



**CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)**

**AGREEMENT No. 21-TA003564SAM**

**PROFESSIONAL ENGINEERING SERVICES**

**SOUTHEAST WATER RECLAMATION FACILITY**

**CAPACITY IMPROVEMENTS**

**between**

**MANATEE COUNTY (COUNTY)**

**and**

**MCKIM & CREED, INC.**

**(CONSULTANT)**

## **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES SOUTHEAST WATER RECLAMATION FACILITY CAPACITY IMPROVEMENTS**

**THIS AGREEMENT** is made and entered into as of this 8th day of June, 2021, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, ("**COUNTY**"), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **MCKIM & CREED, INC.**, a North Carolina Corporation, ("**CONSULTANT**") with offices located at 1365 Hamlet Ave., Clearwater, FL 33756, and duly authorized to conduct business in the State of Florida. COUNTY and CONSULTANT are collectively referred to as the "Parties" and individually as "Party."

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

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

**WHEREAS**, this Agreement is a result of CONSULTANT'S submission of a proposal in response to Request for Qualifications No. 21-TA003564SAM and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code and Florida Statutes § 287.055.

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

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

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

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

This Agreement consists of a primary contract and four (4) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements

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

### **ARTICLE 3. AGREEMENT TERM**

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force until all Work issued during the effective period of this Agreement are completed, unless terminated by COUNTY pursuant to Article 10, but not to exceed four (4) years.

### **ARTICLE 4. COMPENSATION**

- A. Compensation payable to CONSULTANT for the Services and expenditures incurred in providing the Services specified in **Exhibit A** shall be as stated in **Exhibit B**.
- B. Compensation to CONSULTANT shall be based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized in **Exhibit B**
- C. The fee rates specified in **Exhibit B** shall be the total compensation for Services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

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

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice that includes a description of authorized Services performed and/or expense incurred, and the total unpaid compensation CONSULTANT represents as being due and owing as of the invoice date. All invoices shall include the number which COUNTY shall assign to this Agreement and will be provided to CONSULTANT in writing, upon execution of this Agreement.
- D. If any Task requires units of deliverables, such units must be received and accepted in writing by the COUNTY prior to payment.
- E. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- F. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONSULTANT on any other Agreement between CONSULTANT and COUNTY.

- G. All costs of providing the Services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- H. Any dispute between COUNTY and CONSULTANT with regard to the Services or CONSULTANT'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

## **ARTICLE 6. RESPONSIBILITIES OF CONSULTANT**

- A. CONSULTANT shall appoint an Agent with respect to the Services. CONSULTANT'S Agent shall have the authority to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to Services covered by this Agreement. CONSULTANT'S Agent shall have the right to designate other employees of CONSULTANT to serve in his or her absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONSULTANT shall perform the Services in accordance with the terms and conditions of this Agreement.
- C. CONSULTANT shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.
- D. CONSULTANT shall be responsible for collecting all existing data required for the successful completion of each Task.
- F. CONSULTANT shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit C**.
- G. CONSULTANT shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT'S work under this Agreement. CONSULTANT shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONSULTANT shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the Services.

- G. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- H. CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONSULTANT shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONSULTANT remove from the project any of CONSULTANT'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

#### **ARTICLE 7. RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONSULTANT is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Services.
- C. COUNTY shall provide prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONSULTANT and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONSULTANT.

#### **ARTICLE 8. COUNTY'S PROJECT MANAGER**

The Project Manager shall be appointed to represent COUNTY in all technical matters pertaining to the Services. The Project Manager shall have the following responsibilities:

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

**ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT**

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

**ARTICLE 10. TERMINATION OF AGREEMENT**

**A. TERMINATION FOR CAUSE:**

- 1. COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
  - a. Failure to provide products or Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
  - b. Failure to deliver the supplies or perform the Services within the time specified; or
  - c. Progress that is at a rate that disrupts the overall performance of this Agreement.
- 2. Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
- 3. Such termination may also result in suspension or debarment of CONSULTANT in

accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of the Agreement.

4. In the event of termination of this Agreement, CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONSULTANT shall:
  - a. Stop work on the date and to the extent specified;
  - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
  - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
  - d. Continue and complete all parts of that work that have not been terminated.

#### B. TERMINATION WITHOUT CAUSE:

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

#### **ARTICLE 11. 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 to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain transition services necessary to shift the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

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

- C. Answering questions regarding the Services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new Service provider or to COUNTY.

#### **ARTICLE 12. DISPUTE RESOLUTION**

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the COUNTY.
- B. CONSULTANT agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

#### **ARTICLE 13. COMPLIANCE WITH LAWS**

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

#### **ARTICLE 14. NON-DISCRIMINATION**

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

#### **ARTICLE 15. 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.

CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONSULTANT'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from



that third party, or certify in writing to COUNTY why it was unable to do so. CONSULTANT shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

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

#### **ARTICLE 16. PUBLIC RECORDS**

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

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

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

**Phone: 941.742.5845**

**Email: [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org)**

**Mail or hand delivery:**

**Attn: Records Manager**

**1112 Manatee Avenue West**

**Bradenton, FL 34205**

#### **ARTICLE 17. INDEMNIFICATION**

- A. The CONSULTANT shall indemnify and hold harmless COUNTY, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its personnel, design professionals and other persons employed or utilized by the CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT'S expense.
- B. CONSULTANT shall indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONSULTANT and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

#### **ARTICLE 18. NO WAIVER OF SOVEREIGN IMMUNITY**

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

## **ARTICLE 19. INSURANCE**

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

Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. Except for Workers' Compensation or Professional Liability Insurance. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

- B. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.
- C. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

## **ARTICLE 20. 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 terminate this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

## **ARTICLE 21. ASSIGNMENT AND SUBCONTRACTING**

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

Approval to utilize any third party shall not relieve CONSULTANT from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONSULTANT as outlined

in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

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

#### **ARTICLE 22. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

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

#### **ARTICLE 23. KEY PERSONNEL**

The following key personnel are hereby assigned to this Agreement by CONSULTANT:

Mitch Chiavaroli, PE, Project Manager, [mchiavaroli@mckimcreed.com](mailto:mchiavaroli@mckimcreed.com)  
Street Lee, PE, Principal-in-Charge, [slee@mckimcreed.com](mailto:slee@mckimcreed.com)  
Blake Peters, PE, Lead Engineer – Site/Civil, [bpeters@mckimcreed.com](mailto:bpeters@mckimcreed.com)  
David Wehner, PE, Lead Engineer – Mechanical, [dwehner@mckimcreed.com](mailto:dwehner@mckimcreed.com)

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

#### **ARTICLE 24. SUB-CONTRACTOR**

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

## **ARTICLE 25. PROFESSIONAL LIABILITY**

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

## **ARTICLE 26. 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: Project Engineer  
1022 26<sup>th</sup> Ave E  
Bradenton, FL 34208  
Phone: (941) 708-7450  
Email: [anthony.benitez@mymanatee.org](mailto:anthony.benitez@mymanatee.org)

To CONSULTANT:

McKim & Creed, Inc.  
Attn: Mitch Chiavaroli, PE  
1365 Hamlet Avenue  
Clearwater, FL 33756  
Phone: (727) 442-7196  
Email: [mchiavaroli@mckimcreed.com](mailto:mchiavaroli@mckimcreed.com)

## **ARTICLE 27. RELATIONSHIP OF PARTIES**

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

## **ARTICLE 28. NO CONFLICT**

By accepting award of this Agreement, CONSULTANT, 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 the Services.

## **ARTICLE 29. ETHICAL CONSIDERATIONS**

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

## **ARTICLE 30. PUBLIC ENTITY CRIMES**

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

## **ARTICLE 31. 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 32. 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 33. 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 34. 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 35. PATENT AND COPYRIGHT RESPONSIBILITY**

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

#### **ARTICLE 36. 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 37. SEVERABILITY**

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

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

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

#### **ARTICLE 39. 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 40. TIME**

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

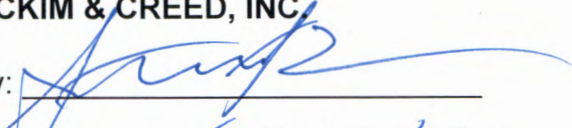
**ARTICLE 41. AUTHORITY TO EXECUTE**

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

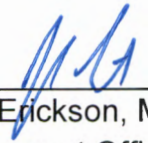
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**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

**MCKIM & CREED, INC**  
By:   
Printed Name: STREET LEE  
Title: PRESIDENT OF ENGINEERING  
Date: 5/11/21

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

  
\_\_\_\_\_  
Jacob Erickson, MBA, CPPO, NIGP-CPP  
Procurement Official

Date: June 8, 2021

## EXHIBIT A, SCOPE OF SERVICES



**McKim & Creed, Inc.**  
**Scope of Services**  
**Project: SEWRF CAPACITY IMPROVEMENTS**  
**Manatee County**  
**May 11, 2021**

**PROJECT DESCRIPTION**

Manatee County Utilities Department (County) owns and operates the Southeast Water Reclamation Facility (SEWRF) that treats wastewater from the SEWRF service area. The treatment facility is currently rated for 11.0 mgd. The County has experienced increases in biological loading to the plant with the addition of the septage and grease receiving facility, the increase in leachate volumes from the adjacent Lena Road Landfill, and the operation of the biosolids dryer at the site. It is also anticipated that additional hydraulic capacity will need to be incorporated into the improvements to accommodate population growth within the service area.

The SEWRF Capacity Improvements will address several components of the treatment plant to provide enhanced biological treatment as well as increase hydraulic capacity of those processes. The improvements will include: new headworks, new flow splitter box, improved mixed liquor recycle conveyance, addition of reaeration tankage to convert to a 3 stage treatment process, a new oxidation ditch, replacement of anoxic mixers and aerators in existing Basins 1, 2 and 3, structural evaluations and repairs to Basin 3, adjustments of sidestream piping to reduce peak biological loadings, renovation of the equalization tanks to aid in managing biological loads, electrical system improvements to support the plant modifications, upgrades to the instrumentation and SCADA systems to include process monitoring and control and network system improvements to support the plant modifications, replacement of basin fiberglass covers and return mixed liquor gates, and ancillary improvements.

McKim & Creed, Inc. (Consultant) and our sub-consultant team members will provide the design, permitting, CMAR support and construction phase services for the project.

McKim & Creed will serve as engineer of record for this project, responsible for the delivery of the design package and support services for the project. Design responsibility for individual process areas will be split between McKim & Creed and Jacobs Engineering Group, Inc. (Jacobs) with McKim & Creed as the lead for the headworks, flow splitter, and modifications to the equalization tank. Jacobs will be the lead for modifications within existing Basins 1, 2 and 3, design of the new oxidation ditch and re-aeration basins. As lead for the modifications for the biological process improvements, Jacobs will oversee the process sampling and conduct biological modeling, while McKim & Creed will provide QAQC review. Civil site design, including yard piping, will be a joint effort with the split along the lines of the process areas involved. McKim & Creed will also perform electrical and instrumentation design for all project components.

The County intends to engage a Construction Manager at Risk (CMAR) company to work collaboratively with the County and the Consultant to construct the project. Both McKim & Creed and Jacobs, through McKim & Creed, will interact with the County and the CMAR throughout the project. Under this Scope of Services, our efforts will include assisting the County with the solicitation of the CMAR, interaction with the CMAR throughout the design, and review of the GMP developed by the CMAR during the preconstruction services.

## SCOPE OF SERVICES

This project will be performed in the work elements outlined below:

Task 1 – Project Management, Coordination, Field Review and Data Collection

Task 2 – Evaluations and Alternatives Analyses

Task 3 – Preliminary Design Report (30% Design)

Task 4 – 60% Design Phase

Task 5 – 90% Design Phase

Task 6 – Final Design Phase

Task 7 – Permitting

Task 8 – CMAR Support Services

Engineering services during the construction and programming services are not included in this Scope of Services but can be added as additional services when requested by the County.

The detailed scope of services is as follows:

### **TASK 1: PROJECT MANAGEMENT, COORDINATION, FIELD REVIEW AND DATA COLLECTION**

#### **A. Project Initiation & Administration**

Consultant will develop project management and administration documents needed for the project that include project set-up, project schedule, project management plan, QA/QC plan, safety plan, hard and electronic file systems, sub-consultant agreements, and will conduct an internal kick-off meeting with the design team. A Project Kick-Off Meeting will be held with the County and Engineer of Record (EOR) to discuss the overall project approach, introduce key team members, and to establish lines of communication. Consultant will prepare the meeting agenda and a detailed schedule for discussion at the meeting. The Consultant will provide monthly status reports of the progress of this scope of work to accompany monthly invoices and will administer the project from inception to project close-out as part of this task.

## **B. Field Reviews**

Consultant's process, structural, electrical, and instrumentation engineering discipline team members will conduct field visits to review the current facility, check actual conditions against available record drawings, review operations of the equipment and processes with Operations and Maintenance personnel. The site visits will familiarize the design team with condition of existing treatment systems, current and planned future projects, existing operational strategies and challenges, site constraints and opportunities for the configuration of new systems. The site visits and discussions with County personnel will also aid in developing maintenance of plant operational (MOPO) strategies and identify potential early-out work packages. Goals of the field reviews include:

- Review existing process operations
- Review existing redundancy and reliability
- Review general condition of existing infrastructure
- Review operations control and monitoring philosophy
- Review backup power and voltage requirements and availability
- Review requirements for standardization within the County's treatment facilities

## **C. Data Collection and Review**

Consultant will coordinate with the County to obtain information that will be used to assist with the design of the improvements. Data required from the County may include, but not be limited to, the following:

- Record drawings applicable to the project
- Construction drawings of current projects at the site applicable to the project
- SEWRF Master Plan
- Wastewater Collection System Master Plan
- SEWRF Electrical Master Plan, or Coordination and Arcflash Study, if available
- Power Utility billing (36-months)
- Standby power capacity reports if available.
- Updated General Development Plan
- SEWRF influent flow SCADA trend reports
- SEWRF MORs
- Data on pump stations that discharge to the headworks
- Data on quantities and characterization for process and sidestream flows at the SEWRF
- SEWRF Biological Treatment Capacity Analysis, February 2020 Attachment C as contained in RFQ No. 21-TA003564SAM

#### **D. Grit Characteristic Analysis**

Consultant will arrange for a grit characteristic analysis to be conducted at the existing headworks to determine the characteristics of the grit coming into the facility. The work performed will include sampling and sample analysis of the combined influent streams to the grit removal system. Sampling shall be continuously performed for 6-8 hours over three (3) consecutive days. Sampling will occur during the peak daily flow conditions to capture the daily “first flush” of grit that has accumulated in the collection system. All equipment and manpower required to obtain the samples and analyze the samples will be provided as part of these services. Following the analysis, a report will be generated which includes a detailed description of the sampling procedures and test results. The report will be incorporated into the Preliminary Design Report (PDR) and will assist in the design and selection of the new headworks mechanical equipment.

#### **E. Process and Sidestream Sampling & Testing**

Develop a sampling and testing program for identification of characteristics of the various sidestreams entering the plant influent. Conduct flow measurements and sampling and testing of parameters to establish appropriate design criteria associated with the treatment and handling of these sidestreams to mitigate the negative impacts on process. The County’s assistance may be required to isolate and provide access to individual sidestreams. Sampling and testing program will also include sampling and analysis of the secondary treatment process.

### **TASK 2: EVALUATIONS AND ALTERNATIVES ANALYSES**

#### **A. Hydraulics Analysis**

Consultant will perform hydraulic computations including Computational Fluid Dynamics (CFD) modeling of flows through applicable process areas of the plant to assess requirements for new piping design and establishment of control elevations through the preliminary and secondary treatment processes. The hydraulic analysis will be integrated with the biological treatment process modeling performed. CFD modeling will be performed for proposed splitter box, equalization basins, and secondary treatment basins.

#### **B. Biological Process Modeling**

Consultant will develop a detailed model of the treatment facility for the evaluation of biological process modifications for improvements to nutrient treatment. The model will be utilized to evaluate various process configurations and alternatives to achieve project objectives. The model will be calibrated to

current process performance and will rely on influent characteristics determine through analysis of historical water quality data and the results of the sampling performed in Task 1. The model will aid in establishing the design criteria for the project as well as to provide sizing of process components. The biological modeling will be performed in Replica to integrate both biological and hydraulic modeling aspects, and a version in BioWin will be developed and provided as a deliverable to the County for future use.

### **C. Configuration of Equalization**

Consultant will evaluate options for improved utilization of flow equalization to enhance performance of the treatment process. Hydraulic configurations along with the concepts of flow splitting will be considered, as will re-routing of sidestream flows, including the recent re-routing of the dryer scrubber water and the septage and grease sidestreams to the Equalization Basin. Existing mixing will be considered and determinations of how the future CIP project to upgrade basin mixing should relate to this project.

### **D. Electrical Systems Concepts Development**

Electrical systems will be evaluated for the ability to support proposed process expansion. Concepts will be developed and evaluated to support the increased electrical loadings for the facility. Site electrical distribution configurations will be developed and will include the evaluation of providing a new electrical building to house the new gear versus reuse of the existing Electrical Building No. 2 and modifications to existing electrical spaces to accommodate changes. Stand-by power and system reliability will be considered in the electrical system configuration.

### **E. Systems Automation and Control Concept Development**

System automation and SCADA systems will be evaluated for the ability to support proposed process improvements. An integrated plan of plant operations and control will be developed as the basis of the control system expansion. Control panel modifications and additions will be developed and evaluated to support the added instrumentation and process equipment for the facility. A site network architecture will be modified to include new control panels so they can be connected to the existing SCADA system. Modifications that will be required to the PLC programs and SCADA application will be identified to support the process expansion.

## **F. Internal Recycle Systems Alternatives**

Evaluate alternative configurations for the existing internal recycle pumping systems. Consultant will review options for retrofitting internal channels with gates versus replacement of existing pumping equipment.

## **G. Phasing and Packaging Alternatives**

Consultant will identify and evaluate possible phasing strategies that may benefit the County from an operational or contract execution perspective. These will be outlined in an overall high-level schedule and cost impact analysis.

## **H. Draft Technical Memorandum (TM)**

Consultant will develop a Draft Technical Memorandum to outline the alternatives considered under this task and the advantages and disadvantages for each alternative. The TM will address impacts to project budget and schedule for the alternatives deemed viable.

## **I. Technical Memorandum Review Workshop**

Conduct a review workshop with all stakeholders for the project to present the findings and conclusions outlined in the TM. This workshop will review all process decisions and proposed configurations for plant improvements. Input will be collected from the County for incorporation in the final Technical Memorandum.

## **J. Final Technical Memorandum**

Consultant will compile and update the TM to incorporate County comments and key design decisions. The Final TM will serve to document the recommendations and major decisions on the scope and approach to the project and will form the basis for Preliminary Design.

### **TASK 3: PRELIMINARY (30%) DESIGN PHASE**

#### **A. Grit Removal Procurement Package**

Using previous survey data on the levels of grit accumulated in the existing aeration basins, prepare a specification and work scope document that can be used by the County in soliciting proposals for grit removal. The specification will address maintenance of operation, construction constraints and requirements for disposal of grit and debris from the basins. It is understood that the grit removal procurement will be separate from the CMAR procurement.



## **B. Survey**

A survey of the relevant project area for the treatment plant improvements will be completed in accordance with Minimum Technical Standards set forth in Chapter 5J-17, Florida Administrative Code and in accordance with Manatee County Standards. Horizontal Datum is referenced to North American Datum of 1983/1990 (or later adjustment) and Vertical Datum is referenced to North Geodetic Vertical Datum of 1929 with the relationship to North American Vertical Datum of 1988. The topographic survey will be performed in 50-foot grids and include location of above ground improvements, Subsurface Utility Exploration locates, trees 4-inches and larger at breast high, and inverts for accessible below ground structures/pipes.

## **C. Subsurface Utility Exploration (SUE)**

Consultant will utilize existing record drawings, pipe and cable locators, along with SUE to identify potential underground conflicts associated with the project. Consultant will perform SUE Quality Level B (QLB) designation and ground penetrating radar (GPR) to assist with identifying potential underground conflicts. For budgeting purposes, we have assumed two (2) field days to perform the QLB investigation. Consultant will also perform SUE Quality Level A (QLA) locates to verify vertical and horizontal (vVH) locations of the conflicts to assist with the final civil/site, yard piping, electrical distribution system design and locates to stake borings for the geotechnical investigation. For budgeting purposes, we have assumed no more than 200 vVH locates will be required.

## **D. Geotechnical Investigation**

Soil testing will be performed by a Florida Licensed Professional Geotechnical Engineer in the area of the proposed construction to evaluate the suitability of in situ soils for the proposed improvements and general subsurface soil conditions. The field testing will include sixteen (16) Standard Penetration Test (SPT) borings ranging from 25 to 70 feet in depth for the new process tankage, headworks and flow splitter box structure and 5 borings at 15-feet of depth in yard piping areas. It is anticipated that locations for SPT borings will be staked by the SUE consultant. Seasonal high groundwater levels will be determined. Following laboratory analyses, a report will be prepared containing the results of the field testing and laboratory analyses with recommendations for specifying construction parameters that will assist in design of the proposed improvements. The report will also be included as an Appendix to the Contract Documents.

## **E. Environmental Site Assessment**

A site assessment will be performed to document upland habitat types, land uses, and presence of threatened or protected species within the immediate project area for use in permitting the project. The data obtained from the site evaluation will be summarized in a brief technical memorandum.

## **F. Conceptual Sizing**

Using results of hydraulic and biological modeling, as well as computations specific to other components of the project, conceptual sizing and preliminary layouts of structures and mechanical equipment will be determined, preliminary power requirements will be evaluated, and initial control and instrumentation schemes will be identified. Conceptual sizing and layouts will be used for general site configuration, locations of proposed facilities, phasing plan, conflict identification, and special requirements for construction.

## **G. Yard Piping**

Preliminary routing and sizing will be developed to a conceptual level. Plans for maintenance of process flows during construction will be developed.

## **H. Structural Requirements**

Develop design requirements and approaches to be considered in the major structural elements of the project. Perform structural assessment of Basin 3. It is understood that in order for the Consultant to perform the structural assessment of Basin 3, the County will take Basin 3 out of service, drain the basin, clean the basin, and provide safe access to the basin interior. A structural assessment of Basins 1 and 2 is not included in this scope of services but can be added as additional services when requested by the County. New tank construction alternatives will be evaluated and recommendations provided on the approach to structural systems design and construction. Provide technical assistance for the development of the geotechnical scope of work required for new construction.

## **I. Preliminary Design Report (PDR)**

Consultant will develop a PDR to document the design criteria, the proposed revisions to the preliminary and biological treatment processes, changes to plant hydraulics, and modifications to the supporting systems required for operation of the proposed improvements to the facility. The PDR will include preliminary design drawings of new tankage and equipment layouts, identify the recommended approach to modifying existing systems and operation to achieve the project objectives, and document major equipment that will be incorporated

into the project. The PDR will also encompass the recommended civil, mechanical, electrical, structural and instrumentation improvements including discussions on demolition and construction sequencing, and maintenance of plant operations during construction. Potential preliminary drawings that will be included with the PDR include:

- Process Flow Diagram (PFD)
- Process and Instrumentation Drawings (P&IDs)
- Hydraulic Profile
- Site Plans
- Process and Equipment Plans

The PDR will be submitted to the County as draft. Following County review and the PDR review workshop, Consultant will revise the PDR and associated drawings and submit the revised PDR as final. It is anticipated that the design related decisions and direction will have been agreed upon by the County at this stage in the project and that no major design changes are expected.

#### **J. Preliminary Design Progress Meetings**

Consultant will attend up to two (2) meetings and one (1) draft PDR workshop with the County during the preliminary design phase to review the design progress and the status of outstanding information, coordinate upcoming activities at the SEWRF, and to identify and discuss design decisions required to move forward. The draft PDR workshop will be scheduled after County review of the submitted draft PDR. Consultant will prepare and distribute meeting minutes to the attendees and other identified stakeholders.

### **TASK 4: 60% DESIGN PHASE**

#### **A. Prepare 60% Drawings**

Consultant will prepare 60% design drawings. The data collected during Tasks 1 - 3 including survey, record drawings, and SUE locates will be utilized to create base drawings needed for construction. Notation and/or drawing details to address construction sequencing or phasing will be included in each discipline's drawings where applicable. The drawings will generally consist of the following:

- Cover, General Notes, Drawing Index, Symbols and Legend Sheets
- 60% Demolition Plans including notes and details relating the demolition of the existing headworks.

- 60% Civil/Site Plans including overall site plan, paving, grading and drainage plans and civil related note and details.
- 60% Yard Piping Drawings showing configuration of the process piping to and from the new headworks, the flow splitter box, the equalization basins, and the modified biological process basins. Yard piping drawings will also incorporate the revised piping of in-plant sidestreams.
- 60% Mechanical Plans including mechanical equipment plans, sections, notes and details related to the new headworks, flow splitter boxes, new and modified biological treatment basins, and odor control system.
- 60% Electrical Plans including electrical site plan, process system power and control plans, lower-level power and control plan, lighting plan, grounding plan, single line diagrams, panel schedules, conduit schedules, motor control center and distribution modifications, stand-by power upgrades, electrical related notes, diagrams and details.
- 60% Instrumentation Plans including process & instrumentation diagrams (P&IDs), details for integrating the new equipment into the existing facility SCADA system, network diagram modifications, instrumentation related notes, diagrams and details.
- 60% Structural Plans including upper plan, platform plan, lower plan, foundations, sections, maintenance pads, and structural related notes and details for new and modified tank and containment structures. Preliminary repair/rehabilitation details and procedures for Basin 3 and other modified containments will be included with the 60% set.

#### **B. Prepare 60% Technical Specifications**

Consultant will prepare 60% Technical Specifications for the construction of the new components and facilities. The 60% Specifications will not include the Front-End Documents, Summary of Work, and Special Project Procedures.

#### **C. Provide Assistance to CMAR on Budget Updates**

Consultant will assist the CMAR by reviewing proposed design documents with the CMAR estimators, responding to questions and provide clarification on intent of the design.

#### **D. 60% Submittal Package**

The 60% Submittal package will be prepared and submitted to the County and the CMAR for review and comment. The submittal will include the drawings, technical specifications, and recommended construction sequencing/phasing plan.

### **E. 60% Design Review Workshop**

Consultant will conduct a design review workshop after County staff have completed their review of the 60% design submittal. It is anticipated that the design review workshop will be attended by County management and facility O&M staff and the CMAR. Design progress will be reviewed during the workshop, outstanding information and design decisions required to move forward will be identified and discussed. A comment/response letter to the County's comments will be prepared and submitted with the subsequent submittal to document the County's comments are addressed. Consultant will prepare and distribute meeting minutes to the attendees and other identified stake holders.

## **TASK 5: 90% DESIGN PHASE**

### **A. Prepare 90% Drawings**

Based on the County's 60% review comments and discussions at the 60% Design Review Workshop, Consultant will advance the 60% design drawings to 90% complete.

### **B. Prepare 90% Technical Specifications**

Based on the County's 60% review comments and discussions at the 60% Design Review Workshop, Consultant will advance the 60% technical specifications to 90% complete. In addition, the 90% technical specifications will include front-end documents, summary of work, and special project procedures.

### **C. Provide Assistance to CMAR on Budget Updates**

Consultant will assist the CMAR by reviewing proposed design documents with the CMAR estimators, responding to questions and provide clarification on intent of the design.

### **D. 90% Submittal Package**

The 90% Submittal package will be prepared and submitted to the County, the CMAR and permitting agencies (unless noted otherwise) for review and comment. The submittal will include the updated drawings, technical specifications, and revisions to the recommended construction sequencing/phasing plan.

### **E. 90% Design Review Workshop**

Consultant will conduct a design review workshop after County staff have completed their review of the 90% design submittal. It is anticipated that the design review workshop will be attended by County management and facility O&M staff and the CMAR. Design progress will be reviewed during the workshop, outstanding information and design decisions required to move forward will be identified and discussed. A comment/response letter to the County's comments will be prepared and submitted with the subsequent submittal to document the County's comments are addressed. Consultant will prepare and distribute meeting minutes to the attendees and other identified stake holders.

## **TASK 6: FINAL DESIGN PHASE**

### **A. Prepare 100% Drawings**

Based on the County's 90% review comments and discussions at the 90% review workshop, Consultant will advance the 90% design drawings to 100% complete.

### **B. Prepare 100% Technical Specifications**

Consultant will advance the 90% technical specifications to 100% complete.

### **C. Provide Assistance to CMAR on Budget Updates**

Consultant will assist the CMAR by reviewing proposed design documents with the CMAR estimators, responding to questions and provide clarification on intent of the final design.

### **D. 100% Submittal Package**

The 100% Submittal package will be prepared and submitted to the County and the CMAR for review and comment. The submittal will include the updated drawings, technical specifications, and revisions to the recommended construction sequencing/phasing plan.

### **E. Final Design Review Workshop**

Consultant will conduct a design review workshop after County staff have completed their review of the 100% design submittal. It is anticipated that the design review workshop will be attended by County management and facility O&M staff and the CMAR. Design progress will be reviewed during the workshop, outstanding information and design decisions required to move

forward will be identified and discussed. A comment/response letter to the County's comments will be prepared and submitted with the subsequent Issued for Construction package to document the County's comments are addressed. Consultant will prepare and distribute meeting minutes to the attendees and other identified stake holders.

#### **F. Issue for Construction Submittal Package**

The Issued for Construction Submittal package will be prepared and submitted to the County and the CMAR. The submittal will incorporate the revisions made to address comments received during the Final Design Review Workshop.

### **TASK 7: PERMITTING**

Consultant will prepare and submit the following permit application packages:

#### **A. Environmental Resource Permitting**

Consultant will serve as agent for the County and will prepare and submit the application and documentation needed to obtain an Environmental Resource Permit (ERP) permit for the project. The ERP documents will include plans for the new and/or modified stormwater pond/swale needed for the project. Services associated with this task include:

- Attend pre-application meeting with the County and FDEP.
- Preparation and Submittal of ERP Application Package.
- Payment for the FDEP Environmental Resource Permit application of up to \$5000.00.
- Address RAIs received from the FDEP.

#### **B. Final Site Plan Approval**

Consultant will prepare and submit a Final Site Plan (FSP) Approval application and will review and provide responses to RAIs received from the County Planning Department. The following County permitting services are included in this task:

- Prepare and submit County Planning Department Final Site Plan Approval application package.
- Issue payment for the FSP permitting for up to \$6,000.
- Review and provide responses for RAIs received from the County's Planning Department.

### C. County Building Department Permitting

Consultant will prepare and submit the application to obtain the County Building Department permit required for the project. The application and supporting documentation will be submitted at the 100% design level and will include two (2) hard copies of the Manatee County Building Department permit application and full size signed/sealed drawings. Consultant will address RAIs that may be issued by the Building Department. Consultant will issue payment for the Building Department permit application fee up to \$2,500. The awarded Contractor will be responsible for payment of the remaining Building Department permit fees.

### D. FDEP Minor Modification

Consultant will prepare and submit the application and supporting documents required for a FDEP *Application for Minor Revision to a Wastewater Facility or Activity Permit* (FDEP Form 62-555.910(9)). The application will be submitted with the Preliminary Design Report as the supporting documentation. Consultant will issue payment up to \$5000 for the permit application review fee. Consultant will address RAIs that may be issued by the FDEP.

## TASK 8: CMAR SUPPORT SERVICES

It is understood the County will have the CMAR under contract no later than the 30 percent design milestone. The CMAR firm will serve as the construction manager, providing preconstruction services during the design process, such as constructability reviews, work package and scheduling/sequencing recommendations, construction cost estimating, and value engineering.

Consultant will provide the following CMAR procurement services to assist Manatee County in selecting the CMAR firm.

### A. CMAR RFQ Review and Scope Development

The County will prepare a draft of the RFQ documentation for solicitation of qualifications and experience required from CMAR firms and Consultant will develop the scope of services for the preconstruction and construction phases that will become an appendix to the RFQ. Content and scoring/selection criteria will be developed by the County and will be included in the RFQ. Consultant will review and provide comments on the RFQ content and selection criteria. County will update the draft RFQ documentation and advertise and distribute the entire procurement package for solicitation, including electronic distribution.



It is anticipated that a Pre-Response Meeting will be conducted by the County. The Consultant will review and provide comments on the presentation material that County will create for the Pre-Response Meeting. Consultant will attend the Pre-Response Meeting as a representative of the County and assist with responding to questions during the procurement phase in the form of addenda. Consultant will submit to County up to two draft addenda responses for review and approval, and County will issue all addenda and official responses to prospective respondents.

Consultant will review and provide comments on responsive SOQs or proposals by applying the comparative evaluation criteria established and agreed upon with County. Consultant will also develop questions for each respondent's references and call and document their responses. The SOQ evaluation will include a technical review of the approach for services to be performed, including permit approach, preconstruction approach, potential alternative innovative approaches to the project (if applicable), procurement process for competitive pricing, portions of work contemplated for self-performance, management of the work, constructability review process during design, schedule for major activities, sequencing of work, and project schedule showing major activities and milestones for design and construction. Consultant's SOQ evaluation will be summarized in an evaluation matrix submitted to the County for the County's consideration with CMAR selection.

#### **B. CMAR Interview Support**

Consultant will attend interviews of up to three (3) short-listed CMAR firms and participate in a round table meeting with the County's review committee to address questions they may have. County will make the final evaluations, score and rank the three shortlisted CMAR firms, and notify the top ranked firm.

#### **C. CMAR Scope Development and Prime Contract Negotiation Assistance**

Consultant will assist the County by reviewing and commenting on the CMAR's proposed scope, pricing and contract terms and conditions. If requested, Consultant will attend and support the County with the negotiation sessions. County will prepare responses and comments to the initial contractual pre-negotiation comments by the CMAR firm. Consultant will provide technical support within the context of the County meetings/coordination.

#### **D. CMAR Coordination Workshop**

Consultant will assist County and the CMAR firm in preparing for, conducting and participating in a Team Coordination Workshop immediately after the CMAR firm is brought on board. At this workshop, the 30 percent conceptual design will be discussed as well as potential work packages, project execution

options, value engineering, development of the baseline estimating, constructability, development of the risk register and approach to contingency determination and other items that would be beneficial to having collaborative feedback prior to beginning the 60 percent design phase.

#### **E. Risk and Scope Management Support**

Risk management is the systematic process of identifying, analyzing, assigning and managing project risks throughout the life of a project until the risk is either mitigated or avoided. Though the CMAR is ultimately responsible for managing their risks, Consultant will advise the County who certain project risks should be assigned to, as well as track via a Decision Log, and help manage the risks identified in the risk register throughout the design phase of the project. Consultant assist the CMAR and the County on the following activities related to risk and scope management:

- Collaborate with the CMAR firm regarding site use, phasing of the project, selection of materials, building systems and equipment, and similar topics
- Evaluate the impact of long-lead time items and generate a schedule for procurement of long-lead time items that will constitute part of the work as required meeting the project schedule
- Coordinate with the CMAR firm to collectively advise County on how to mitigate or avoid identified risks captured in the risk register and Decision Log during the design Phase
- Advise County on the development and amount of contingency being proposed by the CMAR firm in their progressive estimates and GMP

#### **F. GMP Review and Contract Amendment Negotiation Assistance**

The GMP will be developed by the CMAR firm somewhere between the 60 and 100 percent design milestones. It is expected that to advance the construction activities onsite and improve the project schedule, an Early Works Package would be developed; therefore, Consultant will perform two separate GMP reviews, one GMP to address the Early Works Package and the second GMP will address the remaining Project Scope. The early GMP is assumed to be delivered at an earlier stage of design (less than 100 percent) while the GMP for all other work is assumed to be delivered at the 100 percent design. Consultant will prepare a TM documenting each GMP review, addressing the CMAR firm's assumptions and clarifications, quantity estimates and unit prices, cost of general conditions, markups, contingencies, and allowances. Consultant will meet with County to discuss the results of the reviews and will assist County with negotiation of the final pricing and contract amendment

## STAFFING – KEY PROJECT TEAM MEMBERS

Principal	Street Lee, PE
Sr. Project Manager	Mitch Chiavaroli, PE
QA/QC/Advisor	Joseph Viciere, PE
QA/QC/Advisor	Randy Boe, PE <sup>1</sup>
Sr. Project Manager (Mechanical/Piping)	David Wehner, PE
Sr. Engineer/Scientist (Civil)	Blake Peters, PE
Sr. Engineer/Scientist (Process)	Matt Tennant, PE <sup>1</sup>
Sr. Engineer/Scientist (Mechanical)	Tao Fu, PE <sup>1</sup>
Sr. Engineer/Scientist (Instrumentation)	Michael Tweedel, PE
Sr. Engineer/Scientist (Electrical)	Aubrey Haudricourt, PE
Sr. Engineer/Scientist (Structural)	A. Emmett Anderson, III, PE
CMAR Coordinator	Niel Postlethwaite, PE <sup>1</sup>
Estimator	Ralph Myers, PE <sup>1</sup>
Professional Surveyor	Russell Hyatt, PSM <sup>2</sup>
Geotechnical Engineer	Jimmy Jackson, PE <sup>3</sup>
Environmental Scientist	Brett Solomon, MS <sup>4</sup>

<sup>1</sup> Jacobs

<sup>2</sup> Hyatt Surveying

<sup>3</sup> Terracon

<sup>4</sup> Environmental Science Associates

## DELIVERABLES

1. Two hard and one PDF copy of the Grit Characteristic Analysis Report
2. Two signed and sealed hard copies and one PDF copy of the Geotechnical Report
3. Two hard and one PDF copy of the Environmental Site Assessment
4. One PDF copy of meeting minutes
5. One PDF copy of permit application packages
6. One PDF copy each of draft and final TM and PDR Submittals
7. One PDF copy each of 60%, 90% and 100% Submittals
8. Issued for Construction Documents including:
  - a. One unbound hard and PDF copy of signed and sealed 22" x 34" and 11"x17" set of drawings
  - b. One unbound hard and PDF copy of signed & sealed technical specifications
9. CMAR Support Documents including:
  - a. Pre-construction and construction phase scope of services for the CMAR firm that will be an appendix to the RFQ.

- b. Review comments on the County’s draft CMAR RFQ package and Pre-Response Meeting.
- c. Draft addenda responses to questions during the CMAR procurement process.
- d. Review comments on responsive SOQ’s and list of questions for CMAR’s references. SOQ evaluation will be summarized in an evaluation matrix.
- e. Comments on CMAR’s scope and contract terms.
- f. Decision log and initial risk register.
- g. Two technical memorandums documenting the GMP review; one for an Early Works Package and one for the remaining Project Scope.

**COMPENSATION**

Compensation payable to the Consultant for the services and expenditures incurred in providing the Scope of Services specified in Exhibit A shall be as stated in Exhibit B.

**SCHEDULE**

This schedule is based on several tasks being performed concurrently and assumes a 2-week review by Manatee County for each submittal. The start date will be the date of the authorization of the Agreement by Manatee County. This Agreement will remain in effect through the completion and acceptance of the project by Manatee County. A MS Project Schedule will be submitted to the County within 10-days of Authorization.

<u>Description</u>	<u>Completion Weeks Following NTP</u>
Evaluations and Alternatives Analyses	6
Preliminary Design Report	24
County Review	26
FDEP Permit Application	28
60% Submittal	40
Review Workshop	44
90% Submittal	60
Review Workshop	64
100% Submittal	78
Review Workshop	80
Issued for Construction Submittal	84
Permits	
FDEP Minor Modification	24
Final Site Plan	60
ERP	60
Building Department	78
Anticipated NTP to CMAR*	60

\*Anticipates Early Works Construction Package to CMAR to begin construction prior to complete design on all components.

## OTHER CONSIDERATIONS

1. Items anticipated to be required by County Planning Department are limited to preliminary site plan including sidewalks, access drives, grading and drainage. Should additional components such as landscaping and irrigation be deemed necessary from the County Planning Department, Consultant can provide these additional services upon written authorization from County.
2. Wetland impacts, mitigation services and protected species permitting are not anticipated and are not included in this scope of work.
3. Potential use of one Early Works Procurement Package is anticipated to expedite construction of improvements. The packages will be coordinated through the CMAR.

## **EXHIBIT B, FEE SCHEDULE**

EXHIBIT B - FEE RATE SCHEDULE

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL

<b>Summary: SEWRF CAPACITY IMPROVEMENTS</b>	
<b>Description</b>	<b>TOTAL PROJECT</b>
<b>Task 1: Project Management, Coordination, Field Review and Data Collections</b>	\$ 449,156.00
<b>Task 2: Evaluations and Alternatives Analysis</b>	\$ 437,161.00
<b>Task 3: Preliminary (30%) Design Phase</b>	\$ 724,972.40
<b>Task 4: 60% Design Phase</b>	\$ 1,111,042.00
<b>Task 5: 90% Design Phase</b>	\$ 759,211.00
<b>Task 6: Final Design Phase</b>	\$ 471,199.00
<b>Task 7: Permitting</b>	\$ 119,737.00
<b>Task 8: CMAR Support Services</b>	\$ 303,730.00
<b>ENGINEERING DESIGN TOTAL COST</b>	<b>\$ 4,376,208.40</b>

CONSULTANT shall perform the professional services identified in **Exhibit A**, specifically Task 1 through Task 8 on a labor fee plus expense basis with the maximum fee per Task as shown above.

Compensation to the CONSULTANT for rendering the above services and products shall not exceed \$4,213,254.40 plus reimbursable expenses for a not to exceed amount of \$162,954.00, for a not to exceed cumulative total of \$4,376,208.40.

**MANATEE COUNTY  
 SEWRF CAPACITY IMPROVEMENTS  
 RFQ No. 21-TA003564SAM**

JOB TITLE	FEE RATE (\$ HOUR)
Principal	\$240.00
Senior Project Manager	\$220.00
Project Manager	\$200.00
Senior Project Engineer	\$210.00
Project Engineer	\$150.00
Senior Design Engineer	\$160.00
Senior Tech Specialist	\$230.00
Designer IV	\$140.00
Designer III	\$125.00
Designer II	\$110.00
Engineer Intern	\$110.00
Project Architect	\$130.00
Architectural Designer	\$100.00
Senior Landscape Architect	\$150.00
Senior CADD Technician	\$110.00
Project Accountant	\$130.00
Administrative Assistant	\$85.00
Clerical	\$64.00
Senior Construction Manager	\$140.00
Construction Inspector	\$100.00
SUE Project Manager	\$155.00
SUE Technician	\$125.00
SUE Designate Crew (3 person)	\$190.00
SUE Locate Crew (3 person)	\$230.00





MANATEE COUNTY  
SEWRF CAPACITY IMPROVEMENTS

JOB TITLE	FEE RATE (\$ HOUR)
Principal	\$240.00
Senior Project Manager	\$220.00
Project Manager	\$200.00
Senior Project Engineer	\$220.00
Project Engineer	\$150.00
Senior Tech Specialist	\$230.00
Designer IV	\$140.00
Designer III	\$125.00
Designer II	\$110.00
Engineer Intern	\$110.00
Senior CADD Technician	\$110.00
CADD Technician	\$90.00
Project Accountant	\$130.00
Administrative Assistant	\$85.00



**MANATEE COUNTY  
SEWRF CAPACITY IMPROVEMENTS**

JOB TITLE	FEE RATE (\$ HOUR)
Principal (PSM)	\$156.60
Professional Surveyor (PSM)	\$124.20
Project Manager	\$102.60
Survey Technician	\$86.40
Admin	\$48.60
Field Crew (3 man)	\$135.00
Field Crew (2 man)	\$118.80
Field Crew (1 man)	\$97.20



**MANATEE COUNTY  
SEWRF CAPACITY IMPROVEMENTS**

JOB TITLE	FEE RATE (\$ HOUR)
Principal Engineer	\$144.00
Professional/Registered Engineer	\$120.00
Field Engineer	\$90.00
Administrative Assistant	\$55.00

See Terracon's proposal for field sampling/testing unit cost and laboratory testing unit costs

**SCHEDULE OF REIMBURSABLE & ADDITIONAL CHARGES**

COUNTY will reimburse CONSULTANT for the following:

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

Plan Sheet (24" x 36")	\$3.00 per sheet
Plan Sheet (oversize)	actual cost
Color Photocopies (8-1/2" x 11")	\$2.00 per page
Copy Machine Reproductions	\$2.00 per copy

- B. Actual charges for long distance telephone calls, including applicable local, state and federal taxes, but excluding those made to Manatee, Sarasota, Orange, Polk, Pinellas or Hillsborough counties, as documented by copies of original invoices.
- C. Travel at the written request of COUNTY will be reimbursed in accordance with the limitations provided in Florida Statute 112.061, excluding travel in Manatee, Sarasota, Orange, Polk, Pinellas or Hillsborough Counties.

Per Diem	\$36.00 per day
Hotel Accommodations	actual cost
Mileage	\$.555 per mile

- D. Actual charges for application fees charged in the process of obtaining the permits outlined in the scope of work as documented by copies of original invoices.
- E. Actual charges for Courier Service furnished at the request of COUNTY, at rates not to exceed \$12.00 per package and to be documented by copies of original invoices.
- F. Actual time for computer modeling service (to include CAD, GIS, hydraulic modeling, process modeling, and CFD) at rates not to exceed \$12.00 per hour as documented by copies of records of service use.
- G. Actual direct costs of sub-consultants approved by the Contract Manager, plus and administrative fee of 5%.

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EXHIBIT B - FEE RATE SCHEDULE

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL

<b>Task 1: Project Management, Coordination, Field Review and Data Collections</b>		\$240	\$220	\$200	\$230	\$210	\$150	\$160	\$110	\$140	\$125	\$110	\$110	\$85	\$64	\$130	-----	-----
<b>TASK</b>	<b>Description</b>	Principal	Sr. Project Manager	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Sr. Design Engineer	Engineer Intern	Designer IV	Designer III	Designer II	Sr. CADD Tech	Admin. Assistant	Clerical	Project Accountant	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	Project Initiation & Administration	24	376	4	4	164	12	8	16	4	12	12	4	24	24	80	768	\$147,276.00
<b>B</b>	Field Reviews		20		8	74	64	48		8							222	\$40,180.00
<b>C</b>	Data Collection and Review		2			12	88	24	48		24			8			206	\$28,960.00
<b>D</b>	Grit Characteristic Analysis		24				24		16					8			72	\$11,320.00
<b>E</b>	Process and Sidestream Sampling & Testing		8		16		40										64	\$11,440.00
-----	<b>Total Man-hours</b>	24	430	4	28	250	228	80	80	12	36	12	4	40	24	80	1,332	-----
-----	<b>Total Man-hour Cost</b>	\$5,760	\$94,600	\$800	\$6,440	\$52,500	\$34,200	\$12,800	\$8,800	\$1,680	\$4,500	\$1,320	\$440	\$3,400	\$1,536	\$10,400	-----	\$239,176.00
-----	<b>Reimbursable Expenses</b>																	<b>\$4,784.00</b>
	<b>Subcontract - Jacobs</b>	(\$182,425 + \$9,121 McKim & Creed administrative fee)																<b>\$191,546.00</b>
	<b>Subcontract - Grit Analysis Services - Black Dog</b>	(\$13,000 + \$650 McKim & Creed administrative fee)																<b>\$13,650.00</b>
-----	<b>TOTAL COSTS</b>																	<b>\$449,156.00</b>

EXHIBIT B - FEE RATE SCHEDULE

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL

<b>Task 2: Evaluations and Alternatives Analysis</b>		\$240	\$220	\$200	\$230	\$210	\$150	\$160	\$110	\$140	\$125	\$110	\$110	\$85	\$64	-----	-----
<b>TASK</b>	<b>Description</b>	Principal	Sr. Project Manager	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Sr. Design Engineer	Engineer Intern	Designer IV	Designer III	Designer II	Sr. CADD Tech	Admin. Assistant	Clerical	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	Hydraulics Analysis		4		16		200		100	30	30					380	\$53,510.00
<b>B</b>	Biological Process Modeling				40		40									80	\$15,200.00
<b>C</b>	Configuration of Equalization	2	8		2		8									20	\$3,900.00
<b>D</b>	Electrical Systems Concepts Development		12			40	40									92	\$17,040.00
<b>E</b>	Systems Automation and Control Concept Development		12			40		40								92	\$17,440.00
<b>F</b>	Internal Recycle Systems Alternatives		2		8											10	\$2,280.00
<b>G</b>	Phasing and Packaging Alternatives	2	28													30	\$6,640.00
<b>H</b>	Draft Technical Memorandum (TM)	8	40	8	16	102	64	8	104	24	24			8	1	407	\$66,844.00
<b>I</b>	Technical Memorandum Review Workshop	4	16			16	16							2		54	\$10,410.00
<b>J</b>	Final Technical Memorandum	4	16	8	16	35	28	4	48	8	8			6	1	182	\$29,924.00
-----	<b>Total Man-hours</b>	20	138	16	98	233	396	52	252	62	62	0	0	16	2	1,347	-----
-----	<b>Total Man-hour Cost</b>	\$4,800	\$30,360	\$3,200	\$22,540	\$48,930	\$59,400	\$8,320	\$27,720	\$8,680	\$7,750	\$0	\$0	\$1,360	\$128	-----	\$223,188.00
-----	<b>Reimbursable Expenses</b>																<b>\$4,464.00</b>
-----	<b>Subcontract - Jacobs</b>	(\$199,533 + \$9,976 McKim & Creed administrative fee)															<b>\$209,509.00</b>
-----	<b>TOTAL COSTS</b>																<b>\$437,161.00</b>

EXHIBIT B - FEE RATE SCHEDULE

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL

<b>Task 3: Preliminary (30%) Design Phase</b>		\$240	\$220	\$200	\$230	\$210	\$150	\$160	\$110	\$140	\$125	\$110	\$110	\$85	\$64	\$155	\$125	\$190	\$230	-----	-----		
<b>TASK</b>	<b>Description</b>	Principal	Sr. Project Manager	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Sr. Design Engineer	Engineer Intern	Designer IV	Designer III	Designer II	Sr. CADD Tech	Admin. Assistant	Clerical	SUE Project Manager	SUE Technician	SUE Designate Crew (3 person)	SUE Locate Crew (3 person)	Total Man-hours	<b>TOTAL PROJECT</b>		
<b>A</b>	Grit Removal Procurement Package		4		4		40		20					10							78	\$10,850.00	
<b>B</b>	Survey		2			4															6	\$1,280.00	
<b>C</b>	Subsurface Utility Exploration (SUE)		2			8										16	80	40	240		386	\$77,400.00	
<b>D</b>	Geotechnical Investigation		2			32															34	\$7,160.00	
<b>E</b>	Environmental Site Assessment		2			24			24												50	\$8,120.00	
<b>F</b>	Conceptual Sizing		24		16	72	52		68					4							236	\$39,700.00	
<b>G</b>	Yard Piping		2			16	40		8		60										126	\$18,180.00	
<b>H</b>	Structural Requirements		4			120					120										244	\$41,080.00	
<b>I</b>	Preliminary Design Report (PDR)	8	72	4	24	116	120	80	104	60	60	144	40	24	2						858	\$128,988.00	
<b>J</b>	Preliminary Design Progress Meetings	4	32		4	40	32							8							120	\$22,800.00	
-----	<b>Total Man-hours</b>	12	146	4	48	432	284	80	224	60	240	144	40	46	2	16	80	40	240	2,138	-----		
-----	<b>Total Man-hour Cost</b>	\$2,880	\$32,120	\$800	\$11,040	\$90,720	\$42,600	\$12,800	\$24,640	\$8,400	\$30,000	\$15,840	\$4,400	\$3,910	\$128	\$2,480	\$10,000	\$7,600	\$55,200	-----		\$355,558.00	
-----	<b>Reimbursable Expenses</b>																						\$7,112.00
	<b>Subcontract - Jacobs</b>																						\$294,161.00
	<b>Subcontract - Surveying Services - Hyatt</b>																						\$25,265.40
	<b>Subcontract - Environmental Services - ESA</b>																						\$11,550.00
	<b>Subcontract - Geotechnical Services - Terracon</b>																						\$31,326.00
-----	<b>TOTAL COSTS</b>																						\$724,972.40

EXHIBIT B - FEE RATE SCHEDULE

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL

<b>Task 4: 60% Design Phase</b>		\$240	\$220	\$200	\$230	\$210	\$150	\$160	\$110	\$140	\$125	\$110	\$130	\$100	\$110	\$85	\$64	-----	-----
<b>TASK</b>	<b>Description</b>	Principal	Sr. Project Manager	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Sr. Design Engineer	Engineer Intern	Designer IV	Designer III	Designer II	Project Architect	Architectural Designer	Sr. CADD Tech	Admin. Assistant	Clerical	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	Prepare 60% Drawings		60	24	60	286	345		670	360	724	420	60	60	660			3,729	\$490,810.00
<b>B</b>	Prepare 60% Technical Specifications		10	4	16	69	104		32							52		287	\$44,710.00
<b>C</b>	Provide Assistance to CMAR on Budget Updates	4	24	4		40	28	8								16		124	\$22,280.00
<b>D</b>	60% Submittal Package	8	2			33	26		32	8	2	16			48	10	2	187	\$26,098.00
<b>E</b>	60% Design Review Workshop	4	16		4	29	24									2		79	\$15,260.00
-----	<b>Total Man-hours</b>	16	112	32	80	457	527	8	734	368	726	436	60	60	708	80	2	4,406	-----
-----	<b>Total Man-hour Cost</b>	\$3,840	\$24,640	\$6,400	\$18,400	\$95,970	\$79,050	\$1,280	\$80,740	\$51,520	\$90,750	\$47,960	\$7,800	\$6,000	\$77,880	\$6,800	\$128	-----	\$599,158.00
-----	<b>Reimbursable Expenses</b>																		<b>\$11,984.00</b>
-----	<b>Subcontract - Jacobs</b>	(\$476,096 + \$23,804 McKim & Creed administrative fee)																	<b>\$499,900.00</b>
-----	<b>TOTAL COSTS</b>																		<b>\$1,111,042.00</b>



EXHIBIT B - FEE RATE SCHEDULE

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL

<b>Task 5: 90% Design Phase</b>		\$240	\$220	\$200	\$230	\$210	\$150	\$160	\$110	\$140	\$125	\$110	\$130	\$100	\$110	\$85	\$64	-----	-----
<b>TASK</b>	<b>Description</b>	Principal	Sr. Project Manager	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Sr. Design Engineer	Engineer Intern	Designer IV	Designer III	Designer II	Project Architect	Architectural Designer	Sr. CADD Tech	Admin. Assistant	Clerical	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	Prepare 90% Drawings		48	16	60	167	178	84	345	80	258	220	40	60	330			1,886	\$255,870.00
<b>B</b>	Prepare 90% Technical Specifications		8	4	16	41	54		20							18		161	\$26,680.00
<b>C</b>	Provide Assistance to CMAR on Budget Updates	4	24	4		40	12	4	0							10		98	\$18,730.00
<b>D</b>	90% Submittal Package	8	2			14	18		24		2	16			24	10	2	120	\$16,268.00
<b>E</b>	90% Design Review Workshop	4	16		4	25	24									2		75	\$14,420.00
-----	<b>Total Man-hours</b>	16	98	24	80	287	286	88	389	80	260	236	40	60	354	40	2	2340	-----
-----	<b>Total Man-hour Cost</b>	\$3,840	\$21,560	\$4,800	\$18,400	\$60,270	\$42,900	\$14,080	\$42,790	\$11,200	\$32,500	\$25,960	\$5,200	\$6,000	\$38,940	\$3,400	\$128	-----	\$331,968.00
-----	<b>Reimbursable Expenses</b>																		<b>\$6,640.00</b>
-----	<b>Subcontract - Jacobs</b>	(\$400,575 + \$20,028 McKim & Creed administrative fee)																	<b>\$420,603.00</b>
-----	<b>TOTAL COSTS</b>																		<b>\$759,211.00</b>

EXHIBIT B - FEE RATE SCHEDULE

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL

<b>Task 6: Final Design Phase</b>		\$240	\$220	\$200	\$230	\$210	\$150	\$160	\$110	\$140	\$125	\$110	\$130	\$100	\$110	\$85	\$64	-----	-----
<b>TASK</b>	<b>Description</b>	Principal	Sr. Project Manager	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Sr. Design Engineer	Engineer Intern	Designer IV	Designer III	Designer II	Project Architect	Architectural Designer	Sr. CADD Tech	Admin. Assistant	Clerical	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	Prepare 100% Drawings		48	8	40	107	84	24	160	60	124	102	24	40	120			941	\$133,310.00
<b>B</b>	Prepare 100% Technical Specifications		8	2	8	24	24		18							28		112	\$17,000.00
<b>C</b>	Provide Assistance to CMAR on Budget Updates	4	24			22	24	4								10		88	\$15,950.00
<b>D</b>	100% Submittal Package	8	2			8	18		24	8	8	16			24	10	2	128	\$16,878.00
<b>E</b>	Final Design Review Workshop	4	16		4	12	16									4		56	\$10,660.00
<b>F</b>	Issue for Construction Submittal	8	22		24	21	24		28	32	52	32			24	12		279	\$41,530.00
-----	<b>Total Man-hours</b>	24	120	10	76	194	190	28	230	100	184	150	24	40	168	64	2	1,604	-----
-----	<b>Total Man-hour Cost</b>	\$5,760	\$26,400	\$2,000	\$17,480	\$40,740	\$28,500	\$4,480	\$25,300	\$14,000	\$23,000	\$16,500	\$3,120	\$4,000	\$18,480	\$5,440	\$128	-----	\$235,328.00
-----	<b>Reimbursable Expenses</b>																		<b>\$4,707.00</b>
-----	<b>Subcontract - Jacobs</b>	(\$220,157 + \$11,007 McKim & Creed administrative fee)																	<b>\$231,164.00</b>
-----	<b>TOTAL COSTS</b>																		<b>\$471,199.00</b>

EXHIBIT B - FEE RATE SCHEDULE

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL

<b>Task 7: Permitting</b>		\$240	\$220	\$200	\$230	\$210	\$150	\$160	\$110	\$140	\$125	\$110	\$110	\$85	\$64	-----	-----
<b>TASK</b>	<b>Description</b>	Principal	Sr. Project Manager	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Sr. Design Engineer	Engineer Intern	Designer IV	Designer III	Designer II	Sr. CADD Tech	Admin. Assistant	Clerical	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	Environmental Resource Permitting		4		12	16	40		40		16			8	1	137	\$20,144.00
<b>B</b>	Final Site Plan Approval		3	2	4	24	24		24		60			8		149	\$21,440.00
<b>C</b>	County Building Department Permitting		3	1		32	20	4	8	4	20		8	8	1	109	\$16,784.00
<b>D</b>	FDEP Minor Modification		8			4	16		24		8			8		68	\$9,320.00
-----	<b>Total Man-hours</b>	0	18	3	16	76	100	4	96	4	104	0	8	32	2	463	-----
-----	<b>Total Man-hour Cost</b>	\$0	\$3,960	\$600	\$3,680	\$15,960	\$15,000	\$640	\$10,560	\$560	\$13,000	\$0	\$880	\$2,720	\$128	-----	\$67,688.00
-----	<b>Reimbursable Expenses</b>																<b>\$1,354.00</b>
-----	<b>Permit Fees</b>																<b>\$18,500.00</b>
-----	<b>Subcontract - Jacobs</b>	(\$30,662 + \$1,533 McKim & Creed administrative fee)															<b>\$32,195.00</b>
-----	<b>TOTAL COSTS</b>																<b>\$119,737.00</b>

EXHIBIT B - FEE RATE SCHEDULE

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL

<b>Task 8: CMAR Support Services</b>		\$240	\$220	\$200	\$230	\$210	\$150	\$160	\$110	\$140	\$125	\$110	\$110	\$85	\$64	-----	-----
<b>TASK</b>	<b>Description</b>	Principal	Sr. Project Manager	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Sr. Design Engineer	Engineer Intern	Designer IV	Designer III	Designer II	Sr. CADD Tech	Admin. Assistant	Clerical	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	CMAR RFQ Review and Scope Development	24	56	4		90	12	4						8		198	\$40,900.00
<b>B</b>	CMAR Interview Support	16	16			17								2		51	\$11,100.00
<b>C</b>	CMAR Scope Development and Prime Contract Negotiation Assistance	16	16			12								4		48	\$10,220.00
<b>D</b>	CMAR Coordination Workshop	4	16			40								2	1	63	\$13,114.00
<b>E</b>	Risk and Scope Management Support	24	68	4		72								8		176	\$37,320.00
<b>F</b>	GMP Review and Contract Amendment Negotiation Assistance	40	48	4		72	24	8						12	4	212	\$42,236.00
-----	<b>Total Man-hours</b>	124	220	12	0	303	36	12	0	0	0	0	0	36	5	748	-----
-----	<b>Total Man-hour Cost</b>	\$29,760	\$48,400	\$2,400	\$0	\$63,630	\$5,400	\$1,920	\$0	\$0	\$0	\$0	\$0	\$3,060	\$320	-----	\$154,890.00
-----	<b>Reimbursable Expenses</b>																<b>\$3,098.00</b>
-----	<b>Subcontract - Jacobs</b>	(\$138,802 + \$6,940 McKim & Creed administrative fee)															<b>\$145,742.00</b>
-----	<b>TOTAL COSTS</b>																<b>\$303,730.00</b>



<b>Summary: SEWRF CAPACITY IMPROVEMENTS</b>	
<b>Description</b>	<b>TOTAL PROJECT</b>
<b>Task 1: Project Management, Coordination, Field Review and Data Collections</b>	\$ 182,425.00
<b>Task 2: Evaluations and Alternatives Analysis</b>	\$ 199,533.00
<b>Task 3: Preliminary (30%) Design Phase</b>	\$ 280,154.00
<b>Task 4: 60% Design Phase</b>	\$ 476,096.00
<b>Task 5: 90% Design Phase</b>	\$ 400,575.00
<b>Task 6: Final Design Phase</b>	\$ 220,157.00
<b>Task 7: Permitting</b>	\$ 30,662.00
<b>Task 8: CMAR Support Services</b>	\$ 138,802.00
<b>ENGINEERING DESIGN TOTAL COST</b>	<b>\$ 1,928,404.00</b>

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL



<b>Task 1: Project Management, Coordination, Field Review and Data Collections</b>		\$240	\$200	\$230	\$210	\$150	\$85	\$130	-----	-----
<b>TASK</b>	<b>Description</b>	Principal	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Admin. Assistant	Project Accountant	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	Project Initiation & Administration	20	140		56	12	112	42	382	\$61,340.00
<b>B</b>	Field Reviews	2	8		112	80			202	\$37,600.00
<b>C</b>	Data Collection and Review	4	16		80	86			186	\$33,860.00
<b>D</b>	Grit Characteristic Analysis								0	\$0.00
<b>E</b>	Process and Sidestream Sampling & Testing	8	16	4	40	80			148	\$26,440.00
-----	<b>Total Man-hours</b>	34	180	4	288	258	112	42	918	-----
-----	<b>Total Man-hour Cost</b>	\$8,160	\$36,000	\$920	\$60,480	\$38,700	\$9,520	\$5,460	-----	\$159,240.00
-----	<b>Other Direct Costs</b>									<b>\$3,185.00</b>
	<b>Laboratory Costs</b>									<b>\$20,000.00</b>
-----	<b>TOTAL COSTS</b>									<b>\$182,425.00</b>

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL



<b>Task 2: Evaluations and Alternatives Analysis</b>		\$240	\$200	\$230	\$210	\$150	\$110	-----	-----
<b>TASK</b>	<b>Description</b>	Principal	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Sr. CADD Technician	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	Hydraulics Analysis		4	2	8	4		18	\$3,540.00
<b>B</b>	Biological Process Modeling	8	28	20	40	80		176	\$32,520.00
<b>C</b>	Configuration of Equalization	8	16	8	24	48		104	\$19,200.00
<b>D</b>	Electrical Systems Concepts Development							0	\$0.00
<b>E</b>	Systems Automation and Control Concept Development							0	\$0.00
<b>F</b>	Internal Recycle Systems Alternatives	8	16	8	80	48		160	\$30,960.00
<b>G</b>	Phasing and Packaging Alternatives	40	8	8	40	16		112	\$23,840.00
<b>H</b>	Draft Technical Memorandum (TM)	8	16	26	108	120	32	310	\$55,300.00
<b>I</b>	Technical Memorandum Review Workshop	8	16		20	28		72	\$13,520.00
<b>J</b>	Final Technical Memorandum	4	8		42	24	16	94	\$16,740.00
-----	<b>Total Man-hours</b>	84	112	72	362	368	48	1,046	-----
-----	<b>Total Man-hour Cost</b>	\$20,160	\$22,400	\$16,560	\$76,020	\$55,200	\$5,280	-----	\$195,620.00
-----	<b>Other Direct Costs</b>								<b>\$3,913.00</b>
-----	<b>TOTAL COSTS</b>								<b>\$199,533.00</b>

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL



<b>Task 3: Preliminary (30%) Design Phase</b>		\$240	\$200	\$230	\$210	\$150	\$140	\$125	\$110	\$110	\$90	-----	-----
<b>TASK</b>	<b>Description</b>	Principal	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Designer IV	Designer III	Designer II	Sr. CADD Technician	CADD Technician	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	Grit Removal Procurement Package											0	\$0.00
<b>B</b>	Survey	2	8	2	2			4			10	28	\$4,360.00
<b>C</b>	Subsurface Utility Exploration (SUE)	4	8	8	10		4	16				50	\$9,060.00
<b>D</b>	Geotechnical Investigation		8	4	10	20	4					46	\$8,180.00
<b>E</b>	Environmental Site Assessment											0	\$0.00
<b>F</b>	Conceptual Sizing	4	20	8	80	148	20		120	40	10	450	\$67,100.00
<b>G</b>	Yard Piping	4	16	8	60	124	24	60	100		10	406	\$59,960.00
<b>H</b>	Structural Requirements		8	4	40	20	4	40				116	\$19,480.00
<b>I</b>	Preliminary Design Report (PDR)	10	32	4	120	162	60	140	60	20	20	628	\$95,720.00
<b>J</b>	Preliminary Design Progress Meetings	4	4	8	20	20						56	\$10,800.00
-----	<b>Total Man-hours</b>	28	104	46	342	494	116	260	280	60	50	1,780	-----
-----	<b>Total Man-hour Cost</b>	\$6,720	\$20,800	\$10,580	\$71,820	\$74,100	\$16,240	\$32,500	\$30,800	\$6,600	\$4,500	-----	\$274,660.00
-----	<b>Other Direct Costs</b>												\$5,494.00
-----	<b>TOTAL COSTS</b>												\$280,154.00



SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL



<b>Task 4: 60% Design Phase</b>		\$240	\$200	\$230	\$210	\$150	\$140	\$110	\$110	-----	-----
<b>TASK</b>	<b>Description</b>	Principal	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Designer IV	Designer II	Sr. CADD Technician	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	Prepare 60% Drawings	10	40	80	284	374	84	320	196	1,388	\$213,060.00
<b>B</b>	Prepare 60% Technical Specifications	10	28	40	120	248	72	96		614	\$100,240.00
<b>C</b>	Provide Assistance to CMAR on Budget Updates	4	6	4	24	36	10	4		88	\$15,360.00
<b>D</b>	60% Submittal Package	10	20	60	80	160	100	120	84	634	\$97,440.00
<b>E</b>	60% Design Review Workshop	10	20	40	20	60	36	62		248	\$40,660.00
-----	<b>Total Man-hours</b>	44	114	224	528	878	302	602	280	2,972	-----
-----	<b>Total Man-hour Cost</b>	\$10,560	\$22,800	\$51,520	\$110,880	\$131,700	\$42,280	\$66,220	\$30,800	-----	\$466,760.00
-----	<b>Other Direct Costs</b>										\$9,336.00
-----	<b>TOTAL COSTS</b>										\$476,096.00

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL



<b>Task 5: 90% Design Phase</b>		\$240	\$200	\$230	\$210	\$150	\$140	\$110	\$90	-----	-----
<b>TASK</b>	<b>Description</b>	Principal	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Designer IV	Designer II	CADD Technician	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	Prepare 90% Drawings	6	40	80	164	284	140	240	100	1,054	\$159,880.00
<b>B</b>	Prepare 90% Technical Specifications	6	20	40	116	184	120	180		666	\$103,200.00
<b>C</b>	Provide Assistance to CMAR on Budget Updates	4	6	4	24	36	10	4		88	\$15,360.00
<b>D</b>	90% Submittal Package	4	20	60	72	120	80	120	40	516	\$79,880.00
<b>E</b>	90% Design Review Workshop	10	20	40	20	60	40			190	\$34,400.00
-----	<b>Total Man-hours</b>	30	106	224	396	684	390	544	140	2,514	-----
-----	<b>Total Man-hour Cost</b>	\$7,200	\$21,200	\$51,520	\$83,160	\$102,600	\$54,600	\$59,840	\$12,600	-----	\$392,720.00
-----	<b>Other Direct Costs</b>										\$7,855.00
-----	<b>TOTAL COSTS</b>										\$400,575.00

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL



<b>Task 6: Final Design Phase</b>		\$240	\$200	\$230	\$210	\$150	\$140	\$110	\$90	-----	-----
<b>TASK</b>	<b>Description</b>	Principal	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Designer IV	Designer II	CADD Technician	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	Prepare 100% Drawings	4	20	8	72	184	82	148	24	542	\$79,440.00
<b>B</b>	Prepare 100% Technical Specifications	2	8	12	44	124	44	36		270	\$42,800.00
<b>C</b>	Provide Assistance to CMAR on Budget Updates	4	6	4	24	36	10	4		88	\$15,360.00
<b>D</b>	100% Submittal Package	4	8	12	56	70	30	32	10	222	\$36,200.00
<b>E</b>	Final Design Review Workshop	4	12	16	24	48	36	16	10	166	\$26,980.00
<b>F</b>	Issue for Construction Submittal	4	8	4	20	10	12	30	10	98	\$15,060.00
-----	<b>Total Man-hours</b>	22	62	56	240	472	214	266	54	1,386	-----
-----	<b>Total Man-hour Cost</b>	\$5,280	\$12,400	\$12,880	\$50,400	\$70,800	\$29,960	\$29,260	\$4,860	-----	\$215,840.00
-----	<b>Other Direct Costs</b>										<b>\$4,317.00</b>
-----	<b>TOTAL COSTS</b>										<b>\$220,157.00</b>



<b>Task 7: Permitting</b>		\$220	\$230	\$210	\$150	-----	-----
<b>TASK</b>	<b>Description</b>	Sr. Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	Environmental Resource Permitting					0	\$0.00
<b>B</b>	Final Site Plan Approval					0	\$0.00
<b>C</b>	County Building Department Permitting					0	\$0.00
<b>D</b>	FDEP Minor Modification	10	10	36	120	176	\$30,060.00
-----	<b>Total Man-hours</b>	10	10	36	120	176	-----
-----	<b>Total Man-hour Cost</b>	\$2,200	\$2,300	\$7,560	\$18,000	-----	\$30,060.00
-----	<b>Other Direct Costs</b>						<b>\$602.00</b>
-----							<b>\$0.00</b>
-----	<b>TOTAL COSTS</b>						<b>\$30,662.00</b>

SEWRF CAPACITY IMPROVEMENTS  
 COUNTY PROJECT 6106080  
 MANATEE COUNTY, FL



<b>Task 8: CMAR Support Services</b>		\$240	\$220	\$200	\$230	\$210	\$150	\$110	-----	-----
<b>TASK</b>	<b>Description</b>	Principal	Sr. Project Manager	Project Manager	Sr. Tech. Specialist	Sr. Project Engineer	Project Engineer	Engineer Intern	Total Man-hours	<b>TOTAL PROJECT</b>
<b>A</b>	CMAR RFQ Review and Scope Development	2	4	4	6	10	32	4	62	\$10,880.00
<b>B</b>	CMAR Interview Support	2		12	4	8			26	\$5,480.00
<b>C</b>	CMAR Scope Development and Prime Contract Negotiation Assistance		8	4	16	8	36		72	\$13,320.00
<b>D</b>	CMAR Coordination Workshop	2	4	4	8	24	56	4	102	\$17,880.00
<b>E</b>	Risk and Scope Management Support		2	8	16	8	32	4	70	\$12,640.00
<b>F</b>	GMP Review and Contract Amendment Negotiation Assistance	2	8	16	16	24			66	\$14,160.00
<b>G</b>	CMAR Design Coordination	8	16	24	32	64	140	88	372	\$61,720.00
-----	<b>Total Man-hours</b>	16	42	72	98	146	296	100	770	-----
-----	<b>Total Man-hour Cost</b>	\$3,840	\$9,240	\$14,400	\$22,540	\$30,660	\$44,400	\$11,000	-----	\$136,080.00
-----	<b>Other Direct Costs</b>									<b>\$2,722.00</b>
-----	<b>TOTAL COSTS</b>									<b>\$138,802.00</b>

April 7, 2021

Mr. Mitchel Chiavaroli, PE  
**McKim & Creed, Inc.**  
1365 Hamlet Avenue  
Clearwater, FL 33756-3331

Re: Proposal for Professional Surveying Services  
**SEWRF – Topographic Survey**  
Manatee County, Florida

Dear Mr. Chiavaroli:

Pursuant to the information you provided, Hyatt Survey Services, Inc. is pleased to submit this proposal for the following professional surveying services required on the above-referenced project:

#### **SCOPE OF SERVICES**

- I. **Topographic Survey:**
  - a. Hyatt Survey will perform a Topographic Survey of a portion (12 Ac +/-) of the Manatee County SEWRF as outlined in the attached exhibit.
  - b. Hyatt Survey will locate visible aboveground site improvements, utilities and appurtenances. Underground utilities will be graphically depicted on the survey drawing(s) in accordance with visible appurtenances.
  - c. For the above grade structures, Hyatt Survey will obtain elevations for at grade and elevated slabs, top of walls (where accessible), top of exposed pipe, channel inverts (where accessible), etc.
  - d. Hyatt Survey Services, Inc. will assume NO responsibility for the completeness and/or accuracy of any subsurface data represented on the survey drawing(s) from information provided by others.
  - e. Hyatt Survey will determine site elevations on a maximum fifty (50) foot grid, at grade breaks, at changes in direction on curbing/paving to the limits detailed above.
  - f. Hyatt Survey will locate/identify living trees with a 4-inch or greater DBH (diameter @ breast height).
  - g. Hyatt Survey will survey the location of up to 200 SUE VVH's as performed by others.
  - h. All data will be referenced to the Florida State Plane Coordinate System, West Zone (NAD83 datum) and the NGVD29 vertical datum.
  - i. The deliverable CADD files will comply with McKim & Creed's and Manatee County's CADD standards.

Mr. Mitchel Chiavaroli, PE

**McKim & Creed, Inc.**

April 7, 2021

Page 2

j. Hyatt Survey will supply a CAD file containing the information detailed above and up to three (3) signed and sealed surveys as the final deliverables.

k. All work will be completed within sixty (60) days of receipt of a written "notice to proceed."

Hyatt Survey proposes to provide these services for the lump sum fees as follows:

- 1. Topographic Survey: **\$ 17,614.80**
- 2. Survey up to 200 SUE VVH's: **\$ 6,447.60**

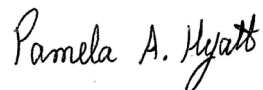
All work will be performed in accordance with the standards of practice outlined in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

I have attached our standard "General Contract, Provisions and Conditions" as part of this agreement. To accept this proposal, please sign where indicated below and return a copy of this document as your acceptance of this agreement and our authorization to proceed.

If you have any questions or comments, please do not hesitate to contact me at 941-748-4693. I look forward to working with you on this project.

Sincerely,

**HYATT SURVEY SERVICES, INC.**



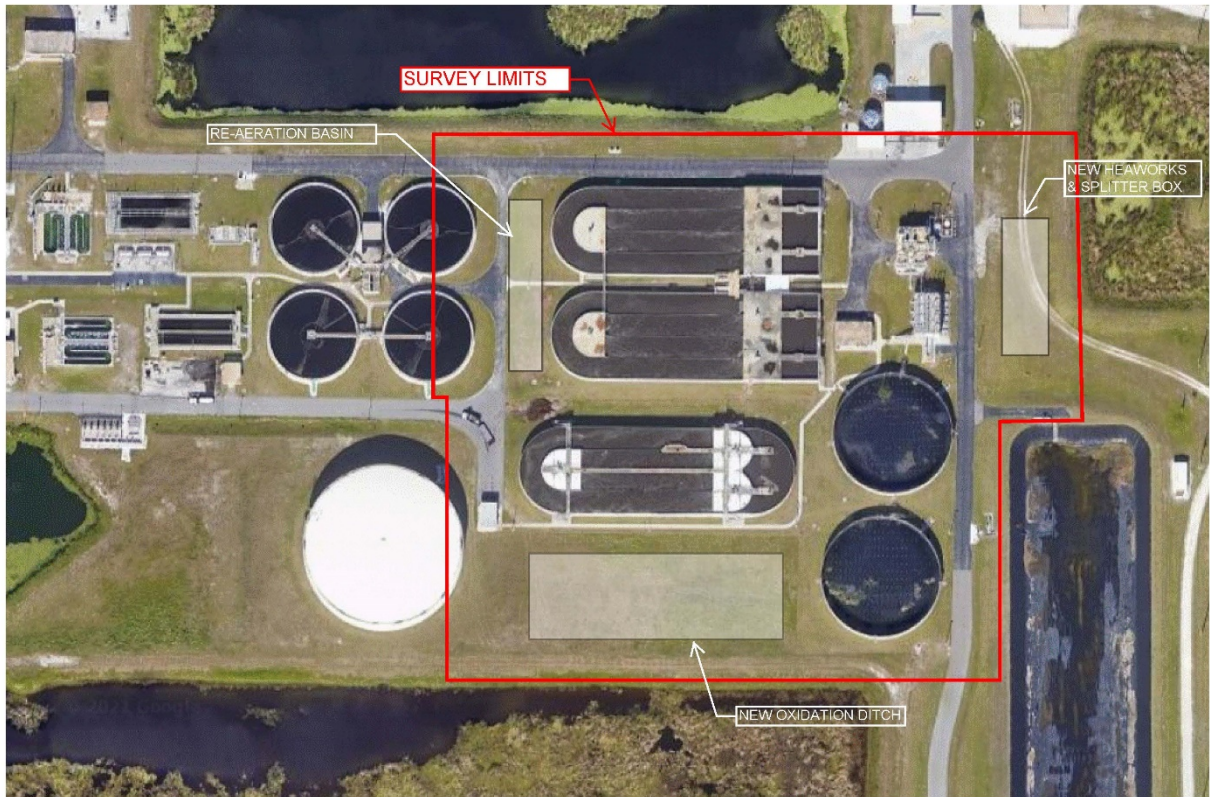
Pamela A. Hyatt, P.S.M.  
President

Accepted by: **McKim & Creed, Inc.**

**Sign here:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print name here:** \_\_\_\_\_

**EXHIBIT**





**FEE SCHEDULE:**

Hyatt Survey Services, Inc.									3/24/2021
Project: Man Co. SEWRF Topographic Survey									
Project Manager: Mr. Mitchel Chiavaroli, PE			Client: McKim & Creed						
Task (Hours)	Principal (PSM)	Professional Surveyor (PSM)	Project Manager	Survey Technician	Admin	Field Crew (1 man)	Field Crew (2 man)	Field Crew (3 man)	Fee Per Task
Hourly Rate \$/Hr.	\$156.60	\$124.20	\$102.60	\$86.40	\$48.60	\$97.20	\$118.80	\$135.00	
<b>Task 1: Perform Topographic Survey of a portion of the SEWRF for future design</b>									
<b>A. H/V Control Survey:</b>									
1. Recon/Establish Horizontal project control w RTK GPS and Conventional Methods:				1			4		\$561.60
2. Recon/Establish Vertical project control:				2			4		\$648.00
<b>B. Boundary Survey: N/A</b>									
1. Recover / Locate Parcel / Plat Lines, Lots, Section Corners, RW monumentation, etc.:									\$0.00
<b>C. Topographic Survey:</b>									
1. Perform Topographic Survey at 50' intervals		1		6			60		\$7,770.60
2									\$0.00
<b>D. Detail Survey:</b>									
1. For the above grade structures, Hyatt Survey will obtain elevations for at grade and elevated slabs, top of walls (where accessible), top of exposed pipe, channel inverts (where accessible), etc.		1		4			16		\$2,370.60
<b>E. SUE Survey: (xxxx lf) N/A</b>									
1. Locate UG utilities as marked by others.									\$0.00
<b>F. Wetland Survey: (xxxx lf) N/A</b>									
1. Locate UG utilities as marked by others.									\$0.00
<b>G. Geotech Survey: (xxxx lf) N/A</b>									
1. Locate borings as performed by others.									\$0.00
<b>H. Preparation of Final Deliverables:</b>									
1. Survey Map/CAD Preparation: ACAD Civil 3D		5		50					\$4,941.00
2. Prepare TIN/DTM file:		1		8					\$815.40
3. Final Project Review and QA/QC:		1		2					\$297.00
4. Preparation of Final Deliverables:		1		1					\$210.60
5. Preparation of final Survey Report: N/A									\$0.00
<b>Total Hours</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>74</b>	<b>0</b>	<b>0</b>	<b>84</b>	<b>0</b>	<b>\$0.00</b>
Project Observations/Assumptions:									<b>\$17,614.80</b>
1. Horizontal Datum: Florida State Plane coordinates- NAD '83/11 or newer.									
2. All Surveys will be prepared in accordance with specifications and requirements as set for by Manatee County's Scope Contract									

Hyatt Survey Services, Inc.									4/7/2021
Project: Man Co. SEWRF SUE VVH Locations (200)									
Project Manager: Mr. Mitchel Chiavaroli, PE			Client: McKim & Creed						
Task (Hours)	Principal (PSM)	Professional Surveyor (PSM)	Project Manager	Survey Technician	Admin	Field Crew (1 man)	Field Crew (2 man)	Field Crew (3 man)	Fee Per Task
Hourly Rate \$/Hr.	\$156.60	\$124.20	\$102.60	\$86.40	\$48.60	\$97.20	\$118.80	\$135.00	
Task 1: Perform Survey of up to 200 SUE VVH locations at the SEWRF for future design									
A. SUE Survey: (xxxx lf) N/A									
1. Locate up to 200 SUE VVH's as performed by others.		2		4			32		\$4,395.60
B. Preparation of Final Deliverables:									
1. Survey Map/CAD Preparation: ACAD Civil 3D		2		16					\$1,630.80
2. Prepare TIN/DTM file: N/A		0		0					\$0.00
3. Final Project Review and QA/QC:		1		1					\$210.60
4. Preparation of Final Deliverables:		1		1					\$210.60
5. Preparation of final Survey Report: N/A									\$0.00
<b>Total Hours</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>0</b>	
Project Observations/Assumptions:									\$6,447.60
1. Horizontal Datum: Florida State Plane coordinates- NAD '83/11 or newer.									
2. All Surveys will be prepared in accordance with specifications and requirements as set for by Manatee County's Scope Contract									

May 11, 2021

Mitchel Chiavaroli, PE  
McKim & Creed  
378 Interstate Court  
Sarasota, FL 34240

**Subject:** Scope of Services and Associated Fee Estimate for Environmental Assessment & Permitting  
Manatee County SEWRF Capacity Improvements  
*ESA Proposal No. P2021*

Dear Mr. Chiavaroli:

Environmental Science Associates (ESA) is pleased to present this scope of services and associated fee estimate for the above referenced project. Manatee County Utilities is proposing to expand their wastewater treatment capacity of the SEWRF Facility. To our understanding, the proposed scope of the project is: **Improvements will add a headworks and flow splitter adjacent to the existing, a 4<sup>th</sup> oxidation ditch south of the existing Ditch No 3, and two re-aeration tanks. The existing headworks structure and at least a portion of the existing flow splitter structure will be demolished. The location of the proposed improvements are all within previously disturbed areas.** Please see the following ESA tasks:

## SCOPE OF SERVICES

<u>Task</u>	<u>Description</u>
-------------	--------------------

<b>1.0</b>	<b><u>Site Assessment</u></b>
------------	-------------------------------

- |            |  |
|------------|--|
| <b>1.1</b> | ESA will conduct a site assessment of the proposed SEWRF project limits summarized above. ESA will collect environmental resources data to document current site conditions, and conduct a listed species assessment.  |
| <b>1.2</b> | ESA will prepare a brief technical memorandum summarizing the data collected and compiled during Task 1.1. This technical memorandum will be prepared with the intent of being submitted with future ERP and Manatee County Final Site Plan Approval applications. |

<b>2.0</b>	<b><u>FDEP Environmental Resource Permit (ERP) Permitting Assistance</u></b>
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<b>2.1</b>	<b><u>ERP Application Assistance</u></b>
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ESA will prepare Section C and Table 1 of the Statewide ERP application, pursuant Chapter 62-330 F.A.C.

**Note:** This task assumes that the SEWRF project will not impact any State of Florida wetlands, pursuant to Chapter 62-340, F.A.C. In addition, this task assumes that no wetland and/or surface waters mitigation design and associated mitigation plan will be required. If the project does have wetland impacts (and/or FDEP requires mitigation for surface water impacts), ESA can assist with permitting wetland impacts, and mitigation design and planning, at the client's request, as additional services.

## 2.2 **Field Review**

ESA will attend one (1) field meeting with FDEP staff to review natural resources and surface waters within the SEWRF project limits.

## 2.3 **Responses to Request for Additional Information (RAI)**

ESA will prepare one (1) round of written responses to minor comments associated from the Task 2.1 application above. If FDEP requests design changes, mitigation/mitigation design and plans, listed species surveys, etc., ESA can prepare this information at the client's request as a scope amendment (SA).

## 3.0 **Manatee County Final Site Plan Approval Permitting Assistance**

ESA will prepare one (1) round of written responses to minor comments associated from the Task 3.1 application above. If Manatee County requests design changes, tree surveys, mitigation/mitigation design and plans, listed species surveys, etc., ESA can prepare this information at the client's request as an SA.

**Note:** This task assumes that the client will use the technical memorandum prepared in Task 1.2 for the Final Site Plan Approval application. Any modification to the technical memorandum, pursuant to the Final Site Plan Approval application, requested by the client, can be performed by ESA as additional services.

## 4.0 **Project Management and Coordination**

ESA will provide eight (8) hours for project management and client coordination. ESA can provide additional coordination, or meet with Manatee County and other agencies at the client's request as additional services.

Please note that the following assumptions were used for development of the fee estimate:

1. The fee estimate does not include engineering, PSM surveying, or geotechnical fees.
2. Protected species-specific surveying or permitting involvement is not included in this Scope of Services (SOS). An SA will be provided separately, if needed, to address impacts to protected species and/or their habitats.
3. Preparation of any local, state or federal permitting applications, except those explicitly outlined in tasks above, are not included in this SOS. At the client's request, ESA can assist with these activities under a separate SA.
4. This SOS assumes that ESA will not be required to attend any public hearing, formal meetings with Manatee County, or meetings with other regulatory agencies.
5. This SOS assumes that ESA will not be required to prepare documents or attend meeting, pursuant to a Preliminary Site Plan Approval or other Manatee County permitting requirements, beyond those identified in Task 3.0.
6. An Environmental Site Assessment for hazardous material contamination (Phase 1) or an archeological review of the pilot project limit are not included within this SOS. ESA does not offer this expertise.

## **FEE ESTIMATE**

The total fee estimate for the ESA tasks listed above, direct expense reimbursable, totals **\$11,000.00**. The Method of Payment will be considered Lump Sum, and this project will be billed monthly on a percent complete basis.

We look forward to working with you on this project and if you have any questions or require additional information, please do not hesitate to call Brett Solomon at 941-920-1073.

Sincerely,  
**ESA**



Brett S. Solomon, MS  
Senior Environmental Scientist

April 14, 2021



McKim & Creed  
1365 Hamlet Avenue  
Clearwater, FL 33756

Attn: Mr. Mitchel Chiavaroli, P.E.  
P: (727) 442-7196  
E: MChiavaroli@mckimcreed.com

Re: Proposal for Geotechnical Engineering Services  
SEWRF Capacity Improvements  
3331 Lena Road  
Manatee County, Florida  
Terracon Proposal No. PHC215002

Dear Mr. Chiavaroli:

We appreciate the opportunity to submit this proposal to McKim & Creed to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Master Services Agreement Task Order.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan
Exhibit F	Budget Estimate

Our base fee to perform the Scope of Services described in this proposal is \$29,834. See Exhibits C and F for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Task Order to our office.

Sincerely,  
**Terracon Consultants, Inc.**

James M. Jackson, P.E.  
Department Manager

Douglas S. Dunkelberger, P.E.  
Principal

Terracon Consultants, Inc. 8260 Vico Court, Unit B Sarasota, Florida 34240  
P (941) 379 0621 F (941) 379 5061 terracon.com

## MASTER SERVICES AGREEMENT

### TASK ORDER

This TASK ORDER is issued under the MASTER SERVICES AGREEMENT dated 01/18/2011 between McKim & Creed ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the SEWRF Capacity Improvements project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 04/14/2021 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

#### 1. Project Information

See PHC215002

#### 2. Scope of Services

The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

See PHC215002

#### 3. Compensation

Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

See PHC215002

All terms and conditions of the Master Services Agreement shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: Terracon Consultants, Inc.  
By: \_\_\_\_\_ Date: 4/14/2021  
Name/Title: Douglas S. Dunkelberger, P.E. / Principal  
Address: 8260 Vico Ct, Unit B  
Sarasota, FL 34240-7800  
Phone: (941) 379-0621 Fax: \_\_\_\_\_  
Email: Doug.Dunkelberger@terracon.com

Client: McKim & Creed  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: Mitchel Chiavaroli  
Address: 1365 Hamlet Avenue  
Clearwater, FL  
Phone: (727) 442-7196 Fax: \_\_\_\_\_  
Email: MChiavaroli@mckimcreed.com

## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by McKim & Creed and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

### Site Location and Anticipated Conditions

Item	Description
<b>Parcel Information</b>	The project is located at the Southeast Water Reclamation Facility (SEWRF) at 3331 Lena Road in Manatee County, Florida.  (See Exhibit D)
<b>Existing Improvements</b>	The site is currently developed with the SEWRF.
<b>Current Ground Cover</b>	Based on review of aerial photographs, the proposed new structure areas appear to be covered with short grasses.
<b>Existing Topography (from USGS)</b>	The USGS topographic map for Lorraine, Florida (1987) indicates the site is undeveloped land at an elevation of about +30 feet-NGVD.
<b>Prior Land Use</b>	Review of aerial photographs (ref. Google Earth) indicate the site has been developed with the WRF from at least 1995. Additional treatment structures and water storage tanks appear to have been constructed in 2003, 2005, and 2016.
<b>Site Access</b>	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment.
<b>Expected Subsurface Conditions</b>	Review of the Web Soil Survey indicates the site is mapped with Soil Unit 20, EauGallie fine sand. The typical soil profile consists of fine sand to a depth of 42 inches followed by loamy fine sand to a depth of 65 inches. Under natural (pre-development) conditions, groundwater is reported to be within 10 inches of the ground surface.  Additionally, based on our experience near the vicinity of the proposed site and review of geotechnical reports at the site provided by you indicates that subsurface conditions will likely consist of sands with varying amounts of silt and clay from the surface to a depth of about 15 feet followed by clay to a depth of about 40 feet and underlain by limestone with clay seams to a depth of about 75 feet..



## Planned Construction

Item	Description
<b>Information Provided</b>	The following information was provided by you via e-mail on August 8, 2021.
<b>Project Description</b>	The project includes the design of several new wastewater treatment structures and yard piping.
<b>Proposed Structure</b>	<p>The project includes the following structures:</p> <ul style="list-style-type: none"> <li>■ Two re-aeration tanks (100' x 25' x 15' water depth)</li> <li>■ Oxidation ditch (350' x 110' x 15' water depth)</li> <li>■ Blower pad (50' x 30')</li> <li>■ Flow Splitter (50' x 35' x 20' water depth)</li> <li>■ Two-level headworks structures (75' x 50')</li> </ul>
<b>Building Construction</b>	We anticipate the structures to be cast-in-place concrete. The structures are expected to be supported by either rigid mats or conventional strip/column foundations. Ground improvement or deep (pile) foundations may be required depending on the results of our subsurface exploration.
<b>Finished Floor Elevation</b>	Not provided.
<b>Maximum Loads (assumed)</b>	<ul style="list-style-type: none"> <li>■ Columns: 150 kips</li> <li>■ Walls: 5 kips per linear foot (klf)</li> <li>■ Slabs: 1,500 psf</li> </ul>
<b>Grading/Slopes</b>	We anticipate fill thicknesses to be minimal (i.e. less than 2 feet).
<b>Yard Piping</b>	Buried yard piping is planned to connect the Flow Splitter to the Oxidation Ditch and the Oxidation Ditch to the Re-Aeration Tanks. The buried pipe is to be a maximum of 10 feet below the existing ground surface. Elevated piping may connect the Headworks to the Flow Splitter. For scoping purposes, we have assumed the length of the yard piping will be a maximum of 2,500 linear feet.

## EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) <sup>1</sup>	Planned Location
4	50	Re-aeration tanks (2 for each tank)
2	25	Headworks structure
1	70	Flow splitter
1	25	Blower Pad
8	50	Oxidation Ditch
5	15	Yard piping alignment (specific locations TBD)

<sup>1</sup>. Below ground surface.

**Boring Layout and Elevations:** We understand the borings will be field marked by the Subsurface Utility Engineering (SUE) consultant. Terracon will field check drill rig access once the borings have been marked.

**Subsurface Exploration Procedures:** We will advance soil borings with a truck-mounted drill rig using rotary wash techniques. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Based on the presence of soft clay soils in the previous nearby borings, we have included the collection of up to 4 undisturbed (Shelby Tube) samples.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

**Property Disturbance:** We will backfill borings with cement grout upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess soil cuttings and slurry will be dispersed in the general vicinity of the borehole.

## **Safety**

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through SSOCOF. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

**Client Provided Information:** We request copies of any surveys and record drawings (as-builts for existing construction) for the project area.

## **Laboratory Testing**

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Atterberg limits

- Consolidation testing of undisturbed samples (up to 2 tests)
- Fines content

Our laboratory testing program includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

## **Engineering and Project Delivery**

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Results of consolidation testing, if performed
- Recommendations for shallow foundations and associated engineering design parameters
- Recommendations for ground improvement (if needed)

- Recommendations for deep foundations for up to two pile types (driven or augercast), if needed
- Estimated settlement of foundations
- Recommendations for design and construction of slabs-on-grade
- Seismic site classification
- Subgrade preparation/earthwork recommendations
- Lateral earth pressure recommendations
- Estimated Seasonal High Groundwater Level (SHGWL)

### **Additional Services**

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$29,834

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Plans and Specifications Review	TBD	
Construction Materials Testing Services	TBD	

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

### Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

<i>GeoReport</i> <sup>®</sup> Delivery	Posting Date from Notice to Proceed <sup>1, 2</sup>
Project Planning	2 days
Site Characterization	15 days
Geotechnical Engineering	25 days

<b>GeoReport® Delivery</b>	<b>Posting Date from Notice to Proceed <sup>1, 2</sup></b>
<ol style="list-style-type: none"><li>1. Upon receipt of your notice to proceed we will activate the schedule component of our <b>GeoReport®</b> website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.</li><li>2. We will maintain a current calendar of activities within our <b>GeoReport®</b> website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.</li></ol>	

**EXHIBIT D – SITE LOCATION**

SEWRF Capacity Improvements ■ Manatee County, Florida  
April 14, 2021 ■ Terracon Proposal No. PHC215002

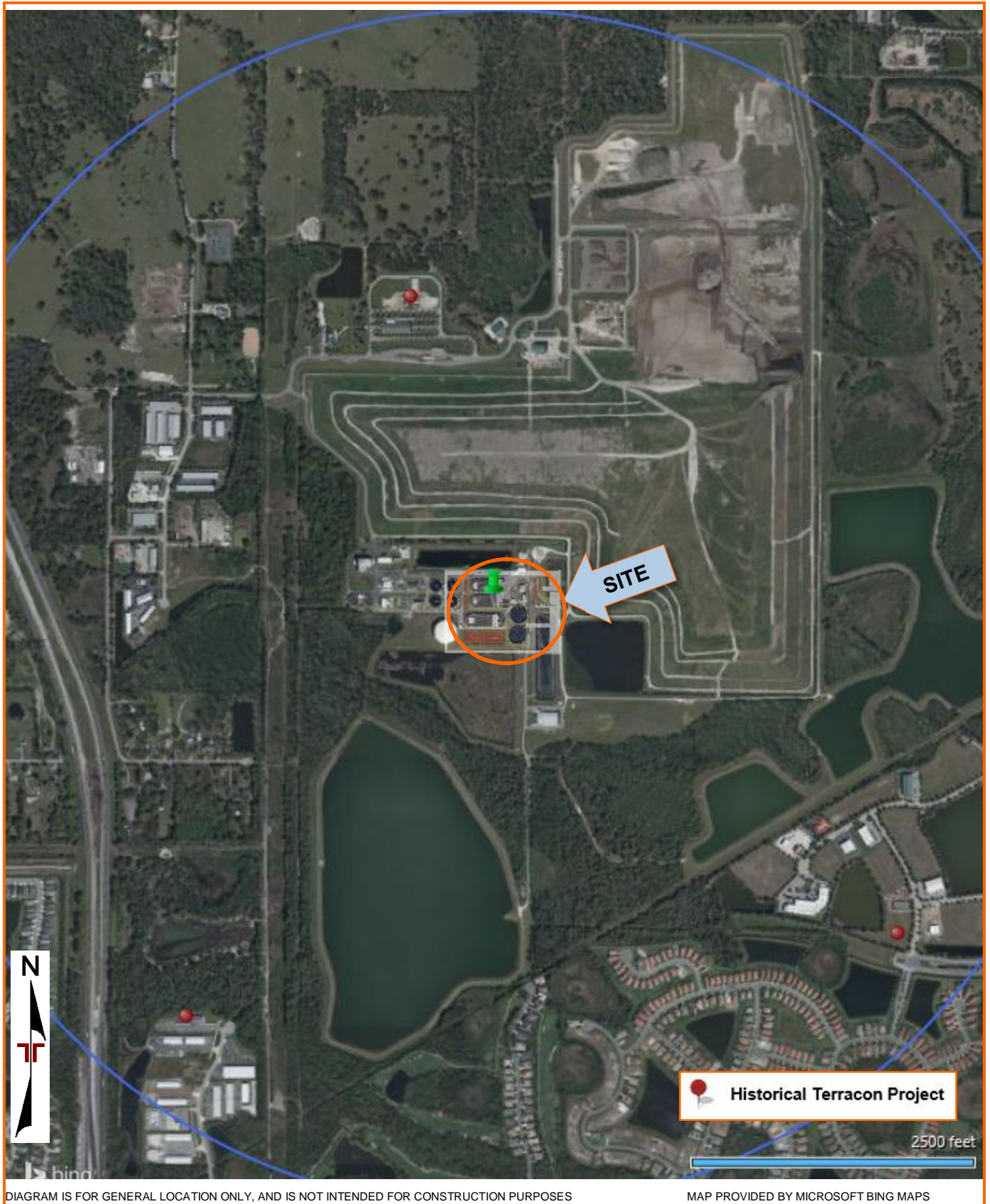


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



**EXHIBIT E – ANTICIPATED EXPLORATION PLAN**

SEWRF Capacity Improvements ■ Manatee County, Florida  
 April 14, 2021 ■ Terracon Proposal No. PHC215002



## EXHIBIT F – BUDGET ESTIMATE

### TASK 1 - Field Sampling/Testing

ITEM No.	UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
1AA	Each	Normal Access (Truck Mounted)	1	\$240.00	\$240.00
3AA	LF	SPT Borings	820	\$14.00	\$11,480.00
9AA	Each	Shelby Tube Sample	4	\$120.00	\$480.00
8AC	LF	Grout Seal Boreholes	820	\$5.00	\$4,100.00
77CA	Hour	Field Engineer	10	\$90.00	\$900.00
<b>Subtotal : Subtask 1</b>					<b>\$17,200.00</b>

### TASK 2 - Laboratory Testing

ITEM No.	UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
20BA	Each	Liquid Limits of Soil	5	\$54.00	\$270.00
21BA	Each	Plastic Limits and Plasticity Index	5	\$30.00	\$150.00
26BA	Each	Moisture Content	26	\$8.00	\$208.00
29BA	Each	Sieve Analysis	26	\$36.00	\$936.00
34BA	Sample	Soil Classification	227	\$8.00	\$1,816.00
36BA	Sample	Time-fit coefficient of consolidation	2	\$552.00	\$1,104.00
<b>Subtotal : Subtask 2</b>					<b>\$4,484.00</b>

### TASK 3 - Engineering Services

ITEM No.	UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
77CA	Hour	Field Engineer	32	\$90.00	\$2,880.00
77CB	Hour	Professional/Registered Engineer	25	\$120.00	\$3,000.00
77CC	Hour	Principal Engineer	15	\$144.00	\$2,160.00
-	Hour	Administrative Assistant	2	\$55.00	\$110.00
<b>Subtotal : Subtask 3</b>					<b>\$8,150.00</b>

**Total = \$29,834.00**



2402 E. 2659<sup>th</sup> Rd.,  
Marseilles, IL 61341  
(815) 715-3123  
info@blackdoganalytical.com

March 15, 2021

TO: Mitchel Chiavaroli, PE  
McKim & Creed  
1365 Hamlet Ave.  
Clearwater, FL 33756

FROM: Jimmie Griffiths  
Black Dog Analytical, LLC  
2402 E. 2659<sup>th</sup> Rd.  
Marseilles, IL 61341

RE: Grit Characterization Scope of Services – Manatee Co. SEWRF

### Deliverables

- All equipment and staff
- six to eight hours of continuous sampling bracketing the daily peak flow ramp-up
- Off-site wet sieving and solids analysis
- study report which includes the following for a performance evaluation:
  1. Side-by-side plots of weight distributions of Grit Physical Size for each of the sample sites
  2. Tabulated Influent Grit concentrations (lbs Fixed Solids (FS)/MG), and projected daily Grit Loads as lbs FS/day for all sample days.
  3. Sand Equivalent Size determination for each sample
  4. All raw data and spreadsheets
  5. %TS and %TVS

Pricing: Individual samples are \$3,000 each. All travel expenses are billed as actual cost and are often less than estimated.

Influent Characterization – single-point sample collection from the influent waste stream.

Pricing Examples:

1. One day – one sample = \$3,000
2. Two day – two samples = \$6,000
3. Three day – three samples = \$9,000

Expenses:

Approximately \$4,000 – includes shipping gear, meals, lodging, vehicle rental, airfare and materials. Expenses are billed as actual cost and are usually much less than estimated.

**Total budget for a three-day study is \$13,000**

For onsite studies, Black Dog staff will arrive one day prior to sampling to assess the facility and place/fabricate sampling equipment. **Appendix I** describes typical methods used by Black Dog, but the final determination of methods will be made during initial site visit. Questions regarding Black Dog' study references or this proposal and/or for scheduling the proposed work should be directed to me at (815) 715-3123.

Thank you,

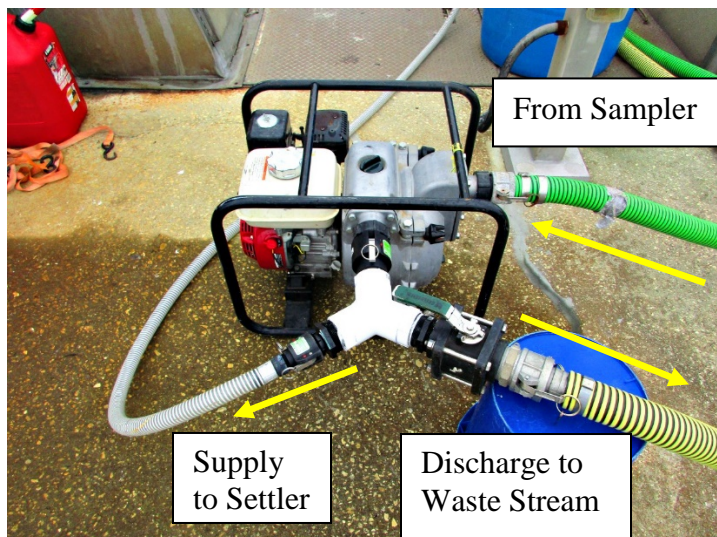
Jimmie Griffiths - President  
Black Dog Analytical, LLC

## APPENDIX I

The following is an example of a sampling protocol recommended for assessing the quantities and characteristics of grit entering the treatment facility. Method selection will ultimately be determined by site conditions. Performance evaluations will require an additional sampling point at the grit chamber effluent.

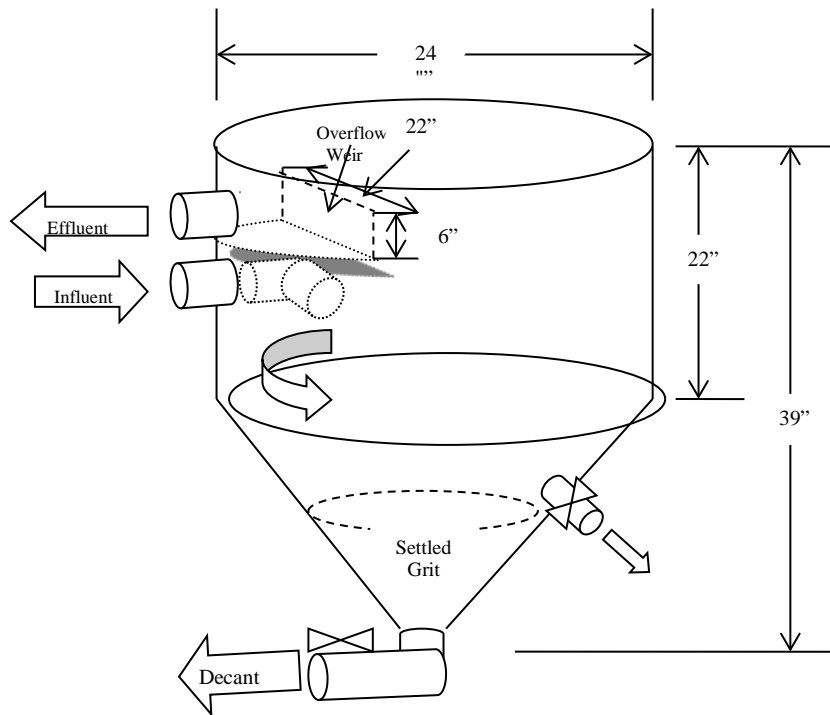
### Influent Grit Characterization Sampling Protocol

1. Samplers:
  - a. Samples will be collected from the facilities influent channel(s).
  - b. Samplers will be designed to collect a homogenous sample of wastewater from the entire height of the water column simultaneously. Depending on site conditions and client requirements, vertically integrated samplers, single-point samplers or multi-port samplers may be used.
2. Sampling Pumps:
  - a. Grit Samplers will be plumbed to gas-operated trash pumps with two-inch suction hose.
  - b. Pumps will be large enough to collect a homogenous sample of wastewater through the grit samplers.
3. Sample splitters:
  - a. A PVC wye will be used to split samples exiting the trash pump.
  - b. A two-inch rigid hose will be attached between the trash pump effluent port and sample splitter. A second section of two-inch rigid hose will be attached to the first wye effluent port for returning sample to the waste stream. A one-inch section of rigid hose will be affixed to the second wye effluent port which supplies flow to the settler.
  - c. A two-inch ball valve located between the splitter and effluent hose may be used to adjust the volume of sample sent to the grit settlers.
  - d. Sample Splitter

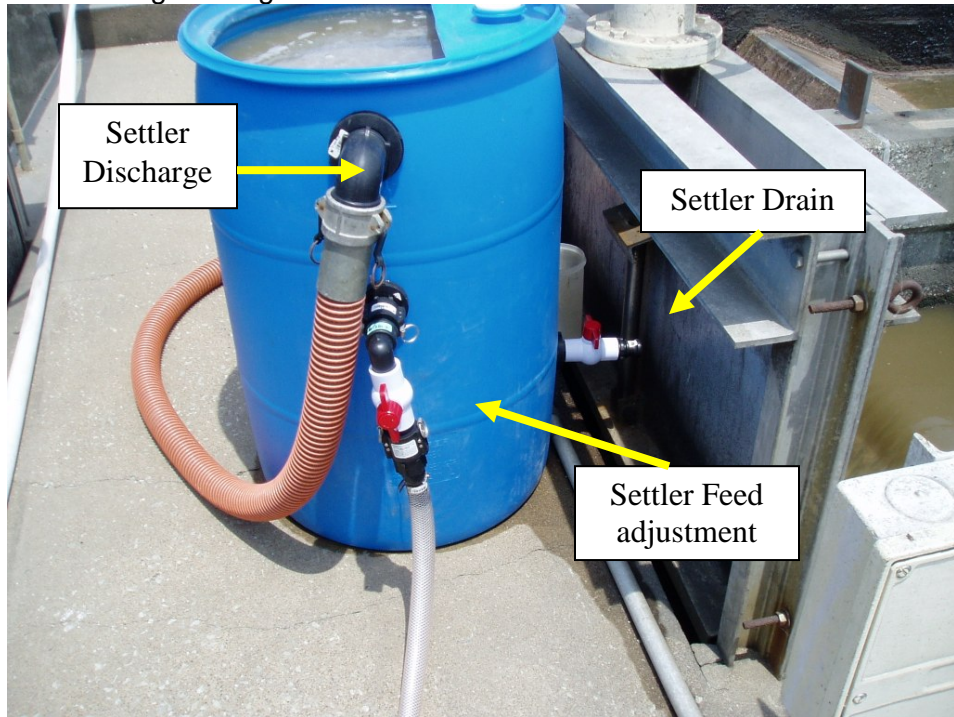


4. Grit Settlers:

- a. A grit settler is used to separate and collect grit from the incoming wastewater
- b. Grit settlers can be constructed out of any large collection vessel, including trash cans, plastic drums, and round storage bins.
- c. Design of settler will include:
  - i. Sample introduction into the side of the settler located at half-height.
  - ii. Sample introduction port will be supplied with a one-inch elbow inside the settler, positioned laterally so that sample velocities are reduced by the side of the settler and a circular rotation is produced.
  - iii. A weir will be located at the top of the settler, positioned in a manner that allows for optimal grit settling while processed wastewater is allowed to exit the settler.
  - iv. One-inch ball valve located on influent sample line to adjust settler feed rate
  - v. One-inch ball valve located approximately 12-inches from bottom of tank to decant supernatant collected in settler at end of sampling trial.
- d. Once flow is supplied, the feed rate will be adjusted to 3 gal/ft<sup>2</sup> of surface area or less. For settlers with a diameter of approximately 24-inches, this is 10-gpm. This allows for collection of grit as small as 50-microns. As a safety measure, feed rates between 7.5 and 8.0-gpm are suggested.
- e. During performance evaluations, settler feed rates will be checked periodically to maintain consistency.
- f. Settler design – Inductor tank



g. Settler Design – 55-gallon drum



5. Sampling:

- a. Sampling times will be scheduled to bracket the peak flow ramp-up to insure collection of grit that has settled in the collection system overnight.
- b. Sampling duration will be six to eight hours unless otherwise specified.
- c. At the end of the trial, samplers will be allowed to settle for ten minutes and the supernatant decanted.

6. Laboratory analysis:

- a. Samples will be wet-sieved and immediately sieved using the following screens

Sieve Size Equivalents			
		Opening	
U.S. Sieve Size	Tyler Equivalent	microns	inches
1/4	3.25 mesh	6300	0.2500
1/8	6.5 mesh	3180	0.1250
#12	10 mesh	1680	0.0661
#20	20 mesh	841	0.0331
#50	48 mesh	297	0.0117
#70	65 mesh	210	0.0083
#100	100 mesh	149	0.0059
#140	150 mesh	105	0.0041
#200	200 mesh	74	0.0029
#270	270 mesh	53	0.0021
Pan			

- b. Sand Equivalent Size determination
    - i. Applies settling characteristics to the physical size distribution.
    - ii. Must be performed on fresh grit prior to solids analysis.
  - c. Sample fractions will be analyzed off-site using the following method
    - i. Dry overnight at 105°C
    - ii. Ash at 550°C for two hours or until burning of organics is complete
    - iii. Data will be reported as "total ash content" in grams.
7. Data analysis:
- a. Using the ashed fractions, cumulative and fractional physical size distributions will be created for influent samples.
  - b. The flow present during the trials will be used to calculate fractional concentrations for influent samples.



Exhibit/Attachment No. C AFFIDAVIT OF NO CONFLICT

STATE OF Florida

COUNTY OF Manatee

BEFORE ME, the undersigned authority, this day personally appeared

Street Lee [Insert Name], as  
President of Engineering [Insert Title] of  
McKim & Creed, Inc. [Insert Company Name],

with full authority to bind, (hereinafter referred to as Company) who being first duly sworn,  
deposes and says that Company:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require Company 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. 21-TA003564SAM

Dated this 11 day of May, 2021.

  
Signature of Affiant

The foregoing instrument was sworn to and acknowledged before me this 11 day of May, 2021, by STREET LEE, as PRESIDENT of Engineering. He / she is personally known to me or has produced \_\_\_\_\_ as identification.

  
Notary Public, State of Florida at Large

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



## EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

### REQUIRED INSURANCES

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

#### **Automobile Liability Insurance Required Limits**

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$2,000,000 Combined Single Limit; OR
- \$ 1,000,000 Bodily Injury and \$1,000,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

*This policy shall contain severability of interests' provisions.*

#### **Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$100,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$           Project Specific Aggregate (Required on projects valued at over \$10,000,000)

*This policy shall contain severability of interests' provisions.*

#### **Employer's Liability Insurance**

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

Worker's Compensation Insurance

**US Longshoremen & Harbor Workers Act**

**Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

**Aircraft Liability Insurance Required Limits**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

**Un-Manned Aircraft Liability Insurance (Drone)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

**Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment,

Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

**Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 3,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 3,000,000 General Aggregate

**Builder's Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

**Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

**Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

**Pollution Liability**

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

**Asbestos Liability (If handling within scope of Contract)**

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

**Disposal**

When applicable, CONSULTANT shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

**Hazardous Waste Transportation Insurance**

CONSULTANT shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

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

**Liquor Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

**Garage Keeper’s Liability Insurance**

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

**Bailee’s Customer Liability Insurance**

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONSULTANT’S care, custody and control.

**Hull and Watercraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

## REQUIRED BONDS

Bid Bond

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

Payment and Performance Bond

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

## I. INSURANCE REQUIREMENTS

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

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

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

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

- b. The CONSULTANT'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance

or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONSULTANT's insurance and shall be non-contributory.

- c. The insurance policies must be on an occurrence form.

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

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

## **II. General Insurance Provisions Applicable To All Policies:**

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

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

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

- c. The project's solicitation number and title shall be listed on each certificate.
- d. CONSULTANT shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.



- e. CONSULTANT agrees that should at any time CONSULTANT fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONSULTANT waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONSULTANT has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONSULTANT'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONSULTANT shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONSULTANT shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONSULTANT's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. CONSULTANT understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONSULTANT'S obligation to provide and maintain the insurance coverage specified.
- k. CONSULTANT understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

### III. BONDING REQUIREMENTS

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

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

Failure to provide the required bonds on the prescribed form may result in CONSULTANT being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05 and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

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

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONSULTANT shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon

filing. Pursuant to Florida Statutes § 255.05(1)(b) COUNTY will make no payment to the CONSULTANT until the CONSULTANT has complied with this paragraph.

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

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

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**CONSULTANT'S INSURANCE STATEMENT**

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

Date: 5/11/21

Consultant's Name: McKim + CREED, INC.

Authorized Signature: [Signature]

Printed Name/Title: STREET LEE, PRESIDENT OF ENGINEERING

Insurance Agency: McGriff Insurance Services

Agent Name: Brittany Yardley

Agent Phone: 919-281-4500

Surety Agency: \_\_\_\_\_

Surety Name: \_\_\_\_\_

Surety Phone: \_\_\_\_\_

**Please return this completed and signed statement with your agreement.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGriff Insurance Services Post Office Box 13941 Durham, NC 27709 919 281-4500	<b>CONTACT NAME:</b> Brittany Yardley
	<b>PHONE (A/C, No, Ext):</b> 919 281-4500 <b>FAX (A/C, No):</b> 8887468761 <b>E-MAIL ADDRESS:</b> nccertificateteam@mcgriff.com
<b>INSURED</b> McKim and Creed Inc 1730 Varsity Dr Ste 500 Raleigh, NC 27606-2689	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	INSURER A : Phoenix Insurance Company      25623
	INSURER B : Navigators Specialty Insurance Company      36056
	INSURER C : Accident Fund General Insurance Co.      12304
	INSURER D : Lexington Insurance Company      19437
	INSURER E : Travelers Property Casualty Co of Amer      25674
	INSURER F : Twin City Fire Insurance Company      29459

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6302G091871PHX	09/05/2020	09/05/2021	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$300,000 MED EXP (Any one person)      \$10,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COMP/OP AGG      \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8105N4432442043	09/05/2020	09/05/2021	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			SF20EXCZ063C	09/05/2020	09/05/2021	EACH OCCURRENCE      \$5,000,000 AGGREGATE      \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?    Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below    N    N/A			WCV6212863	09/05/2020	09/05/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE - EA EMPLOYEE      \$1,000,000 E.L. DISEASE - POLICY LIMIT      \$1,000,000
D	Excess Over Exces			080877946	09/05/2020	09/05/2021	5,000,000/Aggregate
F	Cyber Liability			22MB0292076	09/05/2020	09/05/2021	2,000,000/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Manatee County, a Political Subdivision of the State of Florida is named as Additional Insured's regarding the General Liability and Auto Liability if required by written/executed contract, on a primary and noncontributory basis. Waiver of Subrogation applies to the General Liability, Auto Liability and Workers Compensation if required by contract where permitted by law. Thirty (30) days notice of cancellation except for non-payment of premium applies on the General Liability, Auto Liability, and Workers Compensation policies if required by contract.**

<b>CERTIFICATE HOLDER</b>  Manatee County, a Political Subdivision of the State of Florida Attn: Risk Management Division 1112 Manatee Ave W, Ste 969 Bradenton, FL 34205	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Non-Owned Watercraft – 75 Feet Long Or Less
- B. Who Is An Insured – Unnamed Subsidiaries
- C. Who Is An Insured – Retired Partners, Members, Directors And Employees
- D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
- F. Blanket Additional Insured – Controlling Interest
- G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
- H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
- I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments – Increased Limit
- L. Amendment Of Excess Insurance Condition – Professional Liability
- M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
- N. Contractual Liability – Railroads

### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

## COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

### C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

#### (1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

#### (2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

#### (3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.



**D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES**

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

### H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

### I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:  
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:  
**Sale Of Pharmaceuticals**  
"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
- 5. The following is added to the **DEFINITIONS** Section:  
"Incidental medical services" means:
  - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
  - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:  
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

**M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

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**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

**3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

- 4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

**1.** The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2.** The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 09/05/2020

Policy No. WCV6212863

Endorsement No.

Insured McKim and Creed Inc

Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLIER NOTICE OF CANCELLATION/NONRENEWAL  
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:**

**Number of Days Notice:**

**WHEN WE DO NOT RENEW (Nonrenewal):**

**Number of days Notice:**

**PROVISIONS:**

**A.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

**B.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:**

**Number of Days Notice:**

**WHEN WE DO NOT RENEW (Nonrenewal):**

**Number of Days Notice:**

**NAME:** Manatee County, a Political

**ADDRESS:** Subdivision of the State of  
Florida  
Attn: Risk Management Division

- A.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C.** We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Scott Insurance - Raleigh 2501 Blue Ridge Road Suite 250 Raleigh NC 27607	<b>CONTACT NAME:</b> Toni Dyer	
	<b>PHONE (A/C. No. Ext):</b> 919.341.0746	<b>FAX (A/C. No):</b>
<b>E-MAIL ADDRESS:</b> tdyer@scottins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Berkley Assurance Company (A+)		39462
<b>INSURED</b> McKim & Creed, Inc. 1730 Varsity Drive Venture IV Building, Suite 500 Raleigh NC 27606-2689	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1375205675

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability & Contractor Pollution Liab		Y	PCAB-5013346-0920	9/5/2020	9/5/2021	Each Claim/Aggregate \$5M / \$10M Each Claim/Aggregate \$5M / \$10M Self-Insd Retention \$500K / \$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A waiver of subrogation as respects Professional Liability applies in favor of the Certificate Holder if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**APPROVED** in Open Session  
6/8/2021  
Manatee County Board of County  
Commissioners

## Board of County Commissioners June 8, 2021 - Regular Meeting

### **SUBJECT**

EXECUTION OF AGREEMENT NO. 21-TA003564SAM FOR PROFESSIONAL ENGINEERING SERVICES FOR THE SOUTHEAST WATER RECLAMATION FACILITY (SEWRF) CAPACITY IMPROVEMENTS

### **Category**

CONSENT AGENDA

### **Briefings**

None

### **Contact and/or Presenter Information**

Presenters: Anthony Benitez, Project Engineer, Ext. 7333, and Jeff Streitmatter, Project Management Division Manager, Ext. 7335, Public Works Department, Project Management Division

Contact: Sherri Meier, Procurement Team Leader, Financial Management Department, Procurement Division, Ext. 3042

### **Action Requested**

Authorize the Procurement Official, or designee, to execute Agreement No. 21-TA003564SAM, Professional Engineering Services for the Southwest Water Reclamation Facility Capacity Improvements with McKim & Creed, Inc. in the not-to-exceed amount of \$4,376,208.40 for design and pre-construction services.

### **Enabling/Regulating Authority**

Manatee County Code of Laws

### **Background Discussion**

On December 9, 2020, the County issued Request for Qualifications (RFQ) No. 21-TA003564SAM for Professional Engineering Services for the Southwest Water Reclamation Facility (SEWRF) Capacity Improvements. The objective of the solicitation is to provide complete design, permitting, Construction Management at Risk support and construction phase services for the project. In response to the RFQ, four (4) responsive and responsible proposals were received from the following companies (in alphabetical order):

1. Black & Veatch Corporation
2. Carollo Engineers, Inc.
3. Kimley-Horn and Associates, Inc.
4. McKim & Creed, Inc.

Based on the criteria in the RFQ, the proposals were evaluated on January 27, 2021. The Evaluation Committee conducted interviews on February 17, 2021. On February 18, 2021, the Evaluation Committee reconvened for the final technical evaluation committee meeting and recommended entering into negotiations with McKim & Creed, Inc.

Agreement No. 21-TA003564SAM for Professional Engineering Services for the Southwest Water Reclamation Facility Capacity Improvements with McKim & Creed, Inc. provides for the design, permitting, Construction Manager at Risk support, and construction phase services. McKim & Creed, Inc. shall serve as the engineer of record for the project and be responsible for the delivery of the design package and support services for the project. The total engineering design cost is in the not-to-exceed amount of \$4,376,208.40.

#### **Attorney Review**

Not Reviewed (Utilizes exact document or procedure approved within the last 18 months)

#### **Instructions to Board Records**

Original to Board Records.

[Emailed 6/10/2021](#)

Email copies to:

- McKim & Creed, Inc.; Street Lee (slee@mckimcreed.com) / Mitchel Chiavaroli (mchiavaroli@mckimcreed.com)
- Procurement Division: Sherri Meier (sherri.adamsmeier@mymanatee.org) / (approvedeagendas@mymanatee.org)
- Public Works: Anthony Benitez (anthony.benitez@mymanatee.org) / Mya Harden (mya.harden@mymanatee.org)

#### **Cost and Funds Source Account Number and Name**

\$4,376,208.40 / 4066106080-531000 / Sewer Facility Investment Fees

#### **Amount and Frequency of Recurring Costs**

N/A

Project Map

Southeast Water Reclamation Facility Capacity Improvements Agreement No. 21-TA003564SAM

**Project Map**

