



CONSULTANT COMPETITIVE NEGOTIATION ACT

(CCNA)

AGREEMENT No. 26-R090083RB

PROFESSIONAL SERVICES FOR THE OWNER'S

ADVISOR

between

MANATEE COUNTY

(COUNTY)

and

CAROLLO ENGINEERS, INC.

(CONSULTANT)

AGREEMENT FOR PROFESSIONAL SERVICES FOR THE OWNER'S ADVISOR

THIS AGREEMENT is made and entered into as of this 22nd day of September, 2026 (“Effective Date”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 9000 Town Center Parkway, Lakewood Ranch, Florida 34202, and **Carollo Engineers, Inc.**, a Delaware corporation, (“**CONSULTANT**”) with offices located at 301 North Cattlemen Road, Suite 302, Sarasota, FL 34232, 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 Professional Services for the Owner's Advisor; 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. 26-R090083RB and **COUNTY** thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code and Florida Statute § 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 six (6) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Work Assignment
- Exhibit D** Affidavit of No Conflict
- Exhibit E** Anti-Human Trafficking Affidavit
- Exhibit F** Insurance 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 Effective Date and continue for an initial term of one (1) year.
- B. COUNTY reserves the right to extend the initial term of one (1) year for an additional four (4), one (1) year extensions not to exceed a total of five (5) years.
- C. This Agreement shall remain in force until all Work Assignments issued during the effective period of this Agreement are completed, unless terminated by COUNTY pursuant to Article 12.

ARTICLE 4. COMPENSATION

- A. Compensation payable to CONSULTANT for the Services and expenditures incurred in providing the Services shall be established for each written Work Assignment issued in accordance with Article 9.
- B. Compensation to CONSULTANT shall be based on actual hours performed times fee rate of the individual performing the Services, plus reimbursable expenses up to the maximum compensation authorized for each Work Assignment.
- C. The fee rates specified in **Exhibit B** shall be the total compensation for Services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the Services 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. If any Work Assignment requires units of deliverables, then such units must be received and accepted in writing by the COUNTY prior to payment.
- H. All costs of providing the Services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- I. Any dispute between COUNTY and CONSULTANT with regard to the percentage of the Work Assignment that has been completed or CONSULTANT'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 14 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONSULTANT

- A. CONSULTANT shall appoint an Agent with respect to the Services. 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.
- E. CONSULTANT shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit D**.

- F. CONSULTANT shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT'S work under this Agreement. CONSULTANT shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONSULTANT shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the 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. WORK ASSIGNMENTS

- A. CONSULTANT shall provide Services only after receipt of a written Work Assignment issued in accordance with this Article and in accordance with the form provided in **Exhibit C**. Work Assignments shall be signed by CONSULTANT and COUNTY and shall constitute supplemental agreements entered into under the terms and conditions of this Agreement.
- B. Each Work Assignment shall establish the following:
 - 1. A title for the project and a general description of the purpose for the work.
 - 2. From the Services listed in **Exhibit A**, the specific Services to be provided under the Work Assignment and any additional information necessary to describe the nature of these Services.
 - 3. The maximum total compensation and reimbursable expenses that will be paid to CONSULTANT by COUNTY upon completion of the Work Assignment. The Services shall be furnished for a fixed fee and reimbursable expenses, if any, shall be explicitly provided for in the Work Assignment.

4. An agreed upon date of completion for each Work Assignment. Where identified Services within a Work Assignment must be completed by a specific date prior to the completion of the entire Work Assignment, such date shall be stated in the Work Assignment.
 5. Additional duties and obligations of the Parties with respect to a Work Assignment that are not provided for in this Agreement.
 6. The identification of the person(s) who will serve as CONSULTANT'S Project Manager and COUNTY'S Project Manager for the Work Assignment.
- C. When a Work Assignment calls for the preparation of plans, specifications, maps and reports, these items as well as all data collected, together with summaries and charts of said data, shall be considered works made for hire and shall become the property of COUNTY without restriction or limitation on their use; and shall be made available, upon request, to COUNTY at any time. CONSULTANT shall not copyright any material or product developed under this Agreement.
- D. All final plans, documents, reports, studies and other data prepared by CONSULTANT shall bear the endorsement of a person in the full employ of CONSULTANT.
- E. It shall be the responsibility of CONSULTANT to ensure that all Services are completed timely. If the completion of a Service is expected to be delayed, CONSULTANT shall promptly submit a written request to the Project Manager which identifies the reason(s) for the delay and the amount of time related to each reason. The Project Manager will promptly review the request and make a determination as to granting all or part of the requested extension. If the Project Manager determines that an extension of a Work Assignment deadline is appropriate, a recommendation for a Change Order shall be initiated.
- F. Any Work Assignment, including reimbursable expenses, shall not be effective until approved and executed by the County.
- G. When a Work Assignment is complete, CONSULTANT shall notify COUNTY in writing. Thereupon COUNTY, within thirty (30) days, shall either provide its written acceptance or give CONSULTANT written notice of any unfinished or improperly performed services to be finished or corrected. If such written notice of acceptance or exception is not given within this period of time, the Services shall be deemed to have been accepted by COUNTY. However, acceptance of the Services shall never be construed as an acceptance of improper, defective or deficient work.

ARTICLE 10. NEGOTIATION OF WORK ASSIGNMENT

For each project, grouping of substantially similar Services and activities for a group of projects, feasibility studies or special projects, COUNTY shall negotiate each Work Assignment based upon estimated hours and/or fee rates, projected by CONSULTANT and in accordance with the rate schedule specified in **Exhibit B**. Compensation for each Work Assignment shall be based on actual hours performed and/or fee rates, but in no event shall CONSULTANT be eligible for

reimbursement in excess of the amount established in a Work Assignment. COUNTY'S Purchasing Official may authorize, in writing, in advance, adjustments in the compensation for particular phases or Tasks established in the Work Assignment provided such adjustments do not exceed the maximum compensation and reimbursable expenditures authorized for the particular Work Assignment.

ARTICLE 11. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 12. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement (Work Assignments, if applicable), to include:
 - a. Failure to provide products or Services that comply with the specifications herein or; that fail to meet COUNTY'S performance standards;
 - b. Failure to deliver the supplies or perform the Services within the time specified in the Work Assignments; or
 - c. Progress that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of the Agreement.
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, or individual Work Assignments without cause. COUNTY shall provide CONSULTANT a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONSULTANT shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONSULTANT to properly perform pursuant to this Agreement. CONSULTANT shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 13. TRANSITION SERVICES UPON TERMINATION

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

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

ARTICLE 14. DISPUTE RESOLUTION

- 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 15. COMPLIANCE WITH LAWS

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

ARTICLE 16. NON-DISCRIMINATION

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. 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 17. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

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 principals or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 18. PUBLIC RECORDS

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

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

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

BY PHONE: 941.742.5845
BY EMAIL: PUBLIC.RECORDS@MYMANATEE.ORG
BY MAIL: PO BOX 1000
BRADENTON, FLORIDA 34206
IN PERSON: MANATEE COUNTY
ATTN: RECORDS MANAGER
1112 MANATEE AVENUE WEST

BRADENTON FL 34205

ARTICLE 19. 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 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. 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.
- 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 20. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 21. INSURANCE

- A. CONSULTANT shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit F**, 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 F** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

- 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 F**, 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 22. 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 23. 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 or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 24. KEY PERSONNEL

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

Andrew Gilmore, PE
Lauara Baumberger, Principal-in-Charge

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 25. 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 26. 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 27. NOTICES

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

To COUNTY:

Manatee County Government
Utilities
Attention: Project Engineer
9000 Town Center Pkwy
Lakewood Ranch, FL 34202
Phone: (941) 748-4501
Email: paul.haas@mymanatee.org

To CONSULTANT:

Carollo Engineers, Inc.
Attention: Andrew Gilmore, PE
301 North Cattlemen Rd. Suite 302
Sarasota, FL 34232
Phone: (941) 893-6476
Email: agilmore@carollo.com

ARTICLE 28. 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 29. 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 30. 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 31. 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 32. 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 33. 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 34. 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 35. 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 36. 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 37. 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 38. 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 39. 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 40. 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 41. 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 42. E-VERIFY

The CONSULTANT, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONSULTANT or subcontractor. The CONSULTANT hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONSULTANT shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONSULTANT enters into a contract with a subcontractor, the subcontractor shall provide the CONSULTANT with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

ARTICLE 43. FUNDS FOR IDENTIFICATION DOCUMENTS

No funds provided by the COUNTY pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

ARTICLE 44. ANTI-HUMAN TRAFFICKING

CONSULTANT shall provide County with a sworn affidavit signed by an officer or a representative of CONSULTANT under penalty of perjury attesting that CONSULTANT does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes.

ARTICLE 45. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

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

CAROLLO ENGINEERS, INC.

By: Laura Baumberger

Printed Name: Laura Baumberger

Title: Senior Vice President

Date: 8/25/26

CAROLLO ENGINEERS, INC.

By: Andrew Gilmore

Printed Name: Andrew Gilmore

Title: Senior PM, VP

Date: 8/25/26

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

Brent Sargent,
CPPO, CPPB, NIGP-
CPP, FCCM, FCCN

Digitally signed by Brent
Sargent, CPPO, CPPB, NIGP-CPP,
FCCM, FCCN
Date: 2026.09.25 10:33:38 -04'00'

Brent Sargent, CPPO, CPPB, NIGP-CPP, FCCM, FCCN

Purchasing Official

Date: 9/22/2026

EXHIBIT A, SCOPE OF SERVICES

EXHIBIT A, SCOPE OF SERVICES

A.01 SCOPE

Successful Proposer (hereinafter in this Scope referred to as “Consultant”) shall provide all labor, materials, equipment, supplies and travel to provide Professional Services to include, but not be limited to, the following disciplines and sub-disciplines:

- A. Engineering
- B. Surveying and Mapping
- C. Landscaping architectural design
- D. Civil
- E. Mechanical
- F. Electrical
- G. Plumbing
- H. Structural
- I. Transportation
- J. Environmental / Natural Resources
- K. Water Resources / Stormwater Management (includes stormwater, potable water, reuse water, conveyance, supply, transmission, treatment, storage, etc.)
- L. Coastal and Marine Engineering
- M. Inspection services

A.02 ASSIGNMENT OF PROJECTS

As projects arise and are funded during the Agreement term that requires Professional Services, the County will select a Consultant from the Library with the requisite expertise and negotiate the scope of services and basis of compensation for a Work Assignment for the specific project.

The projects the county will be utilizing this contract for are the Lake Manatee WTP D Basin Addition (PJPW02282), North Regional Water Reclamation Facility Expansion 12.5 MGD (PJPW02247), PCCP Pipe Replacement and Rehabilitation (CIP’s PJPW02260, PJPW02262, PJPW02277, PJPW02311, PJTP25003) and the Pipeline Resiliency Project (Project number to be determined).

The County does not guarantee any minimum or maximum services to be ordered during the Agreement term from any Consultant. Work Assignment assignments shall be at the sole discretion of the County.

A.03 GENERAL DUTIES OF CONSULTANT

The relationship of the Consultant to the County will be that of a professional Consultant, and the Consultant will provide the professional and technical services required under this Agreement and any subsequent Work Assignment in accordance with professional practices and ethical standards. No employer/employee relationships shall be deemed to be established and the consultant, its agents, subcontractors, and employees shall be independent contractors at all times.

It shall be the responsibility of the Consultant to work with the County and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the County

objectives as set forth in the Work Assignment, which will be made a part of this Agreement upon execution by both parties.

The County will establish a budget for each Work Assignment. The Consultant shall be responsible for providing, at no additional cost to the County, new designs, drawings, specifications, reports and other applicable services if Contractor exceeds the budget for the entire project through completion of the design phase of the project; however, nothing contained herein shall require the Consultant to bear additional costs if the additional costs are a result of a change in the Work Assignment scope of services directed by the County.

The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, compliance with laws, regulations and rules, and the coordination with all appropriate agencies of all designs, drawings, specifications, reports and other Professional Services provided by the Consultant. If the County, in its sole discretion, determines there are errors, omissions or other deficiencies in the Consultant's designs, drawings, specifications, reports and other services, the Consultant shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the County.

The successful Consultant shall solely be responsible for providing the Owner's Advisor services in accordance with Exhibit 1 – Scope of Services and shall be prohibited from submitting a proposal as either the prime consultant or a subconsultant on any Utilities Capital Improvement Plan (CIP) projects for the duration of the successfully negotiated agreement unless authorized in writing by the Manatee County Purchasing Official. This prohibition shall not extend to Transportation CIP projects which may peripherally include some element of water and wastewater conveyance work as matter of necessity if such projects are administered by the Public Works Department and the utility work comprises an insignificant percentage of project capital cost. If the successful firm or team members are currently engaged in work for Manatee County Government, the firm shall submit, along with their proposal, a proposed plan for establishing administrative controls to prevent potential conflicts of interest in managing/overseeing ongoing projects.

A.04 GENERAL REQUIREMENTS OF CONSULTANT

Consultant shall meet the following requirements:

- A. Assist in defining design-build project objectives and priorities; assist in determining the goals, challenges and constraints of the Project;
- B. Assist in managing Owner expectations; developing the procurement plan, schedule and procedures;
- C. Assist with the development of solicitation documents for design-build; competition process meetings, inquiries and addenda; establishing qualifications selection criteria and methodology and support determination of shortlisting of the most highly qualified submissions;
- D. Provide on-site inspection of the construction activities. Report and advise the Owner of the observations and potential conflicts or issues;
- E. Review and approve payments and construction related submittals;
- F. Review project progress;

- G. Verify quantity calculations and field measurements for payments;
- H. Provide photographic documentation for pre-construction state and construction progress through the use of digital cameras and drones;
- I. Participate in progress meetings;
- J. Serve as a project advisor to the Owner;
- K. Oversee the Construction contract process with monitoring and administration, including the services of a full-time resident project representative along with required inspections (CEI);
- L. Assistance with the Close-Out of the Project;
- M. Assist the Owner with Warranty books and punch list items;
- N. The Owners' Representative shall be responsible for any grant management.
- O. Development of Project Website to track progress of Projects, organize schedules, track budgets, track risk registries, and include links to all pertinent documents.
- P. Review preconstruction documents such as engineering evaluations, preliminary design reports, basis of design reports, design documents (30%, 60%, 90%, Final), Biowin models, pipe modeling results, etc., as requested by the County.
- Q. Review and comment on Cost Estimates, Cost Models, and Guarantee Maximum Price (GMP) submittals.
- R. Develop and maintain Risk Registries.
- S. Provide advice and expertise in any of the areas related to the design and construction of the new water/wastewater treatment plants and pipe replacement (not-all inclusive):
 - a. Construction practices
 - b. Geotechnical Engineering
 - c. Electrical Engineering
 - d. Structural Engineering
 - e. Instrumentation and controls
 - f. Mechanical Engineering
 - g. Water Treatment/Wastewater Treatment Design and Operations

A.05 COUNTY RESPONSIBILITIES

The County shall be responsible for the following:

- A. Construction Plans,
- B. Technical Specification Package,
- C. Copy of the Executed Construction Contract, and
- D. Utility Agency's Approved Product List

A.06 ACCESSIBILITY

Consultant shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Consultant shall provide clear points of contact for each document and information technology to direct users in how to

obtain alternate formats. Further, Consultant shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

END EXHIBIT A

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

Fees for the Services detailed in this Agreement shall be as set forth in this **Exhibit B**.

[Remainder of page intentionally left blank]

EXHIBIT “B”

**PROFESSIONAL SERVICES - FOR LAKE MANATEE WTP D BASIN ADDITION,
NORTH REGIONAL FACILITY EXPANSION TO 12.5 MGD, PCCP PIPE
REPLACEMENT AND REHABILITATION, AND PIPELINE RESILIENCY
PROJECTS.**

HOURLY FEE RATE SCHEDULE

AGREEMENT 26-R090083RB

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

Classification/ Job Title	Hourly Billing Rate
Principals	\$ 285.28
Senior Technical Advisor III	\$ 340.00
Senior Technical Advisor II	\$ 317.36
Senior Technical Advisor I	\$ 281.36
Senior Project Manager	\$ 245.63
Senior Engineer/Scientist II	\$ 215.88
Senior Engineer/Scientist I	\$ 189.45
Project Manager	\$ 188.35
Senior Planner	\$ 187.10
Planner	\$ 164.65
Senior Project Engineer	\$ 175.14
Project Engineer II	\$ 160.81
Project Engineer I	\$ 149.80
Engineer Intern	\$ 146.50
Senior GIS Analyst	\$ 171.06
Project GIS Analyst	\$ 133.64
Senior CADD Advisor	\$ 206.60
CADD Supervisor	\$ 154.95
Designer I	\$ 123.96
Document Processor	\$ 132.22

Administrative Assistant	\$ 95.83
Construction Administrator I	\$ 132.18
Construction Administrator II	\$ 159.71
Senior Construction Manager	\$ 225.00
Construction Manager	\$ 190.00
Project Representative I	\$ 109.04
Project Representative II	\$ 135.48
Project Representative III	\$ 156.41
Operations Specialist	\$ 250.00

CONSULTANT requests for escalation of hourly billing rates shall be based on national published indices and will be reviewed annually by the COUNTY.

SCHEDULE OF REIMBURSABLE & ADDITIONAL CHARGES

COUNTY will reimburse CONSULTANT for the following:

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

Plan Sheet (24" x 36")	\$ 1.50	Per Sheet
Plan Sheet (oversize)	Actual Cost	
Color Photocopies (8 ½" X 11")	\$ 2.00	Per Page
Copy Machine Reproductions	\$ 0.15	Per Copy

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

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 per Florida Statute

- C. Actual charge for application fees charged in the process of obtaining the permits outlined in the scope of work as documented by copies of original invoices.

- D. Actual charge 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 invoice.
- E. 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.
- F. Actual direct costs of subconsultant and subcontractors approved by the County, plus an administrative fee of 5%.

EXHIBIT “B”

**PROFESSIONAL SERVICES - FOR LAKE MANATEE WTP D BASIN ADDITION,
NORTH REGIONAL FACILITY EXPANSION TO 12.5 MGD, PCCP PIPE
REPLACEMENT AND REHABILITATION, AND PIPELINE RESILIENCY
PROJECTS.**

HOURLY FEE RATE SCHEDULE

AGREEMENT 26-R090083RB

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

MARSH WAGNER (SUBCONSULTANT)

Classification/ Job Title	Hourly Billing Rate
Principals	\$ 285.28
Senior Technical Advisor II	\$ 317.36
Senior Technical Advisor I	\$ 281.36
Senior Construction Manager	\$ 225.00
Construction Manager	\$ 190.00

SUBCONSULTANT requests for escalation of hourly billing rates shall be based on national published indices and will be reviewed annually by the COUNTY.

SCHEDULE OF REIMBURSABLE & ADDITIONAL CHARGES

COUNTY will reimburse SUBCONSULTANT for the following:

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

Plan Sheet (24” x 36”)	\$ 1.50	Per Sheet
Plan Sheet (oversize)	Actual Cost	
Color Photocopies (8 ½” X 11”) \$	\$ 2.00	Per Page
Copy Machine Reproductions	\$ 0.15	Per Copy

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

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 per Florida Statute

- C. Actual charge for application fees charged in the process of obtaining the permits outlined in the scope of work as documented by copies of original invoices.
- D. Actual charge 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 invoice.
- E. 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.

EXHIBIT C, WORK ASSIGNMENT

WORK ASSIGNMENT NUMBER: _____

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

TITLE OF THE PROJECT: _____

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

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

Attachment 1: Scope of Services

Attachment 2: Hourly Fee Schedule

Attachment 3: Schedule

Compensation to CONSULTANT for rendering all of the above identified Services shall not exceed \$_____. Compensation for the Tasks shall not exceed the amounts set forth as follows:

Task/Description #_____ - \$_____

Task/Description #_____ - \$ _____

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

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

CONSULTANT agrees to perform the Services in accordance with this Agreement No. 26-R090083RB for Professional Services for the Owner's Advisor Services and this Work Assignment dated ____.

CAROLLO ENGINEERS, INC.

BY: _____

Printed Name: _____

Title: _____

Date: _____

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

Purchasing Official

Date: _____

EXHIBIT D, AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Sarasota

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
Laura Baumberger, as [INSERT TITLE] Senior Vice President of
[INSERT CONSULTANT NAME] Carollo Engineers, Inc. (hereinafter
"CONSULTANT") with full authority to bind, who being first duly sworn, deposes and says that
CONSULTANT:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

CONSULTANT makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 26-R090083RB for PROFESSIONAL SERVICES FOR THE OWNER'S ADVISOR

DATED this 25th day of August, 20 26.


CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this 25th day of August, 2026, by [NAME] Laura Baumberger, as [TITLE] Senior Vice President of [CONSULTANT] Carollo Engineers, Inc.. He / She is personally known to me or has produced _____ [TYPE OF IDENTIFICATION] as identification.


Notary Signature
Commission No. HH 334778



Please return this completed and signed statement with your agreement.

EXHIBIT E, ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Laura Baumberger, who was sworn and says that the following information is true and correct:

1. My name is Laura Baumberger of Carollo Engineers, Inc.. I have been authorized by the Company to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Company is a nongovernmental entity and I hereby attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Laura Baumberger
Signature

STATE OF Florida
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of

- ☒ physical presence or
☐ online notarization

this 25th day of August, 2026, by Laura Baumberger, who

- ☒ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Michelle Ryan
Signature of Notary Public

My Commission Expires: 12/11/26

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

Please return this completed and signed statement with your agreement.

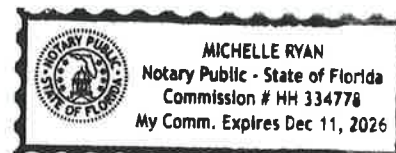


EXHIBIT F, INSURANCE AND BOND REQUIREMENTS

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
- \$2,000,000 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:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 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 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 this RFP.

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

[Remainder of page intentionally left blank]

CONSULTANT'S INSURANCE STATEMENT

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

Date: _____

Consultant's Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: Lockton Companies, LLC

Agent Name: Tiffany Garcia

Agent Phone: 816-960-9881

Surety Agency: N/A

Surety Name: _____

Surety Phone: _____

Please return this completed and signed statement with your agreement.



CERTIFICATE OF LIABILITY INSURANCE

7/4/2027

DATE (MM/DD/YYYY)

8/24/2026

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).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C No, Ext):	
INSURED 1472602 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Company	16535
	INSURER B: Allied World Surplus Lines Insurance Company	24319
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 23959814**REVISION NUMBER:** XXXXXXXX

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
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO 9730569-06	7/4/2026	7/4/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP 9730571	7/4/2026	7/4/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX DED: COMP/COLL \$ 2,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC 9730570	7/4/2026	7/4/2027	☒ PER STATUTE ☐ 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
B	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	Y	0313-9010	7/4/2026	7/4/2027	EACH CLAIM: \$2,000,000; AGGREGATE: \$2,000,000

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

Agreement No. 26-R090083RB. Manatee County, a Political Subdivision of the State of Florida, is additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER**CANCELLATION** See Attachments**23959814**

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Ave. West, Ste. 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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Waiver of subrogation applies to general liability, auto liability, professional liability, and workers compensation/employer's liability where allowed by state law and as required by written contract. General Liability and Auto Liability include severability of interests. Thirty (30) days' notice of cancellation by the insurer will be provided to the certificate holder, ten (10) days' notice in the event of nonpayment of premium.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No. 0313-9010
Issued to Carollo Engineers, Inc.
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s): _	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	30

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

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POLICY NUMBER: GLO 9730569-06

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	30

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 34****NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

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.)

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.
Insurance Company Zurich American Insurance Company

WC 99 06 34

POLICY NUMBER: GLO 9730569-06

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance; whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569-06

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569-06

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569-06

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition 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, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law. Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Waiver Of Subrogation (Blanket) Endorsement

Policy No. GLO 9730569-06

Eff. Date of Pol. 7/4/2026

Exp. Date of Pol. 7/4/2027

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:
If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights applies only with respect to the above contract(s) and shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

U-GL-925-A CW (12/01)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 04-84)

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 you are required to waive your rights of recovery in a written contract, agreement or permit with the Named Insured.

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.)

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.

Insurance Company Zurich American Insurance Company

WC 00 03 13

POLICY NUMBER
BAP 9730571

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Zurich American Insurance Company

Endorsement Effective Date: 7/4/2026

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization you are required to waive your rights of recovery in a written contract, agreement or permit with the named insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Insured: Carollo Engineers, Inc.

Policy No: 0313-9010

Policy Effective Date: 7/4/2026

Underwriting Company: Allied World Surplus Lines Insurance Company

VIII. CONDITIONS

N. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The **Company** agrees to waive its right of subrogation against any client of the **Insured** for a **Claim** which is covered by this Policy to the extent that the **Insured** had, prior to such **Claim** having been made and reported to the **Company**, whichever is earliest, a written agreement to waive such rights. Any recoveries shall be applied first to subrogation expenses, second to **Damages** and **Defense Expenses** paid by the **Company**, and third in satisfaction of the Policy Deductible shown in Item 4. of the Declarations. Any additional amounts recovered shall be paid to the **First Named Insured**.



September 22, 2026 - Regular Meeting

Subject

Execution of Agreement No. 26-R090083RB for Professional Services for the Owner's Advisor, Patrick Shea, Utilities Director – Multiple Districts

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Presenter: Patrick Shea, Utilities Director, Ext. 5389

Action Requested

Authorize the Purchasing Official, or designee, to execute Agreement No. 26-R090083RB for Professional Services for the Owner's Advisor with Carollo Engineers, Inc.

Enabling/Regulating Authority

Manatee County Code of Laws

Applicable Advisory Board

N/A

Background Discussion

On April 30, 2026, the County advertised Request for Qualifications (RFQ) No. 26-R090083RB for Professional Engineering Services for Lake Manatee WTP D Basin Addition, North Regional Water Reclamation Facility Expansion to 12.5 MGD, PCCP Pipe Replacement and Rehabilitation, and Pipeline Resiliency Projects. The objective of RFQ No. 26-R090083RB was to select an engineering firm to provide professional engineering services as the Owner's Advisor for projects throughout the County.

In response to RFQ No. 26-R090083RB, one (1) responsive and responsible proposal was received from the following firm:

1. Carollo Engineers, Inc.

On June 23, 2026, the Evaluation Committee conducted technical evaluations of Carollo Engineer's Inc. proposal.

The Evaluation Committee conducted discussions with Carollo Engineers, Inc., and on June 30, 2026, the Evaluation Committee convened for the final technical evaluation committee meeting to review the responses and recommended entering into contract negotiations with Carollo Engineers, Inc.

The Agreement is structured as a Work Assignment agreement through which Work Assignments are negotiated and issued to the consultants on a per project as-needed basis. The Work Assignment (in accordance with Agreement No. 26-R090083RB's Scope of Services) outlines the Scope of Services for the individual project and establishes a not-to-exceed amount per task based on the number of hours projected to complete the tasks and the negotiated fee rates. Any individual Work Assignment with an aggregate total exceeding Purchasing Category 4 (\$500,000.01 and above) is required to be presented to the Board of County Commissioners for approval prior to the commencement of work.

The Utilities Department is requesting funding for this agreement be directly associated to the Board of County Commissioners (BCC)-approved departmental budget. Any deviation in funding will require a Budget Amendment to be brought before the Board of County Commissioners for approval prior to processing the requested Release order.

Attorney Review

Other (Requires explanation in field below)
Not submitted for legal review

Instructions to Board Records

Original to Board Records.

Copies to:

Utilities Department: Paul Haas (paul.haas@mymanatee.org), Patrick Shea (Patrick.shea@mymanatee.org) and Stephanie Swope (stephanie.swope@mymanatee.org)

Procurement Division: Ryan Blackmer (ryan.blackmer@mymanatee.org)/(approvedeagendas@mymanatee.org)

Distributed 9/25/26, RT

Cost and Funds Source Account Number and Name

Various Account Codes Based on Specific Project

Amount and Frequency of Recurring Costs

N/A