptable qualifications in their proposal. With an office in Tampa, FL, DRMP, Inc. is a multi-discipline firm serving public, private and industrial sector clients. Though DRMP has the resources of 300 engineers, planners, surveyors, technicians and additional support personnel, the Evaluation Committee determined after Oral Presentations that DRMP, Inc. had more experience in construction management and design services rather than the services set forth in the Scope of Services. Though a strong candidate for award consideration, further discussion by the Evaluation Committee resulted in the Committee ultimately not recommending DRMP, Inc. for award consideration.

Lombardo, Foley & Kolarik, Inc., Palmetto, FL – The firm demonstrated acceptable qualifications in their proposal. With the firm's office located in Palmetto, Lombardo, Foley & Kolarik, Inc. provides civil engineering, surveying and land planning services to both public and private clients. After further review of the proposal and during the subsequent Oral Presentation, the Evaluation Committee determined that Lombardo, Foley and Kolarik, Inc. (with 13 employees) did not have the necessary manpower to complete the projects listed in the Scope of Services. Though a local firm, the Evaluation Committee ultimately determined that Lombardo, Foley & Kolarik, Inc. would not be recommended for award consideration.

In sum, the committee concluded that AECOM Technical Services, Inc. of Tampa, FL; Cardno, Inc. of Clearwater, FL; HDR Engineering, Inc. of Sarasota, FL; Hardesty & Hanover, LLC of Tampa, FL; and Kisinger, Campo & Associates, Corp. of Tampa, FL demonstrated a vast amount of experience with a history of providing successful professional transportation engineering services to a variety of clients.

The remaining respondents, although well qualified, were not selected based on a comparison of capabilities with the selected firms:

- CivilSurv Design Group, Inc., Lakeland, FL
- Cumbey & Fair, Inc., Clearwater, FL
- Dewberry Engineers, Inc., Orlando, FL
- EPN Group, Largo, FL
- JNZ-POND, Bradenton, FL
- Kimley-Horn and Associates, Inc., Tampa, FL
- King Engineering Associates, Inc., Tampa, FL
- NV5, Inc., Sarasota, FL

The Agreements will be managed by the Public Works Department.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Original to Board Records.

Copies of Agreements to:

Sia Mollanazar (sia.mollanazar@mymanatee.org), Public Works Department

Jeff Streitmatter (jeff.streitmatter@mymanatee.org), Public Works Department

Jacob Erickson (jacob.erickson@mymanatee.org), Financial Management Department, Procurement Division

[3/9/17 QA emailed agreements to above list](#)

Cost and Funds Source Account Number and Name

Estimated Annual Expenditure: \$600,000 / Various CIP Accounts

Amount and Frequency of Recurring Costs

N/A

Attachment: [Agreement 15-0909JE Department Memo.pdf](#)

Attachment: [Agreement 15-0909JE - AECOM Technical Services, Inc..pdf](#)

Attachment: [Agreement 15-0909JE - Cardno, Inc..pdf](#)

Attachment: [Agreement 15-0909JE - Hardesty and Hanover, LLC.pdf](#)

Attachment: [Agreement 15-0909JE - HDR Engineering, Inc..pdf](#)

Attachment: [Agreement 15-0909JE - Kisinger Campo and Associates, Corp..pdf](#)

MEMORANDUM

To: Melissa Wendel, CPPO, Purchasing Official
From: Ron Schulhofer, Director, Public Works
Date: January 28, 2015
Subject: Professional Services – Transportation Engineering Request for Proposal

SIA FOR RON



The above referenced contracts with HDR Engineering, Inc.; Lombardo, Foley and Kolarik, Inc.; TBE Group, Inc. d/b/a Cardno TBE; and URS Southern will expire on June 19, 2015. We would like to request that the process of preparing a new Request for Proposal for these services be initiated as soon as possible. Once new contracts have been executed and approved by the Board of County Commissioners, we will request cancellation of the contracts currently in place. Attached for your use is a Scope of Services from the previous RFP issued for this contract. In addition, items that will need to be incorporated into this RFP include the following:

1. FDOT Language related to Exhibit "A" Construction Engineering and Inspection Scope of Services as attached.

2. Provide a range of study, planning, design, integration, diagnostic, operations, management, review, evaluation, and engineering services, including technical and administrative tasks for the Countywide Intelligent Transportation System (ITS) projects. Services are expected in all areas of ITS, including, but not limited to: ITS Planning, ITS architecture, ITS design, ITS integration, ITS diagnostics, and ITS operations. The work involved with this task falls under the following FDOT pre-qualifications:
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3.1 – Intelligent Transportation System Analysis and Design
 - 6.3.2 – Intelligent Transportation Systems Implementation
 - 6.3.3 – Intelligent Transportation Traffic Engineering Communications
 - 7.3 – Signalization
 - FDOT Language related to Exhibit "A" Scope of Services for District Wide Intelligent Transportation Systems (ITS) Traffic Operations as attached.

3. Stormwater Engineering Services in accordance with attached Exhibit "A" Scope of Services.

Public Works Department
Project Management Division
1022 26th Avenue East, Bradenton, FL 34208-3926
Phone number: (941) 708-7450

LARRY BUSTLE * CHARLES B. SMITH * JOHN R. CHAPPIE * ROBIN DISABATINO * VANESSA BAUGH * CAROL WHITMORE * BETSY BENAC

District 1

District 2

District 3

District 4

District 5

District 6

District 7

S:\PWD_PJM_Share\PM Reference Items_CONSULTANT CONTRACTS\Transportation\New RFP 2015\2014 Memo.docx

We look forward to meeting with purchasing to kick-off this process.

RS:kc

Attachments:

Scope of Services - Transportation Engineering

Scope of Services – FDOT Construction Engineering & Inspection

Scope of Services – Countywide Intelligent Transportation Systems (ITS) Support

Scope of Services – Stormwater Engineering Services

cc: Sia Mollanazar, P.E., Deputy Director, Engineering Services
Jeff Streitmatter, III, P.E., Project Management Division Manager
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