

October 13th, 2026

Approved in Open Session
10/13/26
Manatee County Port Authority

AGENDA ITEM 9: BERTH RECONSTRUCTION PROFESSIONAL SERVICES CONTRACT AWARD

BACKGROUND:

Port staff issued a Request for Qualifications (RFQ) MCPA-RFQ-E-26-001 for its Berth Reconstruction Planning, Permitting, & Design professional services project in accordance with Chapter 287.055 Florida Statutes, the Consultants' Competitive Negotiations Act (CCNA). The RFQ was issued April 23, 2026 with responses received from WSP USA Inc., GHD Inc., HDR Inc., Moffatt & Nichol and Bermello Ajamil & Partners, Inc. (Miami).

An Evaluation Committee was formed to reviewed and ranked each Response, and met to discuss the final rankings. A consensus was reached on recommending HDR Inc. to Manatee County Port Authority for certification and authorization to negotiate a contract.

Manatee County Port Authority has negotiated a contract and a Pre-Engineering Phase scope of work proposal with HDR Inc. The Pre-Engineering Phase will complete field investigations and concept design, so that a construction solution for each Berth is determined and costed. The fee associated with this phase of the project will be \$3,483,369.81, with a \$200,000.00 contingency for unforeseen testing to be performed. The PIDP 24 grant will be used to fund this project.

ATTACHMENTS:

- MCPA – HDR – Professional Services Contract – Berth Reconstruction Planning, Permitting, & Design

COST AND FUNDING SOURCE:

\$3,683,369.81 PIDP 24 Grant

CONSEQUENCES IF DEFERRED:

Delay in design and permitting, which could result in loss of funding.

LEGAL COUNSEL REVIEW: Yes

RECOMMENDATION:

Move to approve and authorize the Chairman to execute the contract between the Manatee County Port Authority and HDR Engineering Inc in the amount of \$3,483,369.81, and approve a project contingency of \$200,000.00, pending receipt of appropriate insurance coverages.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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MANATEE COUNTY PORT AUTHORITY
BERTH RECONSTRUCTION PLANNING, PERMITTING, & DESIGN

PROFESSIONAL DESIGN SERVICES

RFQ# MCPA-RFQ-E-26-001

DATE: 06/16/2026

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between Manatee County Port Authority (Owner) and HDR Engineering, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Berth Reconstruction Planning, Permitting, & Design (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as engineering services related to inspection, analysis, design, reporting, and permitting to develop construction drawings for the reconstruction of Berths 6, 7, 8, 10, and 11, and to strengthen the existing Berths 4/5, 12, and 14 to prepare for deepening of the harbor at SeaPort Manatee, which are further outlined in the proposal from Engineer dated 10/07/2026 titled "MCPA-RFQ-E-26-001 Berth Reconstruction Planning, Permitting & Design Professional Services, HDR Proposal for Pre-Engineering Services R1".

Owner conducted public announcement, qualification, competitive selection and competitive negotiation procedures for this contract in accordance with Section 287.055 of the Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). The request for proposals (MCPA-RFQ-E-26-001, Berth Reconstruction Planning, Permitting, & Design) (the "RFQ") was publicly advertised on April 24th, 2026. Five (5) submittals were received by the deadline, including the Engineer's submittal. The submittals were opened on May 21st, 2026. An Evaluation Committee met during a recorded meeting on May 28th, 2026, and reached consensus on the ranking order. The Owner certified the ranking of firms, which included the Engineer, as qualified and authorized negotiation of the Agreement at its June 16th, 2026, public meeting. The Owner has determined that it is necessary, expedient, and in its best interest to enter into this Agreement with the Engineer for the performance of professional consulting services in connection with Port Manatee

Engineer submitted and stands behind its submittal in response to the above RFQ as accepted into the record of the Owner on May 21st, 2026, with the knowledge that the Owner is relying thereon as an inducement for entering into this Agreement. The Engineer acknowledges that the Owner also relied upon the Engineer's representations identified in this Agreement as an inducement for entering into this Agreement

Engineer warrants it is duly permitted by the laws of the State of Florida to render engineering services in the State of Florida and that one or more of its officers and employees are duly registered as professional engineers in the State of Florida. The Engineer is legally authorized to and, by capacity and experience, is qualified to perform and render all of the professional consulting engineering services identified in this Agreement and the professional qualifications of the Engineer was material inducement for the Owner to enter into this Agreement with the Engineer. The Engineer recognizes that in rendering or performing professional services pursuant to the provisions of this Agreement, the Engineer is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry and based upon said recognition, the Engineer shall in all of its relationships with the Owner pursuant to the provisions of 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 services. The Engineer, in representing the Owner, shall promote the best interest of the Owner and assume towards the Owner a responsible professional relationship consistent with fair dealing between Engineer and the Owner as outlined in Section 1.01(C) below. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the Engineer any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Engineer represents that it has complied with the provision of Section 287.055(6) of the Florida Statutes. The Engineer currently has no potential or actual conflict of interest with respect to providing professional services to the Owner. The Engineer agrees to notify the Owner in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the professional services to be performed for the Owner. The Engineer agrees that it must not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, field investigations, observations, and inspections; prepare reports of analyses, evaluation, and studies; design and engineering services; as set forth herein and in Exhibit A to deliver Pre-Engineering, Preliminary Design, and Final Design submittals of the Project and to provide permitting and NEPA supporting services, with the Owner requesting Added Services as needed during Bidding/Proposal, Construction and Post Construction phases.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.
- C. Engineer shall perform all services in accordance with generally accepted professional standards. The Engineer shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work. All Engineer work of any kind must conform to and be in compliance with applicable codes, laws, ordinances, regulations and restrictions, guidelines, standards, procedures and directives.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent such information is known, Owner may have provided the following in the RFQ or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data to be used by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information

and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Basic or Additional Services. Such additional information or data may include the following:

1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Surveys, topographic mapping, hydrographic survey, and utility documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions, as determined in the sole discretion of the owner, pertaining thereto.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding invitation to bid, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. bidding and contract requirements of funding, financing, or regulatory entities;

6. other specific conditions applicable to the procurement of construction or contract documents;
 7. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for the following unless otherwise specified in the Engineer's responsibility and scope of work:
1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
 - E. Owner may delegate in the Construction Documents to Contractor, or others the responsibilities set forth in Paragraphs 2.03.C and D.
- 2.04 Owner's General Responsibilities
- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
 - B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change. Funding for this project is being made from the U.S. Department of Transportation Maritime Administration ("MARAD"), pursuant to the Grant Agreement under the Fiscal Year 2024 Port Infrastructure Development Program ("PIDP"), Federal Award Identification Number 693JF72540027, , for SeaPort Manatee – Planning Grant – Berth Reconstruction Engineering and Permitting, and the Florida Department of Transportation (the "FDOT"), pursuant to Grant Agreement, Financial Project Number 433457-1-94-09, Contract Number G3200, for SeaPort Manatee's Berth Rehabilitation initiative (the "Grant"). Engineer has reviewed the Grants and agrees to comply with all of the requirements under the Grants and complete the Engineer's Certification of Compliance to both Departments if required by the Owner, MARAD, or FDOT. Failure of the Engineer to comply with any provision of the Grants will be grounds for immediate termination of this Contract and potential liability to the Port for loss of grant money.
 - C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
 1. Access to Owner's facilities are controlled pursuant to seaport security requirements that change from time to time to comply with applicable governing laws, rules and regulations. Engineer is responsible for compliance with all of the applicable seaport security requirements, including obtaining Transportation Worker Identification Credentials (TWIC) as necessary for access to the Port to perform the services pursuant to this Contract. The Owner's Security Access Control at (941) 722-6455 is the appropriate contact for information on the latest requirements. Escorts needed due to lack of TWIC credentials will not be provided by the Owner.
 - D. Upon Engineer's compliance with Owner's security program. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
 - E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services. Timelines will be developed based on project complexity, and will be reflected in the project schedule.
 - F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement. The Engineer shall be permitted to rely on the accuracy and completeness of all information and/or documents provided to it by the Owner, on the

Owner's behalf or by third parties engaged to provide such information and/or documents, unless explicitly stated otherwise in writing by Owner.

- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
 2. the actual presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall:
1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
 4. Perform or provide the following:
 - a. Review of project schedule
 - b. Review of payment applications
 - c. Perform site inspections

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4, as is defined in the Exhibit A Engineering Proposal, and Exhibit C Amendment to the Owner-Agreement, if any.
- B. Engineer's compensation is summarized as follows.

Description of Service		Amount	Basis of Compensation
1.	Pre-Engineering Phase	\$	3,483,469.81

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable and that time is of the essence.
- B. If, through no fault of Engineer or Owner, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, may be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services or delays or suspends Engineering services significantly enough to cause Engineer to be damaged, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, may be adjusted equitably.
- D. If Engineer fails, for reasons within control of the Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of damages to the extent, if any, resulting from such failure by Engineer, subject to the provisions of Section 6.10(C).

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices based on a percent complete of each Task, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. All invoices shall be submitted in accordance with the Local Government Prompt Payment Act, sections 218.70 through 218.80, Florida Statutes. All payments shall be due on the date established by the Local Government Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Local Government Prompt Payment Act is received by the Owner. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the

terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer in accordance with the Local Government Prompt Payment Act, sections 218.70 through 218.80, Florida Statutes after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the date that payment was due, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due.
- D. Sales or Use Taxes: Owner is exempt from paying sales taxes, and will provide a Tax Exempt form to Engineer upon request, where necessary

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost (OPCC)

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate, or require the Engineer to include services for performing a specific level of cost estimating that provides greater assurances as to the potential project costs.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
 - 4. This Agreement is based on FDOT Grant G3200 and Federal Grant 693JF72540027. Compliance with all criteria in these grants as it relates to funding requirements, must be adhered to by the Engineer. If Engineer fails, for reasons within control of the Engineer, to comply with all compliance criteria required in this Agreement, then Owner shall be entitled to the recovery of damages to the extent, if any, resulting from such failure by Engineer. Damages refer to loss of non-Port funding and/or remittance of non-Port funding due to Engineer's non-compliance of the grants.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current modified edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, as expressly indicated in the General Conditions provided as reference to this Agreement.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Construction Phase Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence

Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made or reviewed by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation, unless explicitly stated in the agreed upon scope of work.
- N. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
 - 1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents and subject to the express exclusions that follow, Engineer and any Subconsultants will grant to Owner the ownership of the Documents, including all associated copyrights and the right of reuse.
 - 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
 - 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement

("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.

4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.
 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
 6. Such limited license to Owner shall not create any rights in third parties. Nothing herein limits Owner's ability to comply with Florida's Public Records Act at any time and without any further consent of Engineer.
 7. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Engineer shall bear the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to

Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. During the term of the Agreement, the Engineer shall provide, pay for, and maintain with insurance companies satisfactory to the Owner, the types of insurance described in this Agreement. All insurance must be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance must be performable in Manatee County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- B. The Owner must be specifically included as an Additional Insured on the Engineer's Commercial General Liability, Umbrella Liability and Business Automobile Liability policies and must also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The Owner's additional insured status should be extended to the Completed Operations coverage. ISO's standard "Blanket Additional Insured" will not be acceptable.
- C. The Engineer shall deliver to the Owner, prior to the Owner beginning work under this Agreement, properly executed "Certificate(s) of Insurance," setting forth the insurance coverage and limits required in this Agreement. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, true and exact copies of the insurance policies required in this Agreement must be provided the Owner, on a timely basis, if requested by the Owner.
- D. The Engineer shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the Owner requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Engineer shall promptly authorize and have delivered such statement to the Owner.
- E. The Engineer authorizes the Owner and/or the Owner's insurance Engineer to confirm all information furnished to the Owner, as to its compliance with its Bonds and Insurance Requirements, with the Engineer's insurance agents, brokers, surety, and insurance carriers. The insurance coverage required of the Engineer must be primary to any insurance or self-insurance program carried by the Owner. The Owner's insurance or self-insurance programs

or coverage must not be contributory with any insurance required of the Engineer in this Agreement.

- F. The acceptance of delivery to the Owner of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the Owner that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance comply with the Agreement requirements.
- G. No work governed by this Agreement or occupancy of the premises owned or occupied by the Owner may commence at the site unless and until the required Certificate(s) of Insurance are in effect and written Notice to Proceed is issued to the Engineer by the Owner.
- H. The insurance coverage and limits required of the Engineer under this Agreement are designed to meet the minimum requirements of the Owner. They are not designed as a recommended insurance program for the Engineer. The Engineer alone will be responsible for the sufficiency of its own insurance program. Should the Engineer have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.
- I. The Owner and its Tenants may continue to operate their businesses on the Owner's premises during the activities of the Engineer. No property used in connection with their activities may be considered by the Engineer's insurance company as being in the care, custody, or control of the Engineer.
- J. Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Engineer agrees, if required by the Owner, to provide, pay for, and maintain a surety bond acceptable to the Owner from an insurance company acceptable to the Owner (or a standby irrevocable Letter of Credit acceptable to the Owner) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.
- K. All of the required insurance coverage must be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained in this Agreement.
- L. Engineer shall give the Owner thirty (30) calendar days advance written notice of any cancellation, and ten (10) days' written notice in the event of the intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions. Owner will review intended changes that will reduce the insurance coverage required in the Agreement and approve or reject any or all portions of changes in writing. If the change is approved, the approval will serve as an amendment to the insurance requirements of the Agreement that the Engineer must maintain for the duration of the Contract.
- M. Renewal Certificate(s) of Insurance must be provided to the Owner prior to expiration of current coverage so that there will be no interruption in the work due to lack of proof of the insurance coverage required of the Engineer in this Agreement. If the Engineer fails to

provide or maintain the insurance coverage required in this Agreement at any time during the term of the Agreement, the Owner may terminate or suspend this Agreement.

- N. If the Engineer utilizes contractors or sub-contractors to perform any work governed by this Agreement, the Engineer will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of the Engineer. In addition, the Engineer will ensure that the contractors and sub-contractors insurances comply with all of the Insurance Requirements specified for the Engineer contained within this Agreement. The Engineer shall obtain Certificates of Insurance comparable to those required of the Engineer from all contractors and sub-contractors. Such Certificates of Insurances must be presented to Owner prior to the subcontractor beginning work. Owner recognizes that the Engineer will utilize small business and specialty trade sub-contractors in the execution of its services and that the insurance required of the Engineer might not be applicable or equitable, in relation to the role, scope, and fee for such sub-contractors, and therefore Owner may accept insurance coverage of differing Limit thresholds for these sub-contractors, as set forth below in Section O.

O. SPECIFIC INSURANCE COVERAGES AND LIMITS:

1. The Engineer must comply with all requirements in this Insurance Section in full unless excused from compliance in writing by the Owner. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader must be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Owner.
2. Workers' Compensation and Employers' Liability Insurance must be maintained in force during the term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits are:
 - a. Workers' Compensation: Florida Statutory Requirements

Employer's Liability:	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee
3. USL&H Coverage must be maintained by the Engineer if any of the work governed by this Agreement or any of the Engineer's employees may be entitled to benefits specified in the United States Longshoremen and Harbor Workers (USL&H) Act (33 USC sections 901-950). The minimum acceptable limits under such coverage must be \$1,000,000.
4. Jones Act Coverage must be maintained by the Engineer if any of the work governed by this Agreement involves the use of any watercraft (regardless of size). Such coverage must comply with the Federal Jones Act (46 U.S.C.A, subsection 688). The minimum acceptable limits under such coverage must be \$1,000,000.

5. Commercial General Liability Insurance must be maintained by the Engineer on the Full Occurrence Form. Coverage must include but not be limited to Premises and Operations, Personal Injury, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Products & Completed Operations Coverage and may not exclude coverage for the "X" (explosion), "C" (collapse) and "U" (underground) Property Damage Liability exposures. Minimum acceptable limits of coverage must be:
 - a. Bodily Injury & Property Damage Liability: \$1,000,000.00 Combined Single Limit each occurrence and aggregate.
6. Completed Operations Liability Coverage must be maintained by the Engineer for a period of not less than three (3) years following Final Completion and Acceptance by the Owner.
7. The use of an Excess and/or Umbrella policy will be acceptable if the level of protection provided by the Excess and/or Umbrella policy is no less restrictive than the Primary General Liability policy.
8. Business Automobile Liability Insurance must be maintained by the Engineer as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased or hired vehicles with limits of not less than:
 - a. Bodily Injury: \$1,000,000.00 Limit Each Accident
Property Damage Liability: \$1,000,000.00 Limit Each Accidentor
 - b. Bodily Injury & Property Damage Liability: \$1,000,000.00 Combined Single Limit Each Accident
9. Professional Liability Insurance must be maintained by the Engineer that will respond to claims arising out of any professional services provided by the Engineer. The minimum acceptable limits of such coverage must be \$2,000,000 per claim and in aggregate and must be maintained for a minimum of 4 years following the termination of this Agreement. The Engineer recognizes that the registered persons practicing engineering with the Engineer as provided in Chapter 471 of the Florida Statutes are not relieved from personal liability for their professional acts and each registered person practicing engineering with the Engineer who performs consulting engineering services for the Owner pursuant to this Agreement will be liable in accordance with section 471.023(3) of the Florida Statutes.
 - a. Notwithstanding the Professional Liability Insurance required of Engineer set forth above in Section 9, Owner agrees that the following subcontractors shall be required to obtain the following Professional Liability Insurance limits:
 - 1) Suncoast Land Surveying, Inc. - \$1,000,000 per occurrence and in the aggregate.
 - 2) Edgewater Consultants, LLC (US affiliate of BollardScan Ltd) - \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
 - 3) Seamen's Church Institute, Inc. - \$1,000,000 per occurrence, \$2,000,000 in the aggregate.

10. The Engineer must maintain Watercraft Liability Insurance if any of the services provided by the Engineer or any of its sub-Engineers require the use of any watercraft that is in excess of 26 feet in length. The minimum acceptable limits of such coverage are \$1,000,000.
11. The Engineer must maintain Aircraft Liability Insurance if any of the services provided by the Engineer or any of its sub-contractors require the use of any aircraft. The minimum acceptable limits of such coverage are \$1,000,000.
- P. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- Q. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C; or
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer may be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may not assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of Owner, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically

stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of

Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer’s scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer’s services under this Agreement, then:
1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days’ written notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the Owner, its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Engineer, its employees, agents, officers, subcontractors and other persons employed or utilized by Engineer in the performance of this agreement. It is the specific intent of the Parties hereto that the foregoing indemnification provision comply with section 725.08, Florida Statutes. It is further the specific intent and agreement of the Parties that all the contract documents of any project for which Engineer provided services be hereby amended to include the foregoing indemnification. Engineer expressly agrees that it will not claim, and waives any claim, that this article violates section 725.08 Florida Statutes, or is unenforceable pursuant to section 725.08, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section, including but not limited to any immunity from or limitation of liability to which the Authority is entitled to pursuant to the doctrine of sovereign immunity or section 768.28, Florida Statutes. This indemnification provision shall include claims made by an employee of Consultant against the Owner and Engineer waives any entitlement to immunity under section 440.11, Florida Statutes. This indemnification provision shall survive the termination of this agreement however terminated.

In the event that State of Florida, Department of Transportation grant funding is involved, to the fullest extent permitted by law, the Engineer shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Engineer an person employed or utilized by the Engineer in the performance of this Agreement. This indemnification survives termination of this Agreement. Nothing contained in this paragraph is intended to nor will it constitute a waiver of the State of Florida and the Owner's sovereign immunity.

- B. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

- C. Notwithstanding the foregoing waiver of consequential damages, the waiver shall not apply to the direct loss of specifically identified grant funding solely to the extent such loss is directly caused by Engineer's material failure to perform the Services in accordance with this Agreement. Engineer shall not be responsible for any loss, reduction, forfeiture, clawback, remittance, or repayment of grant funding to the extent resulting from (i) acts or omissions of Client or third parties, (ii) changes in Project scope, schedule, or funding requirements, (iii) delays caused by governmental authorities or permitting agencies, or (iv) causes beyond Engineer's reasonable control. Engineer shall be responsible only for those grant-related obligations expressly identified in this Agreement as Engineer's responsibility and shall not be deemed a guarantor of grant eligibility, grant compliance, grant funding, or grant reimbursement.
- D. Allocation of risks and limitations of remedies under this Agreement are business understandings between the parties and shall apply to all theories of recovery, including but not limited to breach of contract or warranty (express or implied), tort (including but not limited to negligence), strict or statutory liability, or any other cause of action. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and subconsultants to Owner and anyone claiming by, through, or under Owner for claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the project or the Agreement from any cause or causes, including negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations or warranty, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or subconsultants (hereafter "Claims"), shall not exceed Ten Million Dollars (\$10,000,000). The limitation of liability shall not apply to (i) claims arising from Engineer's gross negligence or fraud, or (ii) the direct loss of specifically identified grant funding for which Engineer is expressly responsible under this Agreement.
- E. **THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT**

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of no less than seven years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner request, Engineer must transfer to the Owner, at no cost, to Owner, all Documents, records (including cost records), and design calculations in possession of Engineer within thirty (30) days of such request..

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form reviewed and approved by the Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
 - 6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to

bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Agreement of the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to

Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.
23. Engineering Proposal – A formal technical and commercial document prepared by an engineering organization, consultant, subconsultant, or design professional that defines a proposed solution to the Owner's identified need, problem, or project requirement. The proposal presents the technical approach, scope of work, project methodology, deliverables, resource requirements, assumptions, risks, Engineer's fees, and associated costs necessary to execute the proposed engineering services or project.
24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times. Field Orders are not Contract Documents and will be handled on a case-by-case basis.

26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, and general conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
29. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
30. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. .
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is

indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, NOT USED
- E. Exhibit E, NOT USED
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, NOT USED
- H. Exhibit H, NOT USED
- I. Exhibit I, NOT USED
- J. Exhibit J, NOT USED
- K. Exhibit K, Anti-Human Trafficking Affidavit
- L. Exhibit L, Certificate of Truth In Negotiation
- M. Exhibit M, RFQ and Engineer’s Response
- N. Exhibit N, Project Grants

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 5. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 6. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

8.06 Termination for Scrutinized Companies

- A. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Engineer certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Owner may terminate this Agreement immediately for cause if: (1) Engineer is found to have submitted a false certification regarding (a) – (e) above in accordance with section

287.135(5), Florida Statutes, (2) Engineer is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Engineer is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the Owner at law or in equity. The terms “Boycott of Israel” and “Business operations” used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

8.07 Foreign Country of Concern Disclosure

- A. Pursuant to section 286.101, Florida Statutes, Engineer shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.
- B. For purposes of this section, “Foreign Country of Concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.
- C. Engineer’s disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Engineer represents that within one (1) year before proposing any contract to the Owner, Engineer provided a copy of such disclosure to the Florida Department of Financial Services.

8.08 Public Works Projects

- A. In its design and/or administration of any “public works project” on behalf of the Owner, the Engineer will comply with the requirements of section 255.0993, Florida Statutes. As used in this clause, “public works project” means activity paid for with any State of Florida funds administered by the Owner which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity. Technical specifications prepared by the Engineer, or anyone under its control, will comply with the requirements of section 255.0993, Florida Statutes. Such requirements may apply either to construction of the public works project or to purchase of materials for the public works project. The requirements pertain to domestic production of iron and steel. The Engineer will exercise its professional judgment to determine whether and how the requirements apply to a particular public works project. All specifications and other project documents prepared by the Engineer will comply with section 255.0993, Florida Statutes.

8.09 E-Verify

- A. Engineer shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Agreement. Engineer shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Engineer. Engineer may not enter into a contract with a subcontractor to perform work under this Agreement unless and until the subcontractor registers with and uses the E-Verify system. If Engineer enters into a contract with a subcontractor to perform work under this Agreement, Engineer must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer must maintain copies of all such affidavits for the duration of this Agreement. Owner may terminate this Agreement for cause if Owner determines that Engineer or Engineer's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. Owner will terminate this Agreement for cause if Owner has a good faith belief that Engineer has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the Owner has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but Owner determines that Engineer otherwise complied with section 448.09(1), Florida Statutes, as may be amended, Owner will notify Engineer as such, and Engineer must immediately terminate Engineer's contract with said subcontractor. If this Agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Agreement and may not be considered as such; (b) Engineer may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated; and (c) Engineer is liable for any additional costs incurred by the Owner as a result of the termination of the Agreement.
- B. Engineer agrees that Engineer does not and will not, nor will it allow a subcontractor to, use any funds from the Owner for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

8.10 Reserved

8.11 Civil Rights Act

- A. At all times during the performance of any of the services required hereunder, Engineer must comply with Title VII of the Civil Rights Act of 1964, as amended (45 C.F.R. Part 1010), and the Florida Civil Rights Act of 1992. Engineer may not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, Engineer shall comply with all applicable rules, regulations or executive order promulgated to give effect to the Civil Rights Act of 1964, as amended.

8.12 Public Records

- A. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Engineer on behalf of the Owner, Engineer shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the Owner to perform the work contemplated by this Agreement; (b) upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that

does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Engineer does not transfer the records to the Owner in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the Owner, in its sole and absolute discretion, requests that all Public Records in possession of Engineer be transferred to the Owner, Engineer shall transfer, at no cost, to the Owner, all Public Records in possession of Engineer within thirty (30) days of such request or (ii) if no such request is made by the Owner, Engineer shall keep and maintain the Public Records required by the Owner to perform the work contemplated by this Agreement. If Engineer transfers all Public Records to the Owner pursuant to (d)(i) above, Engineer shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the Owner and provide the Owner with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Engineer keeps and maintains Public Records pursuant to (d)(ii) above, Engineer shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology of the Owner. If Engineer does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the Owner may pursue any and all remedies available in law or equity including, but not limited to, specific performance and may terminate this Agreement. The provisions of this section only apply to those tasks in which Engineer is acting on behalf of the Owner.

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

Telephone number: 941-722-6621

E-mail address: recordscustodian@seaportmanatee.org

Mailing address: Attn: Records Custodian, 300 Tampa Bay Way, Suite One, Palmetto, FL 34221

8.13 Independent Contractor

- A. The Owner retains the Engineer only for the purposes and to the extent set forth in this Agreement, and its relationship with the Owner will, during the term of this Agreement, be that of an independent contractor. Engineer has discretion, subject to the requirement that it performs the services required in this Agreement competently and professionally in accordance with the applicable professional standards and otherwise complies with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Engineer will be fully responsible for the employment, direction, supervision,

compensation and control of any and all persons employed or retained by Engineer. Neither Engineer nor Engineer's contractors, subcontractors, consultants, Subconsultants, suppliers, experts or other persons or organizations retained or utilized by Engineer for the services required in this Agreement will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the Owner. Engineer shall comply with all workers' compensation, employers' liability and other Federal, State, and municipal laws, ordinances and regulations required of an employer performing services as contemplated in this Agreement. Furthermore, Engineer is responsible for paying all income and employment taxes, and the Owner will not be responsible for collecting and/or paying withholding, FUTA, FICA and any other state or federal taxes

8.14 Contract Administration

- A. Owner hereby authorizes the Executive Director of Port Manatee to administer the terms and conditions of this Agreement on behalf of the Owner and to make all managerial decisions on behalf of the Owner as they relate to the provisions of this Agreement. The Executive Director has the authority to transmit instructions, receive information, interpret and define the policy of the Owner and decisions pertinent to services covered by this Agreement. The Executive Director has the right from time to time to designate such other employee of the Owner as the Executive Director may deem advisable to perform administrative and managerial functions as they relate to provisions of this Agreement.
- B. For the purposes of this Agreement, John D. Glass, Jr., is the designated Contract Manager.
- C. For the purposes of this Agreement, Michael C. Freiner is designated as the person to act on the Engineer's behalf on all matters concerning this Agreement

8.15 Notice

- A. Any notice or other writings permitted or required to be delivered under the provisions of this Agreement must be in writing and be delivered by sending the notice by personal delivery, electronic mail, U.S. regular mail, or U.S. express mail in any event with sufficient postage affixed, and addressed as follows:

If to Owner:

Manatee County Port Authority
300 Tampa Bay Way
Palmetto, FL 34221
Attention: John D. Glass, Jr., Director of Engineering & Construction
Email: jglass@seaportmanatee.com

If to Engineer:

HDR Engineering, Inc.
4830 W. Kennedy Blvd.
Suite 400
Tampa, FL 33609
Attention: Michael C. Freiner, Project Manager
Email: Michael.Freiner@hdrinc.com

Either party may change said address by notice in writing to the other party in the manner provided in this Agreement.

8.16 Access to the Port

- A. Access to Port Manatee is controlled pursuant to seaport security requirements that change from time to time to comply with applicable governing laws, rules and regulations. The Engineer is responsible for compliance with all of the applicable seaport security requirements, including obtaining Transportation Worker Identification Credentials (TWIC) as necessary for access to Port Manatee to perform the services pursuant to this Agreement. Port Manatee Security Access Control at (941) 722-6455 is the appropriate contact for information on the latest requirements. Escorts needed due to lack of TWIC credentials will not be provided by the Owner.

8.17 Severability

- A. It is understood and agreed by the Parties 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 will not be affected, and the rights and obligations of the Parties must be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

8.18 Interpretation

- A. The Parties represent and warrant that they have entered into this Agreement relying wholly upon their own judgment, belief, and knowledge of the nature, extent, effect, and duration of any actions, damages, and liability therefore. The Parties represent that they enter into this Agreement without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Agreement. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Agreement's contents and agree that this Agreement may not be construed more strongly against any party to this Agreement, regardless of who is responsible for its preparation or drafting. All the Parties drafted this Agreement jointly, and no term, condition or provision of this Agreement may be construed more strictly against any Party. The captions and headings in this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

8.19 Authority to Execute

- A. Each of the Parties covenants to the other party to this Agreement that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner hereinafter set forth.

8.20 Domestic Terrorist Organizations

- A. By executing this Agreement and each and every Amendment hereof, pursuant to section 943.03102, Florida Statutes, the Engineer certifies, represents, and warrants that it has not been designated as a domestic terrorist organization or as a foreign terrorist organization and that such certification is true as of the time the Engineer executed this Agreement and as of the effective date of any Amendments. Notwithstanding anything contained in this Agreement, the Owner may terminate the Agreement immediately for cause if: (i) the

Engineer is found to have submitted a false certification or (ii) the Engineer has been designated as a domestic terrorist organization or as a foreign terrorist organization. Such termination shall be in addition to any and all remedies available to the Owner at law or in equity.

8.21 Net Zero Policies

- A. By entering into this Agreement, pursuant to section 377.816, Florida Statutes, the Engineer certifies, represents, and warrants that it will not use any funds paid by the Owner in support of a "net zero policy," as that term is defined in section 377.816, Florida Statutes, or in any other manner prohibited by that statute. Notwithstanding anything contained in this Agreement, the Owner may terminate the Agreement immediately for cause if the Engineer is found to have submitted a false certification. Such termination shall be in addition to any and all remedies available to the Owner at law or in equity.

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MANATEE COUNTY PORT AUTHORITY
BERTH RECONSTRUCTION PLANNING, PERMITTING, & DESIGN

PROFESSIONAL DESIGN SERVICES
RFQ# MCPA-RFQ-E-26-001
DATE: 06/16/2026

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED, THIS THE
13th DAY OF October, 2026 (EFFECTIVE DATE).

Owner:

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER

BY: Rubin Tett OC
DEPUTY CLERK

Address for giving notices:

300 Tampa Bay Way, Suite 1
Palmetto, FL 34221

Attn: John Glass

Designated Representative:

Name: John Glass, PE

(typed or printed)

Title: Director of Engineering & Construction

(typed or printed)

Address:

300 Tampa Bay Way, Suite 1
Palmetto, FL 34221

Attn: John Glass

Phone: 941-721-2377

Email: jglass@seaportmanatee.com

Engineer:

HDR Engineering, Inc.

(name of organization)

By:

(individual's signature)

Date:

October 7, 2026

(date signed)

Name:

Jeffrey B. Arms

(typed or printed)

Title:

Vice President

(typed or printed)

Attach evidence of authority to sign.

Attest:

(Individual's signature)

Title:

Elizabeth C. Hoffman, Assistant Secretary

(typed or printed)

Address for giving notices:

HDR Inc., 4830 W. Kennedy Blvd. Ste 400

Tampa, FL 33609

Attn: Mike Freiner

Designated Representative:

Name: Mike Freiner, PE

(typed or printed)

Title:

Project Manager

(typed or printed)

Address:

HDR Inc., 4830 W. Kennedy Blvd. Ste 400

Tampa, FL 33609

Attn: Mike Freiner

Phone:

+1 (727) 641-1889

Email:

Michael.Freiner@hdrinc.com

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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EXHIBIT A—ENGINEER’S SERVICES

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Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer’s scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

1.

Project Title:	Berth Reconstruction Planning, Permitting, & Design
Type and Size of Facility:	Five (5) deepwater berths and four (4) deepwater berth strengthening
Description of Improvements:	Removal and reconstruction of each berth and installation of strengthening.
Expected Construction Start:	Not applicable (N/A)
Prior Studies, Reports, Plans:	N/A
Facility Location(s):	SeaPort Manatee
Current Project Budget:	Unknown
Funding Sources:	MARAD, FDOT, and Port
Known Design Standards:	Current standards and Port standards
Known Project Limitations:	Unknown
Project Assumptions:	N/A
Other Pertinent Information:	PIDP 24 Project requirements, FDOT Grant requirements

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer’s services will include management of Engineer’s Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 1. Develop and submit an Engineering Services Schedule in Microsoft Project, or a similar scheduling software and presented in both native and PDF format. The Engineering Services Schedule will:

- a. be consistent with and serve as a supplement to the Engineering Project Schedule and Schedule of Deliverables set forth in Exhibit B.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
2. Develop and submit detailed work plans from Exhibit A tasks.
3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
5. Prepare and submit monthly engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated:
 - a. Include line items that match Task breakdown in proposal
 - b. Each line item shall include the allowable budget for the Task, the amount previously billed, the Task percent complete, the current bill amount for the Task, and the total billed to-date for the Task
7. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings and provide to Owner within five (5) days.
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's standards using Owner's border sheet template in .dwg format saved in 2025 or earlier versions.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless otherwise mutually agreed upon by the parties.

1.02 Engineering Proposal

Attached is the Engineering Proposal for professional services related to the Project. The specific

Modified Form of Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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services authorized for performance shall be limited to those set forth in the Engineering Proposal and any subsequently executed Amendments to Owner-Engineer Agreement defined in Exhibit C as needed to complete the Project.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services

- A. If Additional Services are necessary, Engineer shall provide an Engineering Proposal for the Owner requested Additional Services. Additional Services will be contracted as an Amendment to Owner-Engineer Agreement as defined in Exhibit C.



October 7, 2026

John D. Glass, Jr., P.E.
Director of Engineering & Construction

Manatee County Port Authority
300 Tampa Bay Way, Ste 1
Palmetto, FL 34221

RE: MCPA-RFQ-E-26-001 Berth Reconstruction Planning, Permitting & Design Professional Services. HDR Proposal for Pre-Engineering Services Rev 1

Dear Mr. Glass:

HDR Engineering, Inc. (Engineer) very much appreciates the consideration of Manatee County Port Authority (MCPA, Owner, or the Port) in selecting HDR for the subject project. We are honored to have been selected to partner with you in delivering this important project. Please find herein our proposal for providing Pre-Engineering (Phase 1) services.

Project Understanding

MCPA, through MARAD PIDP grant funding, is now seeking to develop the engineering design and construction contract documents and perform permitting for the reconstruction of five (5) existing berths (Berths 6,7,8,10, and 11) and the strengthening of the remaining berths (Berth 4/5, 9, 12, 14) to accommodate a future harbor deepening. HDR has been selected to provide the necessary site investigatory, planning, design, and permitting services and to provide as needed NEPA documentation services for anticipated future grants to fund construction. A more comprehensive description of the requested services and HDR's proposed approach are provided in the MCPA-RFQ-E-26-001 solicitation document and HDR's response, which are included as reference as Exhibit M of the Agreement Between Owner and Engineer (the Agreement) between HDR and MCPA.

The Agreement provides for advancing the project through final design. This will include developing a permitting strategy and obtaining applicable permits (some may be deferred to later dates or may be assigned to the construction contractor) and providing as needed NEPA documentation for future construction grants related to this program. All services to be funded by the MARAD PIDP grant funding must be completed by the grant defined Special Milestone Planned Project Completion Date of December 31, 2030.

It is understood that the Agreement will be amended, at later dates, to authorize the provision of mutually negotiated and agreed services as are further discussed herein, and in support of the future Bidding / Proposal Phases and the Construction Phases of the project, or to provide other services, as needed.

Intent of this Proposal

This proposal is intended to provide the scope of services and fee necessary to advance the project through Phase 1, or the Pre-Engineering Phase. The Pre-Engineering Phase will evaluate and advance through decision and conceptual level design the preferred berth reconstruction and strengthening solutions, establish the initial strategies and schedule for the overall project (program) delivery, and assimilate necessary data and stakeholder input to inform the ensuing detailed design, permitting, and NEPA efforts.

The Pre-Engineering Phase will culminate in the delivery of a Pre-Design Report (PDR) that will document provided information and directives for future operational and level of service goals; performed investigations and studies; existing facility condition and capacity considerations; the preliminary Basis of Design (BOD); considered solutions, relative construction costs, and determination of the recommended or preferred solutions; the projected sequencing, maintenance of operations, permitting, and procurement strategies; recommended further investigations or studies; and a refined detailed critical path schedule through the completion of permitting and design to also include projected timelines and sequence for funding, NEPA, and construction activities. As a “living” document, the PDR will serve as the programmatic guiding document that presents the initial comprehensive strategy and that will then be updated as designs are refined and / or Port budgeting concerns and priorities evolve.

Future Services to Later be Defined

Given the complexity of the project, the completion of the Pre-Engineering Phase is a necessary precursor programmatic element that will initially define likely solutions and associated relative construction costs, the sequence and projected schedule for construction projects, and the strategies for maintaining operations, permitting, funding, and procuring construction. HDR and the Port agree that this phase is necessary to inform the scope and schedule for following detailed design, permitting, and NEPA activities and that the determination of scope, schedule, and fee for those services will be deferred until the project is further defined. Therefore, the following necessary elements / phases of the overall program are not included in this proposal and will be mutually negotiated and authorized as later Amendments in accordance with Exhibit C of the Agreement.

Project Elements / Phases to be Later Proposed:

- Preliminary Design, Final Design, and Permitting
- As requested NEPA documentation services
- Bidding / Proposal Phase Services
- Construction Phase Services
- Post Construction Phase Services
- Other services as requested by the Port

The HDR Team

HDR, as Prime Consultant, will manage the execution of the project and will provide dedicated primary and secondary points of contact to the Port. These will be provided through our project manager (primary), deputy project manager (secondary) and principal-in-charge (secondary).

Our initially proposed team structure, team members, and member roles for the execution of the Pre-Engineering Phase are presented as Exhibit 1 of the proposal, with the following modification: HDR will continue as engineer of record (EOR) for geotechnical engineering services but, through discussion with the Port, has supplemented our team to include the site-relevant geotechnical advisory support of Philip Erbland, provided through Stantec Consulting Services, Inc.

Not all service capabilities presented in Exhibit 1 are anticipated to be engaged in the delivery of Phase 1 services (examples include but are not limited to navigation simulation modeling, NEPA documentation, passing vessel analyses and the value-added services). The determination of need for such services will be made at a later date and, if warranted, these services may be provided in future phases or as task specific Amendment to the Agreement.

Project Scope

ACTIVITY 1 – PROJECT MANAGEMENT

HDR will provide project management of all authorized work. Unless specifically addressed below, for clarification of intent, the activities of Exhibit A Article 1.01 will be performed as indicated in that document and are not further addressed herein. HDR's projected project management labor and direct expense costs are included as Exhibit 3.

- **A1.1; Project Startup and Information Gathering and Review:** Upon notice to proceed (NTP), HDR will undertake the following startup services:
 - o Establish project protocol and controls, project management plan (PMP) and QA/QC plan. The PMP and QA/QC plan will be provided to the Port for review, comment, and approval.
 - o Set up cloud-based file sharing platform and file sharing protocol with team and Port. For the basis of this proposal, it is assumed that Autodesk Construction Cloud and Autodesk Connector will be used.
 - o Conduct a project kick-off meeting to further consult with Owner in defining, clarifying, and documenting Owner's requirements and / or goals for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, budgetary limitations, and initial considerations for potential solutions, sequencing and grouping of construction, funding strategies and timelines, maintenance of operations, alternative berthing locations, etc. Identify available Port provided information to include, but not limited to reports, facility plans, construction drawings and specifications and construction as-builts, construction pile driving and other construction execution logs, permits, maintenance dredging records and surveys, site utility and survey data, geotechnical exploration and testing reports, condition assessments and site evaluations.
 - o Review Port provided available information and, as appropriate, refine the scope of field investigation services.
 - o As appropriate, advise Port of need for Port to obtain, furnish, or otherwise make available to Engineer additional project-related information and data or to provide data or services of the types described in Article 2 of the Agreement as are deemed necessary for advancing the work. In such instances, HDR and the Port will agree on a timeline for delivery of the requested items and on applicable implications and adjustments to the Engineering Project Schedule discussed in Activity A1.2, below.
 - o Obtain, log, and distribute Port provided available information (as identified above).
 - o Finalize subconsultants' scopes, fees, and schedules to reflect revisions during negotiations, review of Port provided data, project kick-off meeting directives, and further consultation with the Port regarding site accessibility for necessary field services. Execute subconsultant agreements.

Deliverables: PMP with QA/QC plan, project kick-off agenda and meeting minutes, log of Port provided data, revised (if applicable) subconsultants' scopes, fees, and schedules.

- **A1.2; Engineering Services Schedule (Engineering Project Schedule):** Accounting for finalized subconsultant agreements and the projected duration of the design informing field investigations, HDR will develop a detailed critical path schedule for the completion

of the Pre-Engineering Phase. This will include antecedent and dependent task logic and estimated activity durations and will provide projected allowances for third-party stakeholder collaboration. Milestones will be established for the completion of investigations, supporting studies, and interim reporting and phase deliverables and milestone meetings will be identified. HDR will collaborate with the Port in establishing appropriate Port review timelines for deliverables.

This “living” baseline schedule will be used for managing the completion of Pre-Engineering and for reporting progress to the Port (and for Port’s use in reporting progress to MARAD). The schedule will be routinely assessed and updated to reflect actual completion dates and revised projected milestone completion dates. If appropriate, HDR will collaborate with the Port in identifying and performing corrective actions for schedule recovery. The performance of the work is influenced by site availability and, in some instances, by the availability and performance of third-party stakeholders. If necessary, equitable adjustments to the schedule may be necessary to reflect delays outside of HDR’s direct control.

Deliverable: An initial draft Engineering Project Schedule through completion of Pre-Engineering will be provided for Port review and comment and will be revised, as appropriate, and be issued as the working schedule. We anticipate that the schedule development will initiate in parallel with the performance of A1.1 and an initial Engineering Project Schedule will be delivered within 6 weeks from NTP.

A refined schedule will be developed as a PDR component deliverable and will account for the projected sequence and duration for subsequent design and permitting services and for the initially projected allowances for funding, sequencing, procurement, NEPA, and duration of the construction project(s).

- **A1.3; Detailed Work Plans for Tasks:** Exhibit A Article 1.01 A.2 requires the submittal of detailed work plans for Exhibit A tasks. As appropriate, HDR (or subconsultant performing the work) will furnish detailed information regarding planned work execution when it is necessary for coordinating such work around Port vessel and cargo operations or other site activities. And, when requested, HDR will provide further details regarding the sequence and timing for the execution of services, the timing and need for Port or third-party necessary collaboration, and estimated completion dates. Excepting these conditions, this proposal and the Engineering Project Schedule will serve as the detailed work plan for the execution of Phase 1 services.
- **A1.4; QA/QC:** HDR and its subconsultants will perform quality control reviews and document these in accordance with HDR’s internal quality control standards and as will be set forth by the approved project specific QA/QC plan. **Deliverable:** At Port’s request, HDR will provide QA/QC documentation.
- **A1.5; Meetings and Site Visits:** To the extent reasonable, project coordination, collaboration, and progress meetings will be performed remotely to minimize cost. It is assumed that remote meetings will be conducted via the Microsoft Teams web-based platform. As the basis for the proposed fees, the following in-person meetings and site visits are assumed for Pre-Engineering Phase:
 - o Project Kick-off: Assumed 3/4 day meeting to include select HDR staff and subconsultants based on HDR team’s evaluation of need and to facilitate additional site condition observation and coordination with Port vessel and cargo operations. As appropriate, additional HDR team members may attend remotely.

- o Per Exhibit A Article 1.01 A.7.b., remote progress meetings will be performed on a frequency to be mutually agreed with the Port and as is also necessary to address issues occurring during the execution of the work. For the basis of this proposal, it is assumed that there will be 26 one-hour meetings attended by HDR's project manager, deputy project manager, and principal-in-charge; actual attendees may differ based on need but are accounted for in the proposed fees.
- o PDR Draft Submittal Review: Assumed $\frac{3}{4}$ day meeting to include select HDR staff and subconsultants based on HDR team's evaluation of need. As appropriate, additional HDR team members may attend remotely. It is assumed that this would include a presentation of key conclusions and recommendations to Port engineering and leadership staff, followed by collaborative discussion with Port engineering staff to address comments and further considerations for finalizing phase deliverables. For the basis of this proposal, it is assumed that this meeting will be attended by HDR's project manager, deputy project manager, principal-in-charge, and lead marine structural engineer; actual attendees may differ based on need but are accounted for in the proposed fees.
- o Site visits and site exploration work as are defined in the HDR discipline and subconsultant proposals included as Exhibits 4 - 17.
- o An allowance for up to three additional, as-needed meetings / site visits is provided to further coordinate with Port vessel and cargo operations, pilots, collaborate with Port engineering, or perform confirmation site observations. For the basis of this proposal, it is assumed these meetings would be attended by the HDR project manager, deputy project manager, and principal-in-charge; actual attendees may vary based on need but are accounted for in the proposed fees.

ACTIVITY 2 – SITE EXPLORATION

The HDR team will provide site exploration, testing, and reporting services to characterize site conditions and to inform design and permitting efforts. The intent is to obtain sufficient data to inform the efforts of Phase 1 and to further define the scope and need for additional exploration activities to be performed during the Preliminary Design Phase (or other) as is further discussed below.

- **A2.1; Topographic and Hydrographic Surveys and Underground Utility Marking:** HDR's subconsultant Suncoast Land Surveying (SLS) will provide necessary surveys in accordance with the July 31, 2026, proposal attached as Exhibit 4. Key considerations include the following:
 - o Exhibit 4 provides the scope and survey limits for Phase 1 survey efforts inclusive of proposed methodologies, pertinent datum, survey limits, and formats of deliverables.
 - o Benchmark controls will be established on approximate 300-ft intervals around the site to facilitate varying deployment of survey and other site exploration services to accommodate vessel and cargo operations.
 - o SLS will coordinate with the Port in capturing County established controls and establishing the appropriate datum.
 - o SLS will coordinate with other HDR team members performing site exploration services to appropriately record location and elevation data for those services.

- o The topographic survey will be supplemented with LIDAR and Photogrammetry to capture adjacent areas and approaches in proximity of the future construction projects.
- o Underground utilities will be marked and surveyed within the topographic survey limits and will be presented in surveys per ASCE 38 guidelines.
- o Underground utility exploration will include review of the Port provided Utility Atlas and standard consultation with utility owners. The Port acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed and accepts all associated risks associated with such information provided by utility owners.
- o SLS will collaborate with HDR in the development and update of an Underground Facilities Procedure as is further discussed in Activity 5.
- o No ground penetrating radar (GPR) or soft digs are proposed for this phase of services. The need and scope for such further exploration will be presented in association with the efforts defined in Activity 5 and will be performed in subsequent phase(s) or by others (Contractor).
- o The SLS proposal provides for hydrographic survey in the approximate area of the potential approach channel bend easing. At this time, it is unknown whether the Berth 10 and 11 realignments will require consideration of navigational improvements and, if so, the full extent of such improvements. The need for this will be determined through consultation with the USACE and Harbor Pilots in Phase 1. However, an approximate area of survey is included in the proposed scope to leverage cost savings from a single mobilization of equipment. There is the potential that this data may not be necessary for the completion of the project or that supplemental survey may be required if the navigational improvements are needed and extend into areas not captured by the currently proposed survey.
- o **Deliverable:** The deliverable for Phase 1 services will be a working draft survey pending the potential for additional supplemental exploration to be completed in following project phase(s). A signed and sealed comprehensive survey will be provided in a subsequent project phase.
- o **Schedule Considerations:** An early, non-binding estimate is that survey related services can be completed within twelve (12) weeks of mobilization, pending further coordination with Port vessel and cargo operations to schedule work area availability.
- **A2.2; Geotechnical Exploration and Testing:** HDR, as geotechnical EOR will partner with subconsultants AREHNA Engineering (Arehna) for field exploration and testing and Stantec Consulting Services (Stantec) for advisory and supporting geotechnical engineering to perform geotechnical exploration, testing, and reporting for the Phase 1 services. HDR's geotechnical engineering labor and direct expense costs are included as Exhibit 5. The proposed field work, testing, and supporting advisory services will be provided in accordance with the Arehna August 7, 2026, proposal attached as Exhibit 6 and the Stantec August 6, 2026, proposal attached as Exhibit 7. Key considerations include the following:
 - o The field investigation will include land and water based SPT borings and land-based CPT borings of the anticipated number, location, and penetration depths

presented in Exhibit 6. Additionally, a magnetometer survey of the project berths, including the Berth 10 and Berth 11 realignment footprint, is included.

- o Exhibit 6 also provides a defined, preliminarily priced (non-binding), and deferred geophysical exploration program consisting of sub-bottom profiling and marine seismic refraction. Currently, this is included as a budgetary informing placeholder. Based on the review of the CPT and SPT data, HDR may recommend that these tests (and potentially other supplemental borings) be collected in a future phase to better define trends in data, fill apparent gaps, and better define constructability concerns (driveability, dredgeability, etc) that directly impact construction risk and cost. If determined necessary, a revised formal proposal will be provided to redefine the work and cost for these supplemental investigations.
- o The water based SPT investigation will be performed in two passes – the first pass will drill at “every other” boring location to a depth of 125-ft below water surface. Based on evaluation of the initial pass data, the second pass will be field adjusted, in collaboration with HDR and Stantec, to terminate borings, if deemed appropriate, after advancing 10 to 20 feet continuously into dense / bearing / cemented materials below the future dredge line. This approach is provided to allow initial findings to reduce total field work duration and cost. For the basis of the proposed fee, it is assumed that the second pass borings will advance 85-ft below water surface, on average.
- o No geotechnical testing, profiling, or sediment testing are currently proposed to enable the design, permitting, and construction of potential navigational improvements associated with the realignment of Berths 10 and Berth 11. The need for navigational improvements will be determined in accordance with Activity 9. The scope and fee for associated additional geotechnical services (if any) will be proposed for performance as a supplement to Phase 1 or for performance in a later project phase.
- o Arehna’s project management and office engineering will be provided to HDR on a lump sum basis and the field exploration and testing will be provided to HDR on a unit-based basis. Arehna’s proposed budgetary amount is based on expected quantities and provided assumptions (such as standby time and number of mobilizations). Actual costs will vary based on actual quantities expended. HDR’s proposed fees include a contingency allowance for the field exploration and testing components.
- o Deliverable: The Phase 1 deliverable will include, as fully incorporated elements of the preliminary Basis of Design and PDR, a draft reporting of the exploration and testing regimen and results; recommended soil parameters for designs of wharf structures, strengthening design, and pavements; and initial recommendations regarding geotechnical related design and construction considerations (example, land reclamation soil improvements, sub base preparation, pile type and driveability concerns, etc.). Recommended supplemental exploration, testing, monitoring, and analyses for detailed design will also be provided to inform the budget and scope of Phase 1 supplemental services or for performance in later project phases.
- o As solutions are identified, designs are advanced, and data gaps are filled, the draft geotechnical Phase 1 deliverable will be updated as appropriate to reflect and address the ultimate structure and analysis types and expected construction

activities and a signed and sealed final geotechnical report will be issued during a later phase of the project.

- o **Schedule Considerations:** An early, non-binding estimate is that the geotechnical field services, testing, and test reporting can be completed within twenty (20) weeks of Arehna NTP. This is highly dependent on further coordination with Port vessel and cargo operations to schedule work area availability. Geotechnical engineering recommendations and Phase 1 deliverable reporting will be advanced in parallel with and in support of Phase 1 design efforts and will be delivered as elements of the applicable Phase 1 deliverables.
- **A2.3; Above and Below Water Inspections:** HDR's subconsultant Collins Engineers (CE) will perform the existing facilities condition assessments in accordance with the August 19, 2026, proposal attached as Exhibit 8. Key considerations include the following:
 - o The underwater investigation will be initiated with high-resolution sonar reconnaissance in accordance with Exhibit 8. This will provide a comprehensive three-dimensional point cloud to allow ready observation of anomalous conditions to better inform the performance of the underwater diving assessment.
 - o The topside assessment will not include mooring appurtenances, as these will be separately assessed in A2.4.
 - o Collins' divers will provide support to HDR's corrosion engineering team for the performance of electric potential surveys in accordance with Activity 4.
 - o Collins' base fee proposal assumes that careful scheduling of mobilization and adapting work schedules around vessel operations will allow for a single mobilization each for the sonar reconnaissance and underwater dives. Unit pricing is provided for additional mobilizations and field crew standby time, if unavoidable. HDR's proposed fees include a contingency allowance for additional mobilization and standby as is tabulated in the proposed fees.
 - o No destructive testing is proposed for these services, and the dive inspection will perform Level I, II, and III as is proposed and in accordance with guidance provided by ASCE MOP 130 and ASCE 101.
 - o **Deliverable:** Condition Assessment and Rating report, signed and sealed by Florida Professional Engineer. This report will be wholly incorporated or referenced into the PDR.
 - o **Schedule Considerations:** An early, non-binding estimate is that this work can be completed within 120 days, approximately seventeen (17) weeks, of NTP. This is highly dependent on further coordination with Port vessel and cargo operations to schedule work area availability.
- **A2.4; Bollard Condition and Capacity Rating:** HDR's subconsultant Edgewater Consultants (EC), the Florida based operating partner of BollardScan, will perform mooring bollard condition assessment, non-destructive testing, capacity rating, and certification in accordance with the August 26, 2026, proposal attached as Exhibit 9. Key considerations include the following:
 - o EC's base fee proposal assumes that careful scheduling of mobilization adapting work schedules around vessel operations will allow for the completion of field services in three site mobilizations and that a total of 105 bollards will be evaluated

based on berth characteristic summaries provided by the Port. Unit pricing is provided for additional mobilizations and additional bollards to be assessed, if any. HDR's proposed fees DO NOT include a contingency allowance for additional mobilization or bollard assessments.

- o **Deliverable:** A report of findings, condition assessment and rating, capacity advisement, and certification as is further described in Exhibit 9. This report will be wholly incorporated or referenced into the PDR.
- o **Schedule Considerations:** An early, non-binding estimate is that this work can be completed within two (2) weeks of NTP. This is highly dependent on further coordination with Port vessel and cargo operations to schedule work area availability.

ACTIVITY 3 – CONDITION AND CAPACITY ASSESSMENT AND MAPPING

HDR will self-perform a berth condition and capacity assessment as described below. HDR's associated fees for these services are accounted for in Exhibit 18. Key considerations include the following:

- Based on the findings reported in the A2.3 and A2.4 deliverables, HDR will assess existing reported conditions in relation to available (if any), Port provided as-built and / or construction drawings and specifications and construction records. Based on apparent reported conditions and on engineer's professional judgment, HDR will then provide a relative assessment of the structural capacity of the existing berth structures and report bollard rated capacities. HDR will provide a brief memorandum of approach, conclusions, and supporting calculations and develop a port-wide map of the facilities with individual dock capacity assessment findings and bollard capacities. The performance of this work is subject to key qualifiers of intent and what can be achieved:
 - o Bollard capacities will be reported based on the non-destructive testing, ratings, and certifications provided by EC (A2.4, above). HDR will not perform independent verification of the methodology or perform independent verification testing to confirm these findings.
 - o The dock capacity assessments may vary in context and conclusion and are highly dependent on the availability and accuracy of as-built and construction records. No intrusive or destructive testing will be performed to verify chemical and strength integrity of concrete and to expose reinforcing steel. The underwater inspections will be performed in accordance with the guidelines referenced in Exhibit 8, with the limited application of level II and III investigations; while these are of statistical relevance in evaluating overall rating, these are not intended as the comprehensive investigations necessary for identifying all localized anomalies that may influence a structure's rated capacity. Given the age and environmental exposure of the structures and the expectation of limited record data, it will likely not be possible to provide a true "load rating" for some or all of these structures. In certain instances, observed conditions may reveal circumstances that inform recommendations for load restrictions. Examples might include the observation of underdeck concrete cover delamination and the loss of primary reinforcing steel or that NDT testing may reveal statistically significant steel section loss of cellular or bulkhead steel structures. In such instances, HDR may be able to assess and recommend reduced deck loading or surcharge / live loading behind the retaining structure. But it is predominantly expected that the findings will provide a general

assessment of the suitability of structures for current ongoing or expected operations and will identify specific areas (if any) that should be restricted from live loading due to localized observed conditions from the topside and underwater inspections or other observable indicators such as pavement deterioration and sinkholes that might be directly associated with localized failure of the structure.

- o The above qualification may warrant the Port's separate qualification with MARAD, as Schedule B Project Activities of the PIDP Grant indicates that the Statement of Work includes preparing a port-wide map of "dock load limits" and bollard capacities for all berths.
- **Deliverable:** A brief memorandum of approach, conclusions, and a port-wide map of the facilities with individual dock capacity assessment findings and bollard capacities will be provided for Port review and comment. These will then be revised, as appropriate, and be wholly incorporated or referenced into the PDR.
- **Schedule Considerations:** This work will be performed in parallel with the concept development and design efforts. Milestone deliverable dates will be presented as elements of the Engineering Project Schedule (Activity A1.2).

ACTIVITY 4 – CORROSION ENGINEERING AND INVESTIGATION OF POTENTIAL STRAY IMPRESSED CATHODIC PROTECTION CURRENT IN BERTHS 9-11

HDR will self-perform corrosion engineering related services as are proposed in Exhibit 10, inclusive of a summary of HDR's associated labor and direct expense costs. Key considerations include the following:

- In accordance with Exhibit 10, HDR corrosion engineering specialists will collaborate with our marine structural engineering team and the Port to determine the appropriate desired and attainable service life for the considered structure types based on what is practically achievable through design considerations, coatings, concrete mix designs, cathodic protection, and best management practices (BMP's).
- For the preferred service life and structural solution types, HDR will provide recommendations for the design approach and life cycle preservation strategies to be considered in the later phases of design inclusive of, if appropriate, recurring inspection and maintenance considerations.
- Detailed design is not included in this phase. Alternatives and relative cost implications will be presented based on practical experience to inform this initial phase of concept development and to facilitate decisions.
- HDR will also review available data and documentation on existing cathodic protection systems and the results from the A2.3 inspections to provide recommendations for system improvements or rehabilitation. This will be limited to those structures that will not be fully reconstructed and is anticipated to include Berths 4/5, 9, 12, and 14.
- In accordance with Exhibit 10, HDR will also coordinate with CE and attempt to confirm if the accessible bulkheads / cellular structures in Berths 9, 10, and 11 are influenced by stray currents associated with upland pipeline impressed current cathodic protection systems, subject to the following:
 - o This investigation will be limited to determining influence at diver accessible steel structures. Excavating to expose and test buried tiebacks or other structure elements is not included.

- o Performance of the necessary testing will require the provision of access and ability to cycle current in the upland impressed system. It is assumed the Port will facilitate these needs with the upland pipeline utility owner.
- o Phase 1 services will include the investigation and reporting of findings. If stray current issues are confirmed, HDR will collaborate with the Port in determining the appropriate mitigating measures that could include corrective action by the utility owner or, alternately, the Port's provision of the appropriate insulating or sacrificial and maintenance measures to be implemented as part of the construction project(s) of this program. No design is proposed for Phase 1. If the Port determines that best course is to provide a Port furnished solution, HDR will design this in a later phase of the project.
- **Deliverable:** HDR will furnish a draft memorandum of findings, results, and recommendations for Port review and comment. This will then be revised as appropriate and be wholly incorporated or referenced into the PDR.
- **Schedule Considerations:** An early, non-binding estimate is that the stray current related field work and associated reporting will be completed within four (4) weeks of initiating the field work. Scheduling of the field work will be coordinated to occur at an appropriate point during the execution of the dive investigation. The remaining elements of this work will be advanced as appropriate in support of marine structural engineering and the development of conceptual designs.

ACTIVITY 5 - INITIATE UNDERGROUND FACILITIES PROCEDURE

HDR, SLS, and Kimley-Horn and Associates (KHA), referred to collectively as HDR for the purpose of the Activity 5 discussion, will provide above-ground utilities and underground utilities (underground facilities) related discovery and advisory services and initiate the development of an Underground Facilities Procedure. The fees associated with these efforts are accounted for in those presented in Exhibits 4, 12, and 18. Key considerations include the following:

- HDR will review available Port provided surveys, mapping, or other documentation for known above-ground and underground utilities in combination with the data assimilated in Activity A2.1. KHA will then participate in one (1) focused site visit to observe readily accessible existing conditions and prepare a data-gap memorandum to include a comment log and marked-up exhibit of available data.
- As the draft survey deliverables are developed, HDR will develop an accompanying project Utilities Atlas that comprehensively presents the current understanding of both above-ground utilities and underground facilities and that also separately presents the above-ground and underground utilities. The Utilities Atlas will account for those utilities within the expected project construction footprint or to likely be impacted by project construction activities. Where determinable, utility specifics (owner, service type and capacity, size and material type, etc.) will be included as Atlas attributes. This will be developed in AutoCAD and be presented in PDF format.
- HDR will provide recommendations (if applicable) regarding the need for further identification, investigation, and mapping of above-ground utilities and underground facilities that are within the expected project construction footprint or to likely be impacted by project construction activities.
- As preliminary structural solutions and site impacts are identified and considered, HDR will identify, in a preliminary manner and to the extent determinable, those utilities (whether

above-ground utilities or underground facilities) likely to be affected by the project construction and additional utility facilities or extensions that will be needed to serve the Project

- HDR will work together with Owner to jointly establish a procedure (“Underground Facilities Procedure”) for the further identification, investigation, mapping, modification or improvement, and updating of record data for underground facilities that are within the expected project construction footprint or to likely be impacted by project construction activities, using ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” or other Owner approved standard, as a basis for establishing such Underground Facilities Procedure.
- The Underground Facilities Procedure will include a plan to keep underground facilities information current as Engineer proceeds with the provision of design services, and to add new, relocated, modified or improved underground facilities information to the site surveys and Utilities Atlas. The Underground Facilities Procedure will be modified or reapplied as the project designs progress or change.
- The PDR deliverable will provide a summary presentation of known utilities and data gaps and provide advisement of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.
- *Deliverable:* KHA furnished memorandum of apparent data-gaps to include comment log and marked-up exhibit of available data. HDR will provide a draft Utilities Atlas and initial Underground Facilities Procedure for Port review and comment. These will then be revised, as appropriate, and will be wholly incorporated or referenced into the PDR.
- *Schedule Considerations:* This work will be performed in parallel with the site exploration and concept development and design efforts. Milestone deliverable dates will be presented as elements of the Engineering Project Schedule (Activity A1.2).

ACTIVITY 6 – ENVIRONMENTAL AND REGULATORY SERVICES

HDR will partner with subconsultant KHA for the performance of environmental and regulatory services for Phase 1. HDR will lead the efforts associated with USACE and FDEP related to marine construction and navigational improvements in state submerged lands (if any) and in navigable waters of federal authority. KHA will lead the efforts associated with upland site / civil, drainage, utility, and building (warehouse) modifications. HDR’s scope of services and associated fees are included as Exhibit 11. KHA’s scope and associated fees are accounted for as Task 8 of Exhibit 12. Key considerations include the following:

- The HDR team will identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the project provided to Engineer or being concurrently prepared for Owner by others.
- As concepts are developed, our environmental specialists will advise the design team of potential environmental impacts and permitting challenges and will collaborate in developing solutions that achieve the desired performance criteria in full consideration of environmental good stewardship.

- If the need for navigational improvements is confirmed as part of the Phase 1 services, HDR will consult with agencies having jurisdiction and will identify key concerns and necessary site investigations (and the available timelines for the performance of these, if applicable, such as for seagrass) to define impacts and the fate of dredged materials.
- As concepts are developed, HDR will perform limited consultation and desktop studies to identify or eliminate issues of concern. These will include such considerations as identifying likely flora and fauna that may be impacted, historical and archaeological resources, likely wetlands of impact, etc.
- As preferred concepts are identified, HDR will perform early agency coordination meetings to identify likely impacts and potential mitigation strategies.
- HDR will coordinate with the Port in defining early permitting strategies related to the sequence, grouping, and timing of construction.
- HDR will develop a Permitting Narrative that addresses considered solutions; lead and commenting agencies that need be considered; potential impacts and concern; available best practice measures and mitigation options to address these; the scope, fee, and timeline for the performance of site resource and habitat studies; and the early recommended strategies for gaining regulatory approval, including sequencing and grouping, consideration of application fees, and projected permitting duties of the Engineer, Owner, and Contractor.
- **Deliverable:** A draft Permitting Narrative will be provided for Port review and comment. This will then be revised, as appropriate, and be wholly incorporated or referenced into the PDR. If there is a confirmed need for performing specific site studies (seagrass) with calendar related performance restrictions, then HDR will independently consult with the Port in determining appropriate timeline and contractual implications for the authorization of these, whether as a Phase 1 supplement or as part of a future phase.
- **Schedule Considerations:** It is anticipated that initial desktop studies will be completed within a month of NTP. Agency coordination will be performed once concepts are defined – these typically take two to three (2 to 3) months to schedule and perform. The draft Permitting Approach will be completed in approximately eight (8) weeks following agency coordination. The timeline and milestones for these services will be orchestrated to complement the completion of the PDR. Milestone deliverable dates will be presented as elements of the Engineering Project Schedule (Activity A1.2).

ACTIVITY 7- COASTAL METOCEAN, SCOUR PREDICTION AND RESILIENCY RELATED SERVICES

HDR will self-perform the Activity 7 related services as are proposed in Exhibit 13, inclusive of a summary of HDR's associated labor and direct expense costs. Key considerations include the following:

- HDR will perform a desktop metocean analysis to:
 - o Define normal and extreme tides and flooding characteristics;
 - o Characterize statistically relevant wind, current, and wave data to inform mooring analyses and design; and
 - o Assess relative sea level rise (SLR) predictions and applicable guidance, policies, and statutory requirements.

- HDR will assess the potential need for obtaining supplementing field measurements or for performing hydrodynamic numerical modeling to support navigation simulation modeling (if necessary, in accordance with Activity 9) or dynamic passing vessel modeling for mooring analysis.
- Based on discussion with the Port, it is not anticipated that dynamic passing vessel analyses will be required and are not accounted for in the proposed fees. Through the performance of Activities 7 and 8, HDR will further assess the need. If deemed necessary, hydrodynamic modeling and dynamic mooring analysis will be proposed for performance during the Preliminary Design Phase.
- Based on discussion with the Port, predictive studies for vessel induced prop-wash scour and the development of appropriate mitigating strategies are not anticipated and are not accounted for in the proposed fees. HDR will revisit this assumption through review of Port provided historical hydrographic surveys (if any) and the data collected through the Activity 2 hydrographic surveys and sonar reconnaissance. If consideration of vessel induced scour is deemed warranted, HDR will discuss appropriate strategies with the Port and will document agreed strategies in the preliminary Basis of Design and PDR. Such strategies would then be addressed in later project phases and could include the performance of predictive studies and the design of structures for an increased retained height, design of armoring, or determination of appropriate observance and maintenance measures.
- As indicated, HDR will assess SLR vulnerability and summarize applicable guidance, policies, and statutory requirements and report these for Port consideration. However, based on discussions with the Port, the development of an environmental sustainability / resiliency plan or BMP plan is not anticipated and is not accounted for in the proposed fees. It is anticipated that HDR and the Port will collaboratively discuss designing structures to accommodate future resiliency related modifications as is further discussed in Activity 10.
- **Deliverable:** A draft metocean assessment study report will be provided for Port review and comment. This will then be revised, as appropriate, and will be wholly incorporated or referenced into the preliminary Basis of Design and PDR.
- **Schedule Considerations:** The timeline and milestones for these services will be orchestrated to complement the completion of the PDR. Milestone deliverable dates will be presented as elements of the Engineering Project Schedule (Activity A1.2).

ACTIVITY 8 – MOORING AND BERTHING ANALYSIS

HDR will self-perform the Activity 8 related services as are proposed in Exhibit 14, inclusive of a summary of HDR's associated labor and direct expense costs. The primary focus of these Phase 1 services is to inform the development of project solutions and conceptual designs, to facilitate decision making, and to inform the need and scope of associated services to be provided in future phases. Key considerations include the following:

- Mooring analysis for Berths 4/5, 9, 12, and 14 will be based on existing vessels and Port guidance on appropriate future vessels that may call the port following a harbor and berth deepening. This will be performed assuming use of existing mooring hardware to inform the strengthening design for these berths. If existing mooring hardware is deemed of insufficient rating and condition for future vessels, this will be advised in the findings memorandum and can be addressed as future improvements as part of an ensuing design phase at Port's direction.

- Mooring analyses for Berths 6, 7, 8, 10, and 11 will be based on existing vessels and existing mooring hardware for the purpose of evaluating and rating existing berth capacities for the interim prior to reconstruction.
- The above combined findings will inform a preliminary effort of design sufficient for advancing the initial phase through the determination of reconstruction concepts and recommended solutions. However, it is anticipated that a refined analysis will be necessary during the Preliminary Design Phase (advancing to 30% design) to account for new structure layouts (and type), revised mooring hardware type and location and mooring layouts, and future vessel types.
- No dynamic passing vessel analyses will be performed in this initial phase. This phase will assess the potential need for the performance of dynamic passing vessel analyses and provide a recommendation. If determined necessary, dynamic passing vessel analyses would be proposed for inclusion in the efforts of the ensuing phase of work.
- **Deliverable:** A draft mooring and berthing static analysis memorandum will be provided for Port review and comment. This will then be revised, as appropriate, and will be wholly incorporated or referenced into the preliminary Basis of Design and PDR.
- **Schedule Considerations:** It is anticipated that these services can be completed in approximately fifteen to sixteen (15 to 16) weeks from initiation. The timeline and milestones for these services will be orchestrated to complement the completion of the PDR. Milestone deliverable dates will be presented as elements of the Engineering Project Schedule (Activity A1.2).

ACTIVITY 9 – NAVIGATIONAL IMPROVEMENTS ADVISORY SERVICES

HDR will partner with subconsultant Seamen's Church Institute (SCI) to evaluate and confirm if navigational improvements will be necessary to accommodate the realignment of Berths 10 and 11. From discussion with the Port, there is the potential that the basin enlargement associated with the future Berth 4 extension might help offset potential stakeholder concerns related to the Berth 10 and 11 realignment. Activity 9 services will be performed in accordance with the proposed scope presented in Exhibit 14. Exhibit 14 also presents SCI's proposed fees. HDR's associated fees are captured in Exhibit 18. Key considerations include the following:

- SCI will provide subject matter expertise in support of HDR in evaluating design concepts and implications on the existing channel and turning basin and on vessel maneuverability. SCI will provide an opinion as to whether navigational improvements are likely warranted and, if so, what conditions are likely to be favorable with reviewing stakeholders.
- Leveraging SCI's relationships, SCI will facilitate and participate with HDR in discussions with USACE and the harbor pilots to present scenarios and solicit guidance. Desired guidance will include collaborative input on likely type and extent of navigational improvements and the determination of need for a navigation simulation model.
- If navigational improvements and a navigation simulation are determined to be appropriate, HDR will collaborate with SCI in developing the conceptual footprint and extent for the improvements. HDR will provide SCI with available collected metocean data and collaborate with SCI to define additional data requirements for the simulation model and to identify whether additional field data and measurements are required.
- If warranted, HDR will prepare a proposal for additional studies and data collection (if any) and for SCI's collaboration in developing the simulation model and conducting the

necessary coordination and reporting activities to obtain stakeholder approval for the proposed navigational improvements.

- **Deliverable:** A memorandum summarizing activities, conclusions, and recommendations will be provided for Port review and comment. This will then be revised, as appropriate, and will be wholly incorporated or referenced into the preliminary Basis of Design and PDR. If additional studies and the need for a navigation simulation model are confirmed, HDR will independently consult with the Port on determining appropriate timeline and contractual implications for the authorization of these, whether as a Phase 1 supplement or as part of a future phase.
- **Schedule Considerations:** The timeline and milestones for these services will be orchestrated to complement the completion of the PDR. Milestone deliverable dates will be presented as elements of the Engineering Project Schedule (Activity A1.2).

ACTIVITY 10 – MARINE STRUCTURAL AND UPLAND ENGINEERING AND PROGRAMMATIC ADVISORY SERVICES

HDR, KHA, Inwater Engineering (IW), and Hall Engineering Group (HEG), referred to collectively as HDR for the purpose of the Activity 10 discussion, will collaboratively provide the Activity 10 services that will culminate in the determination of preferred solutions and the initial programmatic guiding document (the PDR) for advancing the program through completion. The roles and associated fees for KHA, IW, and HEG are presented in Exhibits 12, 16, and 17, respectively. HDR's associated labor and direct expense costs are included as Exhibit 18.

- **A10.1; Identify and Evaluate Conceptual Solutions:** Initiating with the project kick-off meeting, HDR will collaborate with the Port in identifying potential wharf reconstruction and strengthening solutions that will be considered in determining the preferred and recommended solutions. HDR will provide the following services:
 - o If the Owner has not already identified specific potential solutions for study and evaluation, assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - o If it is necessary to identify, study, and evaluate multiple potential solutions, then identify up to three (3) alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
 - o Advance conceptual solutions sufficiently to perform a relative comparison in terms of relative cost and construction schedule, constructability, permitting implications, navigational and operational implications, existing structure and utilities implications, construction related risks, and achievable service life and maintenance considerations. It is anticipated that this will include engineering sufficient to preliminarily determine the sizing and type of primary structural members and likely construction implications. This may include typical pile sizes and lengths; bulkhead sections and embedment; primary anchorage types and typical sizing; concrete cap, beam, and decking dimensional envelopes; fender and bollard types and spacing; extent and likely section for associated paving improvements; extents and type of demolition; extent and type of utility implications and expected necessary corrective action; extent and type of drainage

improvements; and extent and type of expected soil improvements for land reclamation; etc.

- o As conceptual solutions are advanced, collaborate with the Port in determining those that will be objectively dismissed due to provided level of service, navigational or operational implications, constructability, construction risk, regulatory impacts, or other concerns.
- o For conceptual solutions that are not dismissed through collaboration with the Port, develop rough order of magnitude (ROM) opinions of relative construction cost and schedule. These will not be intended for initial budgetary and planning purposes, but to provide an objective and relative means for comparison.
- o For conceptual solutions that are not dismissed through collaboration with the Port, provide a ranking matrix that considers relative cost and construction schedule, constructability, permitting implications, navigational and operational implications, existing structure and utilities implications, construction related risks, and achievable service life and maintenance considerations, or other factors collaboratively identified with the Owner.
- o After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project
- o Deliverable: No formal deliverable; considered concepts, descriptions, conceptual drawings, key considerations, rankings, and recommendations will be included and discussed in the PDR.

- **A10.2; Environmental Resiliency and Sustainability:**

- o As is discussed in Activity 7, HDR will provide guidance related to anticipated SLR projections and applicable guidance, policies, and statutory requirement, but it is not anticipated that HDR will be engaged in developing an environmental sustainability / resilience plan or BMP plan. From discussions with the Port, it is understood that there is current standard of practice for designing new structures to allow for future raising to a specific common elevation. Proposed fees are based on this expectation and, if so directed, this requirement will be recorded in the preliminary Basis of Design and PDR and it will be considered in the development of Phase 1 conceptual solutions.
- o If desired, though not accounted for in the proposed fees, HDR can support the Port in performing a cost / benefit sensitivity analysis to evaluate the relative cost difference for differing future raised elevations – this often yields clear data driven trends that can facilitate an informed and justifiable decision basis. At the Port's request, HDR can provide a separate fee proposal to perform these services as an addendum to Phase 1 services or to be included in the future proposed services for Preliminary Design.
- o HDR will collaborate with the Port in identifying Port directed opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design. Where such features are identified, they will be incorporated into the preliminary BOD.
- o Deliverable: No formal deliverable; where sustainable features are identified for inclusion in design, these will be captured in the preliminary BOD.

- **A10.3; Advisory Services:** In developing the programmatic decisions and strategies that will inform the PDR, HDR will collaboratively engage with the Port in an advisory capacity. This will include the following services:
 - o Assist the Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the site; innovative design, contracting, or procurement strategies; project delivery method; the use of GIS databasing for construction administration and asset management purposes; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. Mutually agreed provisions to be incorporated into the overall program or designs will be captured in the PDR as "Project Strategies, Technologies, and Techniques."
 - o Assist the Owner in evaluating likely operational and navigational implications for the proposed solutions and identify strategies for maintaining operations while also promoting the performance of efficient and cost-effective construction. Through discussion with the Port, it is understood that the Berth 4 expansion is a necessary precursor construction project that will be completed prior to any of the construction projects of this program and that this will provide an additional berth and allow for the relocation of existing operations while a berth of this program is removed from service for the duration of construction. HDR will partner with the Port in evaluating the preferred sequence of the construction projects and other potential berth improvements that will facilitate alternative berth locations and continued cargo operations while a berth is decommissioned. As appropriate, HDR will collaborate with the Port in also defining necessary limits and conditions for construction, such as access routes, phasing strategies, staging areas, etc, to maintain minimally impacted adjacent operations.
 - o Consult with the Owner to better understand the Port's projected strategy, source, availability, and timing of funding to construct the projects of this Program. Though not accounted for in the proposed fees, HDR can provide highly qualified and capable financing advisory services, grant funding strategies, and support grant application development inclusive of benefit / cost analyses. At the Port's request, HDR can provide a separate fee proposal to perform these services as an addendum to Phase 1 services or to be included in future phases of the work.
 - o Assist the Owner in evaluating the sequence, grouping, and procurement strategy of the construction projects of the program. HDR will collaborate with the Port in evaluating the grouping of construction projects (if viable with funding) to reduce mobilization and learning-curve costs and total duration and project sequencing that aligns with condition priorities, functional prioritization, and funding and procurement strategies, as these will all directly influence the overall duration and cost. Ultimately, several similar marine construction projects will likely be delivered sequentially; if feasible in alignment with the Port's procurement policies, evaluate the viability of establishing a pre-qualified pool of marine contractors who would then compete on scope and price for individual projects as funding becomes available. If feasible, this approach could significantly reduce procurement timelines, lower costs and streamline the overall program critical path.
 - o Assist the Owner in evaluating the strategy, sequence, and grouping of the construction projects of the program in relation to funding, permitting, and NEPA. The overall program duration will be driven by the Port's funding strategies –

specifically, which construction projects seek federal aid, how they are grouped and which grant cycles are targeted. Permitting timelines similarly depend on project grouping, sequencing and whether they will be permitted individually or collectively. Consideration will be given to funding strategy and timeline, in addition to impacts and mitigation requirements.

- o Assist the owner in developing a cohesive strategy that considers the elements discussed in the prior three bullet points.
 - o Deliverable: No formal deliverable; related decisions and strategies will be discussed in the PDR.
- **A10.4 Initial Opinion of Probable Construction Cost (OPCC):** For the preferred / recommended solutions, HDR will provide an initial Engineer's Opinion of Probable Construction Cost, in accordance with Article 5.01 of the Agreement.
 - o This initial OPCC will be provided as a means for better informed planning of the overall program but will be a ROM estimate prepared by the design team and reflecting the design team's recent, relevant experience with similar types of construction and its understanding of the construction industry means, methods, and production rates. In later phases of the work, HDR will engage the support of its internal professional cost estimating team that will also consider availability of materials, time-based price escalation, regional market drivers, and risk associated allocation of cost.
 - o If the Owner deems it appropriate, the OPCC will account for the grouping and sequencing strategy for the construction projects (Activity A10.3) of the program to reflect implications on mobilization costs and escalation. If preferred by the Owner, costs can also be reported on a single berth basis and be presented in present value.
 - o This initial OPCC will be limited to one of construction cost, not total project cost, as are defined in the Agreement. Total project costs will be provided in future phases of the work.
 - o Deliverable: A draft OPCC will be provided for Port review and comment. This will then be revised, as appropriate, and will be wholly incorporated or referenced into the PDR.
- **A10.5 Refined Engineering Project Schedule and Initial Programmatic Schedule:** Based on the developed grouping and sequencing strategies (Activity A10.3) HDR will provide a revised Engineering Project Schedule (EPS) and an initial Programmatic Schedule.
 - o The EPS developed in Activity A1.2 will be updated using the same approach and logic to include the critical path sequencing and duration for delivery of the remaining services through design, permitting, and NEPA. This will account for projected sequencing of the construction projects and the accompanying sequencing for the discrete delivery of construction documents and permitting efforts. The sequence and duration for additional site exploration activities and informing studies, if determined necessary in Phase 1, will be included. A timeline for NEPA efforts will also be included to reflect anticipated grant funding efforts.
 - o The initial Programmatic Schedule will provide the timeline roadmap through completion of the various construction projects of the program. This will account

for the projected funding strategies and timelines, the performance of NEPA documentation to enable grant funding, project grouping and sequencing, procurement, projected construction duration, and closeout.

- o As a “living” baseline schedule, the EPS will be updated through future work phases and be used for managing the completion of the services authorized by the Agreement (and for Port’s use in reporting progress to MARAD). The schedule will be routinely assessed and updated to reflect actual completion dates and revised projected milestone completion dates. If appropriate, HDR will collaborate with the Port in identifying and performing corrective actions for schedule recovery. The performance of various elements of the work may be influenced by site availability and, in some instances, by the availability and performance of third-party stakeholders. If necessary, future equitable adjustments to the schedule may be necessary to reflect delays outside of HDR’s direct control.
- o Similarly, in future phases, the Programmatic Schedule will be treated as a “living” baseline schedule. As Port priorities and funding and procurement strategies evolve, the Programmatic Schedule will be updated to reflect such evolution.
- o Deliverable: A draft EPS and initial Programmatic Schedule will be provided for Port review and comment. This will then be revised, as appropriate, and will be wholly incorporated or referenced into the PDR.

- **A10.6; Preliminary Basis of Design (BOD):**

- o HDR will develop a preliminary BOD. The BOD will briefly document appropriate design assumptions, decisions, and compliance requirements that form the basis for development of concepts and designs and that may inform the development of future construction documents and risk management strategies. The BOD will also document loading criteria, reference the design codes utilized in the design, and provide an outline of pertinent methodology of design, as deemed appropriate by HDR. Specification of construction material requirements, when a necessary component of the design, will also be included. Key data will include, though not be limited to, as-built information, geotechnical data and recommendations, site topographic and hydrographic surveys, and decision communications; said information will be included as appendices or by reference.
- o A “living” document, the BOD will be updated in future phases, as various concepts and strategies are refined and will be issued as a pre-final document during Preliminary Design Phase and as a final document during the Final Design Phase.
- o Deliverable: An initial Draft of the preliminary BOD will be developed for Port’s review and comment; the document will then be refined, as appropriate, and be wholly incorporated or referenced into the PDR

- **A10.7 Pre-Design Report:** HDR will provide a Pre-Design Report which will, as appropriate, present schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate mutually agreed requirements, considerations involved, and Engineer’s recommended solution(s). This report will memorialize guiding directives given by the Port; site exploration and testing; performed studies; recommendations for further exploration and studies; and projected construction, permitting, and NEPA strategies.

Deliverable: HDR will provide a phase end deliverable (the Pre-Design Report) for Port review and comment and will revise as appropriately for re-issue. The PDR will include or address the following:

- o Considered concepts, relative ratings, and recommended solution(s)
- o Sequencing of construction and maintenance of operations
- o Preliminary Basis of Design
- o Project Strategies, Technologies, and Techniques
- o Permitting Narrative
- o Projected procurement, grouping, and sequencing strategies for construction, permitting, and NEPA.
- o Initial opinion of probable construction cost
- o Refined Engineering Project Schedule and Initial Programmatic Schedule
- o Site exploration deliverables as are defined in Activity 2
- o Berth condition and capacity assessment and mapping
- o Corrosion engineering recommendations and determination of stray current in berths 9-11
- o Initial Underground Facilities Procedure including presentation of known utilities, data gaps, and recommended next steps
- o Coastal metocean and resiliency related considerations
- o Mooring and berthing analysis and recommendations
- o Determination of need for vessel-induced scour considerations
- o Determination of need for hydrodynamic passing vessel studies
- o Determination of need for navigational improvements and simulation modeling
- o Statement of need, scope, and cost for additional recommended site exploration activities.
- o Statement of need, scope, and cost for additional engineering studies
- o Data log of Port or third-party provided information of relevance
- o Log of key directives and decisions including context and date
- **A10.8 Phase 2 Proposal:** HDR will develop the scope, fee, and schedule for Phase 2 services. This is anticipated to include Preliminary Design through approximately 30%, initial permitting applications, and the performance of supplemental site exploration and informing studies as are identified in Phase 1.
- **Deliverable:** HDR will provide a formally proposed scope, fee, and schedule that, when mutually agreed, will be authorized as an Amendment to the Agreement in accordance with Exhibit C of the Agreement. This deliverable may follow the completion and acceptance of the PDR and is not considered as a necessary deliverable for the Port's acceptance and closure of HDR's Phase 1 obligation.

Project Schedule

A detailed critical path schedule will be developed as Activity A1.2 and will define the duration of Phase 1 Pre-Engineering services. A non-binding estimate of duration is based on a critical path of startup and subcontracting, obtaining survey information, condition assessments, and preliminary geotechnical guidance to inform design, the development of initial concepts, followed by the performance of regulatory pre-application meetings and permitting narrative. It is estimated that Phase 1 can be completed in 14 months from NTP.

Project Fees

Exhibit 2 of this proposal provides a summarized breakdown of proposed fee by task (activity) and team member. This also includes line items for recommended contingency allowance budget for additional mobilization and standby of field exploration providers. HDR's fee includes a 5% markup on subconsultants fees for management, collaboration, deliverable reviews, and quality assurance.

Subconsultant priced proposals and HDR's estimated manhours, labor rates, and direct expense backup are included in Exhibits 3 through 18. HDR's estimated manhours, labor rates, and direct expense backup are provided to facilitate mutual agreement on the general expected level of effort and the appropriate classification and rate of staff to be engaged and are not intended as biding commitment of specific staff or hours for the assigned tasks.

HDR is recommending a Pre-Engineering Phase 1 total Lump Sum Budget of \$3,297,436.84 and a separate contingency allowance budget of \$186,032.97.

MCPA's responsibilities

1. As appropriate, facilitate and coordinate the necessary collaboration or action of third-party stakeholder consultants (if applicable), internal service providers (such as port operations), harbor pilots, and vessel captains (ship masters). As is discussed in Activity 4, HDR will require cooperation from the upland pipeline utility owner to evaluate the potential stray current issue on Berths 9-11; it is assumed that the Port will facilitate this.
2. It is assumed that the Port will provide internal coordination amongst any third-party stakeholder consultants (if applicable) and internal service providers and that direction will be given from a single assigned Point of Contact (POC) as representative of all stakeholders' consensus. Similarly, HDR will direct all communications to this single POC with the understanding that they will be forwarded to appropriate staff and consultants for review, comment, or action, as appropriate. When review comments are to be provided for HDR deliverables, the POC will consolidate and provide in single document format.
3. The Port will furnish the following:
 - Preferred type for fenders and mooring bollards and for cargo offloading and conveyance infrastructure to be incorporated into the construction projects of this program.
 - Reports, facility plans, construction drawings and specifications and construction as-builts, construction pile driving and other construction execution logs, permits, maintenance dredging records and surveys, site utility and survey data, geotechnical exploration and testing reports, condition assessments and site evaluations.

- Guidance on available mitigation banking resources that may be used and collaboration on preferred mitigation strategies to address impacted environmental resources.
- Existing geotechnical studies for the project and adjacent areas.
- Recent LIDAR of the project and adjacent areas.

Key Assumptions and Qualifications

1. The Berth 4 extension and basin expansion will be completed and operational prior to initiation of any construction projects of this program. This establishes an additional berth in port that will provide means for accommodating relocated vessel and cargo operations while a berth of this program is under construction.
2. All referenced scopes of work (Exhibits 3 – 18, as applicable) will be performed in accordance with the assumptions, exclusions, and qualifications presented therein. These are not summarized in this document but are incorporated by reference.
3. The team structure and staff assignments presented in Exhibit 1 reflect the best available information regarding partner firm capabilities and assigned staff availability at the time of submittal for the response to MCPA-RFQ-E-26-001. Over the extended duration of this contractual obligation, necessary for completing all services of this project, it is inevitable that staff assignments will require modification due to natural attrition. As appropriate, HDR will advise the Port if key staff require substitution and will provide alternatives with mutually acceptable qualifications and experience.
4. Depending on the Port's federal grant funding strategy and timing for pursuing construction funding through future grant cycles, there is the potential that enabling NEPA documentation will need to be performed after the current PIDP Special Milestone Planned Project Completion Date of December 31, 2030, and may require an alternative source of funding. Such an occurrence would be outside of HDR's direct control.
5. Completion of the work is partly dependent on input provided by the Port. HDR will endeavor to complete all work in the agreed timeline developed in Activity A1.2, subject to timely receipt of key project data, draft deliverable review comments, etc., from the Port as required. HDR will provide critical path delivery dates for such materials, as is applicable, as the work is performed. Port agrees to provide equitable adjustments to project schedule should HDR be delayed by circumstances outside of its control.
6. The assumed number and attendees for meetings are as provided in Activity A1.5.
7. File sharing platform will be Autodesk Construction Cloud and Desktop Connector.
8. As is discussed in Activity 3, the provision of true berth capacity "load ratings" is unlikely; an assessment of suitability for existing or planned service and / or a recommendation for live loading restrictions is more likely. This may merit the Port's separate qualification with MARAD, as Schedule B *Project Activities* of the PIDP Grant indicates that the Statement of Work includes preparing a port-wide map of "dock load limits" and bollard capacities for all berths
9. The manhours and allocated staff indicated in Exhibits 3-18, as applicable, provide the basis for the anticipated level of effort and the appropriate classification of staff necessary for completing the work and are not intended as binding commitments of specific staff or level of effort for presented tasks. As the work evolves, HDR will adaptively allocate budget

and resources amongst tasks and activities to best support advancement of the project within the limits of the proposed budget. Should it become evident that actual effort for any task or activity will significantly diverge from the assumptions set forth in this proposal and exhibits and that it cannot be addressed through re-allocation within the limits of the overall proposed budget, HDR will notify the Port for concurrence on further direction.

Work not Included in HDR's Proposed Scope of Services

It is HDR's desire to support the Port in delivering the project successfully. HDR will strive to accommodate this delivery within the limits of the proposed budget and timeline; however, it is possible that there could be additional activities, which will be defined as the project evolves, that may be required to advance the project and which are not provided for in the current scope of services and proposed fee. Additionally, there are some scope elements of known or potential need that have been identified in the scope and are being deferred until the need has been confirmed and the scope can be better defined. When or if these are determined necessary and to be provided by the Engineer, HDR will collaborate with the Port for authorization as an Amendment to Phase 1 or in a future phase of work.

1. Services that are not included:

- MARAD and FDOT grant related progress and financial reporting and performance reporting, beyond those services defined in the Agreement and this proposal.
- HDR performed independent verification of methodology or findings for bollard capacities reports by Edgewater Consultants (BollardScan).

2. Services that are deferred to a future project phase:

- Detailed design beyond conceptual, preparation of permit applications, and preparation of NEPA documentation.
- Environmental habitat or resource field studies.
- Engagement with HDR's internal cost estimating professionals.

3. Services that may be determined necessary (to be determined as part of Phase 1 services) but are deferred until confirmed and are not included in the currently proposed scope of work:

- Soft digs and / or GPR to further explore presence and type of underground utilities.
- Geophysical exploration comprised of sub-bottom profiling and seismic refraction.
- Resource surveys, sediment sampling and geotechnical testing to inform the design and permitting and to determine dredged material fate for potential navigational improvements.
- Destructive testing or uncovering of infrastructure to assess condition (including stray current susceptibility) and inform capacity assessments.
- Design for mitigating solution if stray currents are confirmed to be an issue for Berths 9, 10, and 11.
- Additional field data collection and / or hydrodynamic modeling to support passing vessel studies or navigation modeling and simulation.

- Vessel induced prop-wash predictive studies and design for mitigating measures.
 - Dynamic passing vessel studies.
 - Navigation modeling and simulation.
 - Cost / benefit sensitivity analysis for objective determination of elevation for SLR related future raising of structures.
 - Incorporation of BIM modeling, geotechnical baselining, and GIS databasing technologies into the Phase 1 deliverables. The desire for the incorporation of these into future phases will be assessed in accordance with Activity A10.3.
 - Review with Owner of the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform and to absorb or avoid damage without suffering complete or substantial failure. Identification of additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Performance of additional risk assessment studies or development of tools to further evaluate system resiliency beyond the applicable established thresholds.
4. The proposed scope of work includes strengthening of existing structures for a future harbor deepening and the potential for larger vessels. It is HDR's limited understanding that larger vessels may be restricted from calling the Port due to other necessary navigational improvements in the channel approaches outside of the Port basin and approaches. Consideration of such enabling navigational improvements is not included in the proposed scope of services.
5. As the basis for MCPA's selection, HDR provided a team that can support additional value-added services should they be determined necessary or beneficial to the Port. The following services can be provided by HDR but are not included in the currently proposed scope of work:
- Berth utilization statistical evaluations to determine capacity and to inform vessel relocation strategies during construction.
 - Funding and grant strategic advisory services, preparation of grant applications, and preparation of benefit / cost analyses.
 - Environmental resiliency and sustainability advisory services for developing a sustainability / resiliency plan and best management practices.
 - Section 203 advisory services.

Conclusion

We greatly appreciate MCPA's consideration selecting HDR as your partner for this program and we look forward to helping the Port succeed. We hope that the proposed scope meets the Port's needs. Should you have questions or comments, please contact Wes Dortch at (904) 534-6631.

Sincerely,
HDR Engineering, Inc.



Jeffrey B. Arms
Vice President
Area Manager



Wesley Dortch, PE, BC.PE
Vice President, Maritime
Principal-in-Charge

Attachments:

- Exhibit 1 – Team Organizational Chart as submitted in response to MCPA-RFQ-E-26-001
- Exhibit 2 – Proposed Fee Summary
- Exhibit 3 – HDR Proposed Labor and Direct Costs – Project Management
- Exhibit 4 – Suncoast Land Surveying Proposal
- Exhibit 5 – HDR Proposed Labor and Direct Costs – Geotechnical Engineering
- Exhibit 6 – AREHNA Engineering Proposal
- Exhibit 7 – Stantec Proposal
- Exhibit 8 – Collins Engineers Proposal
- Exhibit 9 – Edgewater Consultants (BollardScan) Proposal
- Exhibit 10 – HDR Proposed Labor and Direct Costs – Corrosion Engineering
- Exhibit 11 – HDR Proposed Labor and Direct Costs – Environmental Services
- Exhibit 12 – Kimley-Horn and Associates Proposal
- Exhibit 13 – HDR Proposed Labor and Direct Costs – Coastal / Metocean / Resiliency
- Exhibit 14 – HDR Proposed Labor and Direct Costs – Mooring and Berthing Studies
- Exhibit 15 – Seamen's Church Institute Proposal
- Exhibit 16 – Inwater Engineering Proposal
- Exhibit 17 – Hall Engineering Group Proposal
- Exhibit 18 – HDR Proposed Labor and Direct Costs – Marine Structural & Advisory

Organizational Chart

EXHIBIT 1

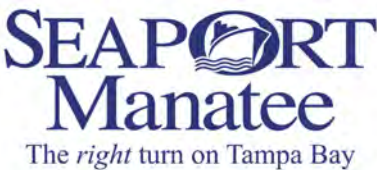


EXHIBIT 2

Exhibit 2 - MCPA RFQ-E-26-001 Proposed Fee Summary

Activity 1 - Project Management			
HDR Labor (Exhibit 3)	\$	202,889.00	
HDR Direct Expenses (Exhibit 3)		<u>1,140.00</u>	
Recommended Lump Sum Budget	\$	204,029.00	
Activity 2 - Site Exploration			
HDR Labor Geotechnical (Exhibit 5)	\$	170,675.00	
HDR Direct Expenses Geotechnical (Exhibit 5)	\$	3,816.00	
HDR Labor Marine Structural / Advisory (Not in Markup - Exhibit 18)	\$	43,488.00	
HDR Direct Expenses Marine Structural / Advisory (Not in Markup - Exhibit 18)			
Subconsultant (Suncoast, Exhibit 4)	\$	121,950.00	
Subconsultant (Arehna, Exhibit 6)	\$	797,937.50	
Subconsultant (Stantec, Exhibit 7)	\$	70,210.00	
Subconsultant (Collins, Exhibit 8)	\$	264,000.00	
Subconsultant (Edgewater / BollardScan, Exhibit 9)	\$	120,861.25	
HDR - 5% Markup for Subconsultant Services		<u>68,747.94</u>	
Recommended Lump Sum Budget	\$	1,443,706.69	
Recommended Allowance (Arehna one (1) additional mobilization SPT, 1 CPT, 1 Water Plant)	\$	16,350.00	
Recommended Allowance (Collins one (1) additional mobilization UW & Sonar, 1 extra day each)	\$	<u>54,682.97</u>	
Recommended Contingency Allowance Budget	\$	71,032.97	
Activity 3 -Condition and Capacity Assessment and Mapping			
HDR Labor Marine Structural / Advisory (Exhibit 18)	\$	141,720.00	
HDR Direct Expenses Marine Structural / Advisory (Exhibit 18)			
Subconsultant	\$	-	
HDR - 5% Markup for Subconsultant Services		<u>-</u>	
Recommended Lump Sum Budget	\$	141,720.00	
Activity 4 - Corrosion Engineering and Stray Curent Investigation			
HDR Labor Corrosion (Exhibit 10)	\$	42,782.00	
HDR Direct Expenses Corrosion (Exhibit 10)	\$	2,449.00	
Subconsultant (Collins - Accounted for in Activity 2)	\$	-	
HDR - 5% Markup for Subconsultant Services		<u>-</u>	
Recommended Lump Sum Budget	\$	45,231.00	
Activity 5 - Initiate Underground Facilities Procedure			
HDR Labor Marine Structural / Advisory (Exhibit 18)	\$	62,240.00	
HDR Direct Expenses Marine Structural / Advisory (Exhibit 18)			
Subconsultant (Suncoast - Accounted for in Activity 2)	\$	-	
Subconsultant (Kimley-Horn - Accounted for in Activity 10)	\$	-	
HDR - 5% Markup for Subconsultant Services		<u>-</u>	
Recommended Lump Sum Budget	\$	62,240.00	
Activity 6 - Environmental and Regulatory Services			
HDR Labor Environmental (Exhibit 11)	\$	17,352.00	
HDR Direct Expenses Environmental (Exhibit 11)			
Subconsultant (Kimley-Horn, Exhibit 12)	\$	12,984.00	
HDR - 5% Markup for Subconsultant Services		<u>649.20</u>	
Recommended Lump Sum Budget	\$	30,985.20	
Activity 7 - Coastal, Metocean, Scour Prediction, and Resiliency Related Services			
HDR Labor Coastal (Exhibit 13) - Negotiated Concession of \$10,000	\$	50,335.00	
HDR Direct Expenses Coastal (Exhibit 13)	\$	-	
Subconsultant	\$	-	
HDR - 5% Markup for Subconsultant Services		<u>-</u>	
Recommended Lump Sum Budget	\$	50,335.00	
Activity 8 - Mooring and Berthing Analysis			
HDR Labor Mooring / Berthing (Exhibit 14)	\$	59,659.00	
HDR Direct ExpensesMooring / Berthing (Exhibit 14)	\$	-	
Subconsultant	\$	-	
HDR - 5% Markup for Subconsultant Services		<u>-</u>	
Recommended Lump Sum Budget	\$	59,659.00	
Activity 9 - Navigational Improvements Advisory Services			
HDR Labor Marine Structural / Advisory (Exhibit 18)	\$	23,855.00	
HDR Direct Expenses Marine Structural / Advisory (Exhibit 18)	\$	-	
Subconsultant (Seamen's Church, Exhibit 15)	\$	38,900.00	
HDR - 5% Markup for Subconsultant Services		<u>1,945.00</u>	
Recommended Lump Sum Budget	\$	64,700.00	
Activity 10 - Marine Structural and Upland Engineering and Programmatic Advisory Services			
HDR Labor Marine Structural / Advisory (Exhibit 18)	\$	529,091.00	
HDR Direct Expenses Marine Structural / Advisory (Exhibit 18)	\$	-	
Subconsultant (Kimley-Horn, Exhibit 12) - Negotiated Concession of \$100,000	\$	214,739.00	
Subconsultant (Inwater Engineering, Exhibit 16)	\$	152,000.00	
Subconsultant (Hall Engineering, Exhibit 17)	\$	59,700.00	
HDR - 5% Markup for Subconsultant Services		<u>21,321.95</u>	
Recommended Lump Sum Budget	\$	976,851.95	
SUMMARY			
Recommended Lump Sum Budget			
HDR (Labor)	\$	1,344,086.00	
HDR Direct Expenses	\$	7,405.00	
Subconsultant	\$	1,853,281.75	
HDR - 5% Markup for Subconsultant Services		<u>92,664.09</u>	
	\$	3,297,436.84	
Recommended Owner's Contingency Allowance Budget			
Subconsultant - Activity 2	\$	71,032.97	
Negotiated Concessions - Activities 10 (KHA \$100,000 + 5% HDR markup) and Activity 7 (HDR \$10,000)	\$	<u>115,000.00</u>	
	\$	186,032.97	
TOTAL Recommended Budget for Activities 1-10	\$	3,483,469.81	

NEW REVISED EXHIBIT 3

Exhibit 3

HDR Proposed Labor and Direct Costs

Exhibit 3 - Project Management

	HDR STAFF														
	Applied Billing Rate	Project Principal	Sr. project Manager	Deputy Project Manger / Senior Marine Structural Engineer	Sr. Marine Structural Engineer (AV)	Sr. Marine Structural Engineer (SM)	Jr. Marine Structural Engineer	Senior Maritime BIM / CAD	Maritime BIM / CAD	QA/QC Senior Marine Engineer	Project Controller	Project Accountant	HDR SUBTOTAL		
2026 Billed Rate		\$405.07	\$263.20	\$240.68	\$272.39	\$234.38	\$169.66	\$206.49	\$174.11	\$321.06	\$132.50	\$117.78			
2027 Billed Rate		\$423.30	\$275.05	\$251.51	\$284.65	\$244.92	\$177.29	\$215.79	\$181.94	\$335.51	\$138.46	\$123.08			
A1.1; Project Startup and Information Gathering and Review:	2026 Rate													Activity Sub Total	
Initial project controls / project management plan/management reviews/QA-QC plan and assignments		2.0	24.0	24.0							16.0	16.0	\$ 16,907.77	(Rounded up)	
Project Kick-off Prep, travel, attendance, minutes		12.0	18.0	18.0	8.0			6.0					\$ 17,348.78		
Assimilate, review, log, and distribute Port provided information		2.0	4.0	8.0									\$ 3,788.38		
Finalize Sub scope, fee, schedules, execute agreements		4.0	24.0	16.0							24.0	24.0	\$ 17,794.69	\$55,840.00	
A1.2; Engineering Project Schedule	2027 Rates														
Develop initial critical path schedule		24.0	40.0	16.0									\$ 24,100.63	\$24,101.00	
A1.3: Detailed Work Plans (not used)															
A1.4: QA/QC															
Internal supporting discipline collaboration, deliverable review, QC															
Marine structural collaboration with geotechnical Engineering (accounted for in Exhibit 18)															
Corrosion Engineering		4.0	8.0	8.0	8.0								\$ 8,182.83		
Environmental / Regulatory		8.0	16.0	8.0									\$ 9,799.21		
Coastal / Metocean		2.0	4.0	4.0									\$ 2,952.82		
Mooring and Berthing (accounted For in Exhibit 14, except principal and PM)		2.0	4.0										\$ 1,946.78		
Marine structural and Advisory deliverables (accounted for in Exhibit 18)															
Subconsultant Deliverables (accounted for in markup, with additional activities outlined in Exhibit 18)														\$22,882.00	
A1.5: Meetings and Site Visits, not accounted for above or in discipline proposals															
Project Kick-off (accounted for in A1.1)															
Remote progress meetings prep, attendance, minutes) (26 assumed)		26.0	52.0	40.0									\$ 35,368.55		
PDR draft submittal review prep, travel, attendance, minutes)		12.0	16.0	20.0	12.0								\$ 17,926.28		
Allowance for three additional meetings / site visits prep, travel, attendance, minutes		15.0	18.0	18.0									\$ 15,827.46	\$69,123.00	
A1.6; Additional internal project manament reviews															
14 months assumed, 0.5 hour prep, 0.5 hour attendance		7.0	14.0	7.0								7.0	7.0	\$ 10,405.09	
A1.6; Monthly reporting, schedule maintenance, invoicing (13 months after kickoff month)		7.0	19.0	19.0								20.0	39.0	\$ 20,536.94	\$30,943.00
SUBTOTAL		127.0	261.0	206.0	28.0	0.0	0.0	6.0	0.0	0.0	67.0	86.0	\$ 202,886.21	\$ 202,889.00	

I. HDR Labor	\$	202,889.00
II. HDR Direct Costs		
Travel for participation in 5 meetings		
mileage, 100 mile roundtrip, 5 trips, 3 attendees....1,500 miles @ 0.76 / mile)	\$1,140.00	
hotel		
per diem		
	\$1,140.00	
III. Subconsultant Services		
	\$0.00	
IV. Subonsultant Administration Markup	\$0.00	
TOTAL	\$204,029.00	



EXHIBIT 4

111 Forest Lakes Blvd, Oldsmar, FL 34677
Office: 813-854-1342 – Cell: 561-508-1009
Suncoastlandsurveying.com

PROPOSAL

July 31, 2026
Wesley Dorch, PE
HDR
4830 W Kennedy Blvd., Suite 400, Tampa, FL 33609

RE: MCPA RFQ-E-26-001 Berth Reconstruction

Dear Mr. Dorch,
We are pleased to provide you with the following proposal in support of the Pre-Engineering Phase for the above referenced project:

Topographic survey

A. Suncoast Land Surveying will perform a Topographic Survey of approximately 7630 linear feet located at Seaport Manatee. Survey will extend to the seawall and 100 to 150 feet inland of seawall per attached exhibit.

B. Suncoast Land Surveying will locate visible above-ground site improvements (e.g. drainage features, swales, culverts), utilities, roadway striping and appurtenances. Underground utilities will be graphically depicted on the survey drawing(s) in accordance with visible appurtenances. Suncoast Land Surveying Services, Inc. will assume NO responsibility for the completeness and/or accuracy of any subsurface data represented on the survey drawing(s) from information provided by others.

C. Suncoast Land Surveying will determine site elevations displayed on a maximum fifty (50') grid, at grade breaks, at changes in direction on curbing/paving, extending to the opposite right of way for adjoining streets. Raw data of elevations not shown on survey and point clouds will be provided to client.

D. Suncoast Land Surveying will establish benchmarks every 300' around the site.

E. All horizontal data will be referenced to the Florida State Plane Coordinate System, West Zone, NAD 83/2011 adjustment.

F. All elevations will be referenced to existing NGS or City Vertical Control benchmarks and the NAVD '88 vertical datum.

G. Suncoast Land Surveying will prepare a DTM or TIN with elevation contours displayed at a 1' interval as part of this survey.

H. Suncoast Land Surveying will provide the survey in AutoCAD & PDF format.

Fee: \$49,600.00



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Office: 813-854-1342 – Cell: 561-508-1009
Suncoastlandsurveying.com

Hydrographic survey along seawall

- A. Suncoast Land Surveying will perform a Hydrographic Survey of approximately 7630 linear feet located at Seaport Manatee. Survey will extend to the seawall and 150 feet west of seawall per attached exhibit.
- B. Suncoast Land Surveying will determine site elevations displayed on a maximum twenty-five (25') grid. Raw data of elevations not shown on survey and point clouds will be provided to client
- C. All horizontal data will be referenced to the Florida State Plane Coordinate System, West Zone, NAD 83/2011 adjustment.
- D. All elevations will be referenced to existing NGS or City Vertical Control benchmarks and the NAVD '88 vertical datum.
- E. Suncoast Land Surveying will prepare a DTM or TIN with elevation contours displayed at a 1' interval as part of this survey.
- F. Suncoast Land Surveying will provide the survey in AutoCAD & PDF format.

Fee: \$19,000.00

Hydrographic survey for Channel bend

- A. Suncoast Land Surveying will perform a Hydrographic Survey of approximately 24 acres located at Seaport Manatee. Survey will extend to the limits shown below.
- B. Suncoast Land Surveying will determine site elevations displayed on a maximum twenty-five (25') grid. Raw data of elevations not shown on survey and point clouds will be provided to client
- C. All horizontal data will be referenced to the Florida State Plane Coordinate System, West Zone, NAD 83/2011 adjustment.
- D. All elevations will be referenced to existing NGS or City Vertical Control benchmarks and the NAVD '88 vertical datum.
- E. Suncoast Land Surveying will prepare a DTM or TIN with elevation contours displayed at a 1' interval as part of this survey.
- F. Suncoast Land Surveying will provide the survey in AutoCAD & PDF format.

Fee: \$19,200.00



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Suncoastlandsurveying.com

Limits of Hydrographic Survey for Cannel Bend:





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Office: 813-854-1342 – Cell: 561-508-1009
Suncoastlandsurveying.com

Lidar Surface and Aerial Photography

- A. Suncoast Land Surveying will provide Aerial Lidar and Photogrammetry located at Seaport Manatee. Survey will include the topographic survey area and extend to the limits shown in attached exhibit.
- B. Suncoast Land Surveying will determine site elevations displayed on a maximum fifty (50') grid. Raw data of elevations not shown on survey and point clouds will be provided to client. Only surface features captured will be elevations.
- C. All horizontal data will be referenced to the Florida State Plane Coordinate System, West Zone, NAD 83/2011 adjustment.
- D. All elevations will be referenced to existing NGS or City Vertical Control benchmarks and the NAVD '88 vertical datum.
- E. Suncoast Land Surveying will prepare a DTM or TIN with elevation contours displayed at a 1' interval as part of this survey.
- F. Suncoast Land Surveying will provide the survey in AutoCAD & PDF format.

Fee: \$7,500.00

Underground Utility Marking

Suncoast Land Surveying will contract with Advanced Technological Solutions (ATS) to provide Underground utility markings inside topographic survey limits. Utility markings will be shown on survey. Underground utilities survey will be performed and will be shown on survey per standards in ASCE 38 guidelines. Utility excavation (soft digs) will not be provided in this phase. Need and scope for soft digs will be developed for performance in next phase.

Fee: \$26,650.00

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

Suncoast Land Surveying will provide CAD files and PDFs of the overall survey and enlargement plans that include all survey control information (horizontal datums, vertical datums, benchmarks used and dates and description of the survey process)

Survey will include all site planimetries, contours and necessary spot elevations and relative notes to properly capture the survey.



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Suncoast Land Surveying will provide an ACAD Civil 3D surface and CAD files that represent the site planimetries.

Suncoast Land Surveying will provide processed raw data used to create the surface in an XYZ or CSV file.

Suncoast Land Surveying will collaborate with the HDR team in establishing the Above and Underground Facilities Procedure to develop atlas used for planned improvements and future construction. Atlas will be updated with as-builts throughout project.

Suncoast Land Surveying will collaborate with other team partners in facilitating their needs (control points, boring locations, etc.).

Suncoast Land Surveying will coordinate with Port on capturing county established controls and establishing the appropriate datum. Datum conversions for Mean High Water, mean low water, etc. will be shown on survey.

Suncoast Land Surveying will provide a conformed signed and sealed survey that is comprised of the topographic survey, lidar survey, hydrographic survey and underground utilities. The deliverables of this phase will be a working draft pending the potential for additional supplemental exploration and verification in the next phase. Signed and sealed surveys will be delivered in the ensuing phase (Preliminary Design)

Suncoast Land Surveying anticipates having 2 field crews collecting data for surveys and will directly coordinate with the Port and Operations in scheduling access and managing conflicts due to vessel occupancy or Port operations.

Suncoast Land Surveying assumes having access to all areas of the port that require surveying and will work with Port staff to gain access to areas blocked by ships and equipment.

Schedule:

Week 1: Setting horizontal and vertical control.

Weeks 2-3: Utilities marked by ATS.

Weeks 4-10: Topographic survey, hydrographic survey, Lidar

Weeks 11-12: Drafting survey and quality control.

Total time for survey deliverables: 12 weeks



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Office: 813-854-1342 – Cell: 561-508-1009
Suncoastlandsurveying.com

FEE Schedule:

Topographic Survey: \$49,600.00

Hydrographic survey along seawall: \$19,000.00

Hydrographic survey for Channel bend: \$19,200.00

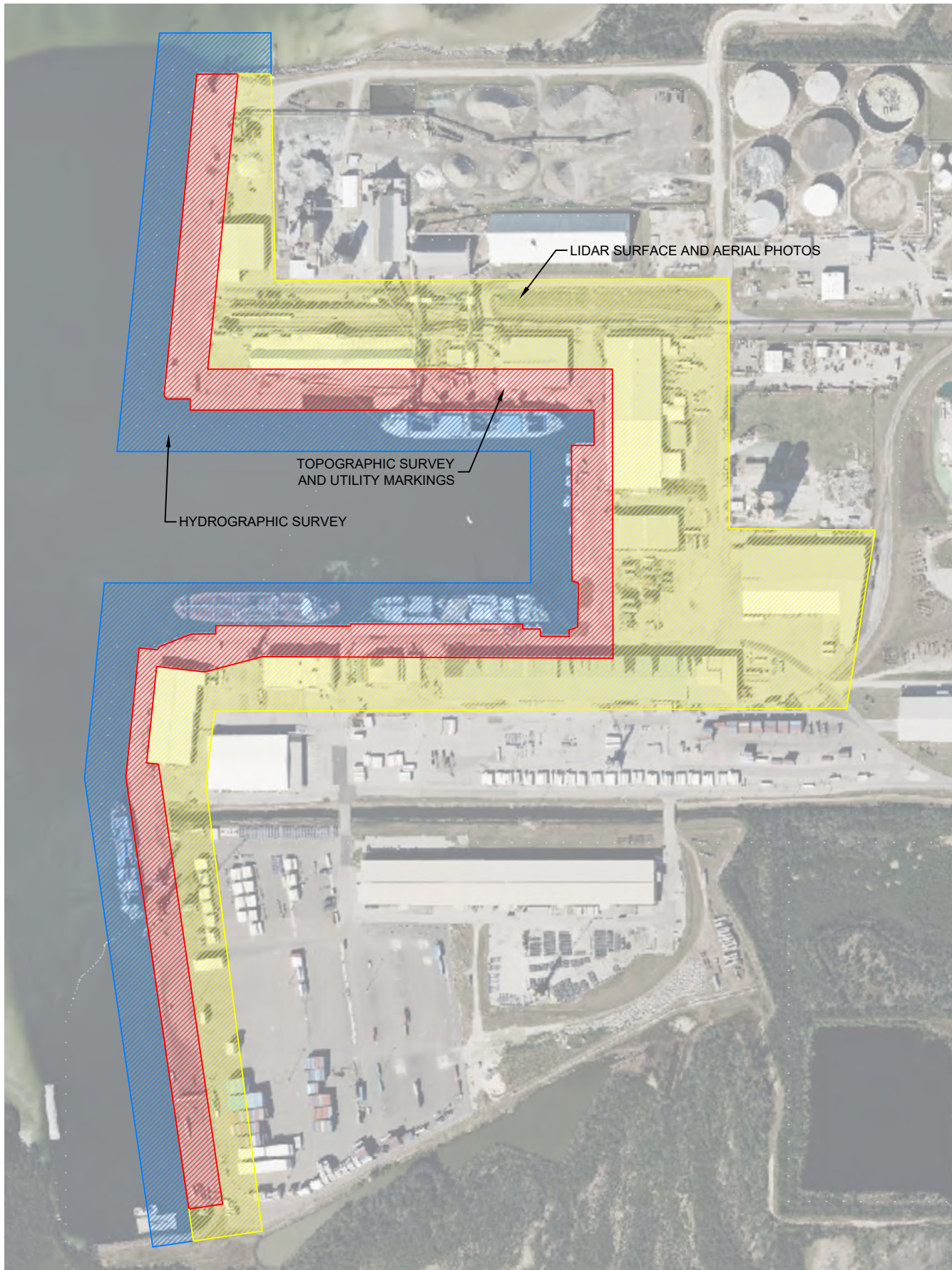
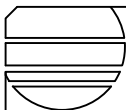
Lidar Surface and Aerial Photography: \$7,500.00

Underground Utility Marking: \$26,650.00

Land Surveying Total: \$121,950.00

Sincerely,
Kyle McClung, PSM
Vice-President

EXHIBIT



SUNCOAST LAND SURVEYING, INC.

111 FOREST LAKES BOULEVARD
OLDSMAR, FLORIDA 34677

LB 4513

BOUNDARY - TOPOGRAPHIC - CONSTRUCTION STAKEOUT
PH: (813) 854-1342 SLSURVEY@TAMPABAY.FL.COM

EXHIBIT 5

HDR Engineering, Inc.

Geotechnical Fee Development Sheet



Project: [Berth Reconstruction Planning, Permitting, and Design](#)
City: [Port Manatee, Tampa, FL](#)
Date: [8/5/2026](#)
Prepared by: [Aaron Zdinak, PE](#)
Reviewed by: [Jesse Darden](#)

BUDGET SUMMARY

	TOTAL
A. Direct Salary Costs, Estimated	
Est. Man-hrs X Current Hourly Rates	\$170,675
B. Direct Non-salary Cost, Estimated (Excluding Sub-consultant Cost)	\$3,816
C. HDR total	\$174,491

Date:

8/31/2026

MAN HOUR DETAIL - HDR Geotechnical Engineering Phase 1 Services - MCPA-RFG-6-26-001

	Geotechnical Program Manager (Hrs.)	Senior Geotechnical Engineer (Hrs.)	Geotechnical Engineer (Hrs.)	Jr. Geotechnical Engineer (Hrs.)	GIS (Senior) (Hrs.)	Totals
1.0 GEOTECHNICAL PROGRAM MANAGEMENT AND OVERSIGHT						
Primary HDR outputs: Geotechnical execution plan, schedule, decision log, risk register, progress reports, and subconsultant direction.						
1.1 Develop and maintain the geotechnical scope, WBS, budget, and schedule	4	6	0	0	0	10
1.2 Establish roles, responsibilities, interface, and decision authority among HDR, AREHNA, and Stantec	2	0	0	0	0	2
1.3 Prepare and maintain the geotechnical management and execution plan	2	4	0	0	0	6
1.4 Coordinate with the Port and HDR structural, marine, civil, pavement, survey/SUE, environmental, permitting, and cost-estimating teams	4	0	0	0	0	4
1.5 Lead geotechnical kickoff, progress, coordination, and technical decision meetings	6	6	0	0	0	12
1.6 Review subconsultant progress, invoices, schedule, deliverables, and scope compliance	1	0	4	0	0	5
1.7 Manage geotechnical assumptions, decisions, action items, and technical correspondence	8	4	0	0	0	12
1.8 Maintain the geotechnical risk register and identify items requiring additional investigation or later-phase evaluation	12	4	0	0	0	16
1.9 Manage scope changes, contingency use, and recommendations for supplemental services	2	0	0	0	0	2
1.10 Provide monthly progress and budget reporting to the HDR project manager	2	6	0	0	0	8
Sub-Total	43	30	4	0	0	77
	\$ 14,030.87	\$ 6,036.48	\$ 733.03	\$ -	\$ -	\$ 20,802.38
2.0 EXPLORATION AND TESTING PROGRAM REVIEW AND OVERSIGHT						
Primary HDR outputs: Approved exploration plan, test schedule, field directives, review comments, data-adequacy memorandum, and documented acceptance of the factual data package.						
2.1 Review available historic borings, pile records, geotechnical reports, dredging information, and existing-condition assessments	1	4	0	8	0	13
2.2 Define Phase 1 geotechnical data needs for each berth and anticipated improvement type	1	2	0	0	0	3
2.3 Review AREHNA proposed landslide borings, resistance borings, CPTs, pavement cores, and laboratory testing	1	2	3	0	0	6
2.4 Evaluate exploration locations relative to proposed berth strengthening, reconstruction, and realignment limits	1	2	0	0	0	3
2.5 Review and approve exploration quantities, depths, sampling intervals, and termination criteria	1	2	0	0	0	3
2.6 Evaluate the need and value of sub-bottom profiling, seismic refraction, and marine magnetometer surveys	2	0	0	0	0	2
2.7 Identify geophysical or navigation-related investigations that may be deferred until improvement limits are better defined	2	0	0	0	0	2
2.8 Review utility clearance, access, survey-control, mudline-elevation, and exploration-location requirements	2	0	0	2	0	4
2.9 Review laboratory test selection and authorize adjustments based on encountered results	1	4	0	0	0	5
2.10 Review weekly field summaries, preliminary logs, CPT data, and laboratory results	1	0	0	8	0	9
2.11 Provide real-time EOR direction regarding boring termination, relocation, supplemental testing, or changed conditions	1	4	0	0	0	5
2.12 Review field and laboratory quality-control documentation and verify data suitability	1	4	0	4	0	7
2.13 Review and accept AREHNA final Geotechnical Data Report for use in HDR evaluations	2	4	0	8	0	14
Sub-Total	17	26	0	30	0	73
	\$ 5,547.09	\$ 6,233.35	\$ -	\$ 3,805.71	\$ -	\$ 14,586.14
3.0 EXISTING CONDITIONS AND FOUNDATION EVALUATION						
Primary HDR outputs: Existing foundation inventory, preliminary subsurface profiles, reuse screening, berth-specific constraints, and foundation risk summary.						
3.1 Develop a berth-by-berth inventory of existing foundations, bulkheads, cellular structures, relieving platforms, piles, anchors, and reclamation fills	2	0	6	0	0	8
3.2 Review available record drawings, pile installation records, prior repairs, dredging history, and condition-assessment findings	2	4	0	4	0	10
3.3 Develop preliminary geotechnical profiles and cross sections for each berth group	1	4	0	0	0	5
3.4 Evaluate subsurface variability and identify material data gaps	4	4	8	0	2	18
3.5 Screen existing pile and foundation systems for potential reuse or incorporation into strengthening concepts	2	4	0	0	0	6
3.6 Evaluate the probable effects of deterioration, section loss, historical installation practices, and uncertain records on geotechnical capacity	2	0	0	0	0	2
3.7 Evaluate existing bulkhead embedment and foundation conditions relative to current and future dredge elevations	1	4	4	0	0	9
3.8 Screen the potential effects of scour, dredging, excavation, fill placement, and berth realignment	2	2	0	0	0	4
3.9 Identify geotechnical constraints affecting strengthening, reconstruction, or abandonment of existing foundations	2	4	0	0	0	6
3.10 Categorize existing foundation risks and recommend assumptions for Phase 1 alternatives development	4	4	0	0	0	8
Sub-Total	22	30	22	4	2	80
	\$ 7,178.58	\$ 6,036.48	\$ 4,031.88	\$ 507.43	\$ 422.80	\$ 18,176.96
4.0 GEOTECHNICAL ENGINEERING EVALUATIONS AND ANALYSES						
Primary HDR outputs: Geotechnical calculation package, interpreted parameters, preliminary design criteria, concept-level capacities, settlement screening, and ground-improvement screening.						
4.1 Subsurface Characterization and Parameters						
4.1.1 Develop interpreted stratigraphy and engineering soil layers	1	2	8	0	0	11
4.1.2 Select preliminary short-term and long-term strength parameters	1	4	0	0	0	5
4.1.3 Establish unit weights, earth-pressure parameters, modulus values, consolidation properties, and groundwater/flood assumptions	1	0	4	0	0	5
4.1.4 Reconcile parameters derived from SPT, CPT, laboratory testing, correlations, and engineering judgment	1	2	1	1	0	5
4.2 Bulkhead and Retaining-System Support						
4.2.1 Develop preliminary active, passive, at-rest, and seismic earth-pressure parameters	2	4	0	0	0	6
4.2.2 Establish soil-wall interface and anchor-zone parameters	2	4	0	0	0	6
4.2.3 Evaluate dredge-side passive resistance and embedment assumptions	2	0	0	0	0	2
4.2.4 Provide parameters for Coulomb, limit-equilibrium, DeepEx, or comparable structural analyses	4	8	4	0	0	16
4.2.5 Review global stability and basal-heave considerations at a screening level	2	4	4	0	0	10
4.3 Deep Foundation Evaluation						
4.3.1 Develop preliminary axial compression, uplift, and downdrag resistance assumptions	2	4	2	0	0	8
4.3.2 Develop preliminary lateral resistance and soil-spring parameters	2	4	2	0	0	8
4.3.3 Evaluate single-pile and pile-group behavior at a concept-comparison level	1	2	4	0	0	7
4.3.4 Screen pile types, sizes, lengths, installation methods, and potential bearing zones	1	2	0	0	0	3
4.3.5 Identify anticipated pile-driving and constructability considerations	2	4	0	0	0	6
4.4 Settlement and Ground Improvement						
4.4.1 Conceptualize settlement magnitude and time rate for fill, reclamation, pavement, slabs, and supported structures	2	4	4	0	0	10
4.4.2 Screen differential-settlement risks at transitions between existing and reconstructed facilities	1	4	4	0	0	9
4.4.3 Evaluate surcharge, wick drains, staged filling, self-weight fill, rigid inclusions, deep mixing, or other improvement concepts	2	4	0	0	0	6
4.4.4 Develop preliminary settlement-monitoring and acceptance considerations	1	2	0	0	0	3
4.5 Other Geotechnical Evaluations						
4.5.1 Conceptualize pavement subgrade conditions and preliminary pavement design inputs	4	4	0	0	0	8
4.5.2 Review soil and groundwater corrosion data for bulkhead and marine foundation elements	2	4	0	0	0	6
4.5.3 Evaluate liquefaction or seismic ground-response issues where required by the applicable design criteria	2	4	0	0	0	6
4.5.4 Identify additional analyses needed during later design phases	4	4	0	0	0	8
Sub-Total	42	78	41	1	0	162
	\$ 13,704.57	\$ 15,700.04	\$ 7,513.58	\$ 126.86	\$ -	\$ 37,045.05
5.0 RECONSTRUCTION AND STRENGTHENING ALTERNATIVES EVALUATION						
Primary HDR outputs: Geotechnical alternatives matrix, berth-by-berth evaluation, risk-adjusted comparison, fatal-low findings, and recommendations for advancement.						
5.1 Establish geotechnical evaluation criteria for strengthening, reconstruction, realignment, and replacement concepts	2	4	0	0	0	6
5.2 Evaluate berth-specific compatibility of proposed structural systems with subsurface conditions	2	6	8	0	0	14
5.3 Compare reuse of existing foundations with installation of new deep foundations	2	4	0	0	0	6
5.4 Evaluate bulkhead strengthening and replacement options for future harbor deepening	2	6	0	0	0	8
5.5 Evaluate potential land-reclamation and wharf realignment concepts, particularly at Berths 10 and 11	2	0	0	0	0	2
5.6 Screen fill types, placement methods, settlement impacts, and ground-improvement needs	1	2	0	0	0	3
5.7 Evaluate impacts of dredging, excavation, new well installation, pile driving, and fill placement on adjacent structures	2	4	0	0	0	6
5.8 Identify geotechnical fatal flaws, uncertainty, construction risks, and potential differing-site-condition exposure	4	0	0	0	0	4
5.9 Evaluate construction sequencing and maintenance-of-port-operations implications	2	0	0	0	0	2
5.10 Develop comparative ratings for feasibility, schedule, cost, risk, and long-term performance	2	8	0	0	0	10
5.11 Identify additional information required before advancing each alternative into final design	4	4	0	0	0	8
5.12 Support selection and documentation of preferred improvement concepts	2	0	0	0	0	2
Sub-Total	27	34	6	0	0	67
	\$ 8,810.08	\$ 6,843.61	\$ 1,099.55	\$ -	\$ -	\$ 16,753.24
6.0 ALTERNATIVE DEVELOPMENT WORKSHOPS AND INTERDISCIPLINARY COORDINATION						
Primary HDR outputs: Workshop exhibits, presentation materials, meeting records, revised alternatives criteria, and documented technical decisions.						
6.1 Prepare geotechnical materials for alternatives-development workshops	2	4	0	0	2	8
6.2 Participate in structural-geotechnical working sessions	2	4	0	0	0	6
6.3 Present subsurface conditions, data limitations, risks, and design implications	2	8	4	0	4	14
6.4 Review preliminary plans, sections, layouts, and construction concepts	2	6	0	0	0	8
6.5 Coordinate preliminary wall, anchor, pile, ground-improvement, and reclamation assumptions with structural designers	2	4	0	0	0	6
6.6 Support development of construction sequencing and maintenance-of-operations concepts	1	4	0	0	0	5
6.7 Provide geotechnical quantities and assumptions for preliminary cost estimates	2	6	0	0	4	12
6.8 Respond to Port and project-team questions regarding alternative feasibility	4	0	0	0	0	4
6.9 Document technical decisions, unresolved issues, and required follow-up actions	4	8	4	4	2	22
6.10 Update geotechnical recommendations as alternatives are refined	2	6	2	2	2	14
Sub-Total	23	60	6	6	14	99
	\$ 7,504.88	\$ 10,084.13	\$ 1,099.55	\$ 761.14	\$ 2,959.57	\$ 22,389.27
7.0 BASIS OF DESIGN, PDR, AND GEOTECHNICAL DELIVERABLES						
Primary HDR outputs: Geotechnical Basis of Design content, PDR sections, technical memoranda, calculation summaries, recommendations, and next-phase work plan.						
7.1 Establish the format and content of Phase 1 geotechnical deliverables	1	0	0	0	0	1
7.2 Prepare a summary of existing information and completed exploration	1	0	4	4	0	9
7.3 Document interpreted subsurface conditions and groundwater/flood assumptions	1	0	2	0	0	3
7.4 Present preliminary design parameters and analysis methodologies	1	4	0	0	0	5
7.5 Document foundation, bulkhead, earth-retention, reclamation, ground-improvement, settlement, and pavement considerations	1	4	4	0	0	9
7.6 Document geotechnical evaluations of reconstruction and strengthening alternatives	1	4	0	0	0	5
7.7 Identify preferred concepts, limitations, uncertainties, and design risks	2	4	0	0	0	6
7.8 Define geotechnical criteria and assumptions to be carried into the next phase	1	2	0	0	2	5
7.9 Identify supplemental exploration, testing, monitoring, and analyses required for final design	1	2	0	0	2	5
7.10 Prepare geotechnical sections of the Basis of Design and Pre-Design Report	2	8	8	0	0	18
7.11 Prepare supporting technical memoranda, calculation summaries, tables, and figures	2	4	4	4	2	16
7.12 Address interdisciplinary and Port review comments	2	4	0	0	0	6
7.13 Issue draft and final geotechnical deliverables under HDR responsible charge	4	6	12	12	4	38
Sub-Total	20	42	34	12	10	118
	\$ 6,525.98	\$ 8,453.87	\$ 6,230.78	\$ 2,537.14	\$ 2,113.98	\$ 25,861.75
8.0 INDEPENDENT TECHNICAL REVIEW, QA/QC, AND EOR APPROVAL						
Primary HDR outputs: Quality-control records, independent-review responses, resolved comment log, final calculation package, and EOR-approved deliverables.						
8.1 Develop the geotechnical quality-management and calibration-review approach	2	0	0	0	0	2
8.2 Perform internal HDR independent checks of critical calculations and recommendations	1	0	4	4	0	13
8.3 Submit designated deliverables and technical conclusions to Stantec for independent technical review	2	4	0	0	0	2
8.4 Review and evaluate Stantec comments, memoranda, and advisory recommendations	2	4	0	0	0	6
8.5 Reconcile differences among HDR, AREHNA, Stantec, and the structural design team	2	4	0	0	0	6
8.6 Document comment resolution and final technical decisions	1	4	0	0	0	5
8.7 Verify consistency between geotechnical recommendations, calculations, figures, PDR text, and structural assumptions	4	0	0	0	0	4
8.8 Confirm that limitations, data gaps, design risks, and later-phase requirements are clearly communicated	4	0	0	0	2	6
8.9 Complete HDR QA/QC documentation and EOR approval	2	4	0	0	0	6
8.10 Archive calculations, data, review records, and decision documentation in accordance with HDR quality procedures	2	4	4	4	0	10
Sub-Total	24	24	8	4	2	62
	\$ 7,831.18	\$ 4,830.78	\$ 1,486.06	\$ 507.43	\$ 422.80	\$ 15,058.25
9.0 SUMMARY OF MANHOUS						
Escalated Rate (1.6 current rates, 5.6 2027 rates, 4.5% per year)	\$ 326.30	\$ 201.28	\$ 183.26	\$ 126.86	\$ 211.40	\$ 1,049.10
Total Hours	218	314	121	65	28	746
Total Labor Cost	\$ 71,133	\$ 63,203	\$ 22,174	\$ 8,246	\$ 5,919	\$ 170,675

HDR Engineering, Inc.
Geotechnical Fee Development Sheet



Project: Berth Reconstruction Planning, Permitting, and Design
City: Port Manatee, Tampa, FL
Date: 8/5/2026

- 0 0 0

DIRECT EXPENSES

	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Costs</u>	<u>Subtotal</u>
TRAVEL					
Airline Tickets	2	each	\$ 750.00		1,500.00
Lodging, including taxes	4	nights @	\$ 300.00	=	1,200.00
Meals and Incidentals, full day	4	nights @	\$ 92.00	=	368.00
Travel Meals and Incidentals	2	days @	\$ 69.00	=	138.00
Rental Vehicle	6	day @	\$ 75.00	=	450.00
Rental Car Fuel	1,000	miles @	\$ 0.16	=	160.00
				<i>Travel =</i>	3,816.00
PLAN REPRODUCTION & PHOTOCOPYING					
Photocopies (8-1/2" x 11")	-	each @	\$ 0.10	=	-
Photocopies (11" x 17")	-	each @	\$ 0.25	=	-
Color Copies (8-1/2" x 11")	-	each @	\$ 1.00	=	-
				<i>Plan Reproduction & Photocopying =</i>	-
MISCELLANEOUS					
Trimble Catalyst 10-cm 1-month Subscription	-	each @	\$ 265.00	=	-
Marking Wood Stakes	-	each @	\$ 20.00	=	-
Marking Paint (Can)	-	each @	\$ 10.00	=	-
				<i>Miscellaneous =</i>	\$0.00
TOTAL NON SALARY DIRECT COSTS =					\$3,816

August 7, 2026

Mr. Wesley Dortch, P.E., BC.PE
HDR
4830 W. Kennedy Blvd, Suite 400
Tampa, Florida 33609

Via Email: wes.dortch@hdrinc.com

Subject: Proposal for Geotechnical Engineering Services
MCPA RFQ-E-26-001 Berth Reconstruction
Manatee County, Florida
AREHNA B.Prop-26-248

AREHNA Engineering, Inc. is pleased to present this proposal to provide geotechnical engineering services for the referenced project. This proposal summarizes our understanding of the project, presents our scope of services, and provides a proposed scope, fee and schedule.

Project Understanding

AREHNA Engineering, Inc. (AREHNA) understands that HDR Engineering, Inc. (HDR) is developing an initial pre-engineering / preliminary design proposal for the Manatee County Port Authority's Berth Reconstruction Planning, Permitting, and Design program at SeaPort Manatee. The program includes reconstruction, realignment, and strengthening of multiple deepwater berth facilities to address aging waterfront infrastructure, improve operational level of service, maintain port operations during phased construction, and prepare selected facilities for future harbor deepening.

The initial authorization is understood to focus on pre-engineering and selected preliminary design services culminating in a Pre-Design Report (PDR). The PDR is expected to establish preferred improvement concepts, construction grouping and sequencing, maintenance-of-operations considerations, permitting and NEPA strategies, utility coordination protocols, initial opinions of probable construction cost, and recommendations for advancing subsequent design phases.

AREHNA's geotechnical services will support HDR's concept development and PDR preparation by characterizing subsurface conditions and providing subsurface soil data applicable to marine bulkhead, wharf, pile foundation, pavement, and related port infrastructure improvements. AREHNA will coordinate closely with HDR's structural, civil, survey, utility, environmental, and permitting team members so that geotechnical information can be incorporated into early project decisions.

Anticipated Project Elements

- Evaluation of existing berth reconstruction, strengthening, and potential realignment concepts for Berths 4/5 through 14, as applicable to HDR's selected PDR scope.
- Preliminary geotechnical input for waterfront structures, bulkheads, retaining systems, deep foundations, and pavement/upland improvements.
- Coordination of boring/sounding locations with existing structures, Port operations, above-ground and underground utilities, federal channel limits, and survey/SUE information provided by others.
- Identification of geotechnical data gaps and recommendations for supplemental exploration that may be

required during future project phases. Geotechnical exploration, sampling, and testing associated with potential navigation improvements are not included in this scope and will be defined separately, if warranted, based on the findings of this phase.

Proposed Scope of Services

Project Management and Team Coordination

AREHNA will provide project management and coordination services associated with the geotechnical portion of the pre-engineering / PDR effort. This task includes routine coordination with HDR's project manager, HDR's geotechnical and marine structural teams, Port operations representatives, survey/SUE providers, and other team members whose work may affect exploration access, locations, or data needs.

- Participate in coordination meetings and/or calls as requested by HDR.
- Review scope, schedule, access, and exploration sequencing with HDR before field mobilization. AREHNA will coordinate site access, location, and scheduling directly with the Port, and will copy HDR for advisement and schedule implications.
- Provide progress updates during exploration, laboratory testing, engineering evaluation, and reporting.
- Attend team meetings as requested.
- Coordinate deliverable format and supporting data tables for integration into HDR's PDR.

Review of Existing Information and Exploration Planning

AREHNA will review materials provided by HDR and prepare a recommended geotechnical exploration plan for HDR and Port review. The exploration plan will identify proposed boring/sounding locations, anticipated exploration depths, preliminary access requirements, and potential constraints that may require coordination prior to field work.

- Review available site plans, berth layout exhibits, utility overlays, prior geotechnical information if provided, and other project data furnished by HDR.
- Develop a proposed boring/sounding location plan for coordination with HDR, survey, SUE, and Port operations.
- Identify anticipated landside and waterside access methods based on proposed exploration locations.
- Update proposed locations as needed based on access limitations, utility clearance, existing structures, and operational constraints.

Utility Clearance, Access, and Field Work Protocol

AREHNA will coordinate the geotechnical field exploration program with available utility information, Port access requirements, and operational constraints. Proposed boring and Cone Penetration Test (CPT) locations will be reviewed using available record drawings, utility mapping, survey information, and Subsurface Utility Engineering (SUE) data provided by HDR and the project team.

To minimize utility conflicts, AREHNA will perform Ground Penetrating Radar (GPR) scanning at each proposed landside boring and CPT sounding location prior to drilling or testing. Exploration locations may be adjusted based on GPR findings, utility clearances, access restrictions, site conditions, or operational requirements while maintaining the objectives of the subsurface exploration program.

- Coordinate Sunshine 811 notifications, as applicable.
- Coordinate with HDR and the project SUE/survey provider regarding utility clearances and available utility mapping.
- Perform Ground Penetrating Radar (GPR) scanning at each proposed landside boring and CPT sounding location prior to drilling or testing.



- Coordinate Port access requirements, work windows, staging areas, escorts, and security requirements through HDR and/or the Port.
- Relocate exploration locations, as necessary, to avoid conflicts with utilities, structures, or operational constraints.
- Document field adjustments and communicate material changes to HDR.

Geophysical Exploration and Magnetism

AREHNA will engage GeoView, Inc. to perform geophysical exploration and a marine magnetic survey. Sub-bottom profiling is proposed to be complemented by marine seismic refraction to provide deeper characterization of potential bearing materials and subsurface variability along the berth alignment.

Sub-bottom profiling and marine seismic refraction services are deferred from the current Pre-Design Report phase. Following evaluation of the geotechnical drilling program, HDR and MCPA may elect to authorize supplemental geophysical exploration during a future design phase. Current methodology, production assumptions, schedule durations, and budgetary unit rates are provided for planning purposes only and do not constitute a binding commitment for future work. Pricing will be subject to revision based on market conditions, vessel availability, and project requirements at the time of authorization.

Sub-Bottom Profiling

The sub-bottom data will be collected using an Edgetech 3200 topside system with a 216 tow fish. The Edgetech system is a full Spectrum CHIRP imaging system. A frequency range of 2-16 KHz will be used. Data will be collected on four lines spaced approximately 25 feet apart, starting 25 feet off the existing bulkhead. Each line will be approximately 7600 feet in length (full length of the bulkhead). The positions of the transect lines will be recorded using an Emlid RS3 GPS system.

During the survey, the tow fish will be situated 2 to 3 feet below the surface of the water. The high-power, low-frequency system is expected to penetrate through the upper soils and map the top of hard bottom. It should be noted that the penetration depth of the sub-bottom data can vary greatly from site to site and penetration depths cannot be guaranteed. The travel time distances to the top and bottom of the sediment will be digitized and depths will be calculated using an accepted velocity of water at a given temperature.

The data will be processed using Edgetech Discover software to produce cross sections along each transect. Georeferenced contour maps showing the depth (or elevation) to the suspected bottom of the mud/top of hard layer will be produced. Based on GeoView experience in the project site area it is anticipated that the penetration depth could vary from as little as 5 ft to as great as 20 ft below the mudline.

Marine Seismic Refraction

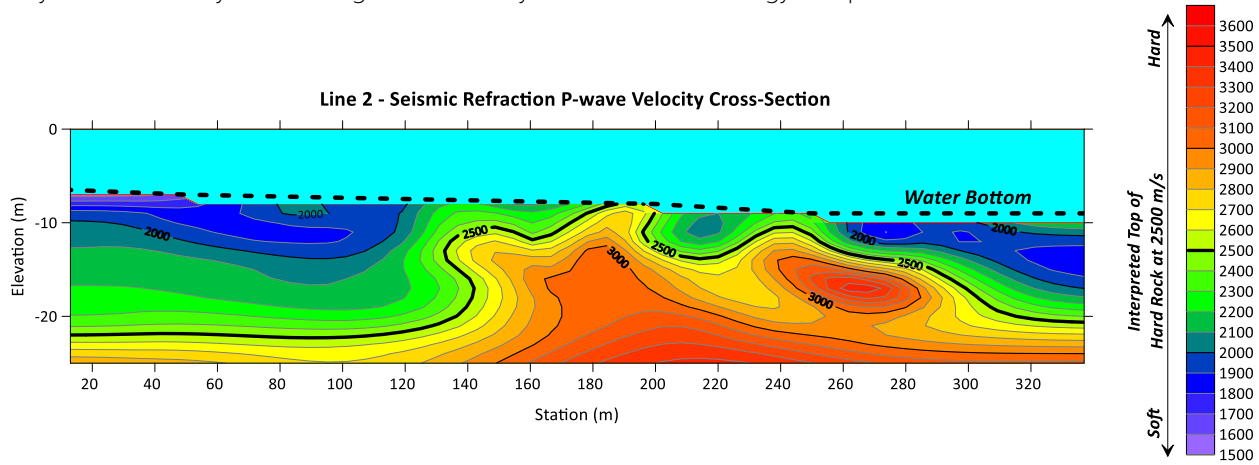
GeoView will partner with Ron Kaufman of Spotlight Geophysical Services for the marine refraction. Seismic refraction is a method to determine the seismic P-wave velocity structure of the subsurface. The P-wave velocity is related to the hardness of the subsurface materials and can be used to map the top-of-rock, determine the dredgeability of sub-bottom materials, and identify anomalous conditions. The data are processed to produce a continuous P-wave velocity cross-section, from which geologic interpretations and mapping are developed.

The data will be conducted on two transects along the length of the bulkhead. The lines will be spaced approximately 25 and 75 feet off the bulkhead, A 24-channel Geometrics Geode seismograph will be used with a 24-channel hydrophone streamer towed behind a work vessel. The hydrophone streamer consists of 24 hydrophones spaced 3 meters apart. This geometry will provide data with a high degree of lateral resolution to a depth of approximately 25 meters below the water surface. A Bolt Airgun with a 20 cu-in chamber will be used as the seismic source. Shots will be acquired at set intervals along each survey line. Data will be acquired in forward and reverse directions along



the survey line for better control during processing and interpretation.

Data will be processed with Geogiga software to develop 2D cross-sections of P-wave velocity along each survey line (also known as seismic refraction tomography). Variations in the sediment hardness will be interpreted from the cross-section. The seismic refraction method assumes that velocity increases with depth and that the layers must be thick enough and have enough velocity contrast to be resolved. Low-velocity layers below high-velocity layers will not be detected and will increase the modeled depth of deeper layers. The maximum depth of investigation is limited by the array length, the shot offset distance, and the P-wave velocity contrast of the geologic layers. Conditions may vary between survey lines. Borings are necessary to confirm the lithology interpreted from the seismic data.



Example of Seismic refraction cross-section

Marine Magnetism

The magnetometer data will be collected with a Geometrics G-882 Cesium Vapor Magnetometer or a Marine Magnetism SeaSPY magnetometer. At Berths 4/5, 6, 7, 8, 9, 10, 12 and 14, data will be collected on one parallel line in close proximity to each berth. At the Berth 11/10 projected realignment interface, data will be collected on four parallel lines spaced approximately 25 feet apart, starting 25 feet off the existing bulkhead. The equipment will be towed approximately 50 to 100 feet behind the work vessel. Data will be collected continuously along each line and will be collected using Hypack software. The position of the sensor will be recorded using an Emlid RS3 GPS system.

The data will be processed using Hypack and Magmap. Georeferenced contour maps of the data will be produced in Surfer. The information will be used to create a table of magnetic anomalies. The magnetic anomalies will be indicative of where areas of buried metal are likely present.



Marine Magnetic Equipment



Testing Technique	Location	Deliverable
Sub-Bottom Profiling <i>* Deferred for this phase of work - scope subject to refinement based on need</i>	Four transects parallel to the bulkhead, spaced approximately 25 feet apart, along the approximate 7,600 LF bulkhead corridor.	Cross sections along each transect. Georeferenced contour maps showing the depth to the suspected bottom of the mud/top of hard layer.
Marine Seismic Refraction <i>* Deferred for this phase of work - scope subject to refinement based on need</i>	Two transects parallel to the bulkhead, approximately 25 and 75 feet off the bulkhead, along the approximate 7,600 LF bulkhead corridor.	2D cross-sections of P-wave velocity
Marine Magnetic Survey	<u>Berths 4/5, 6, 7, 8, 9, 10, 12 and 14</u> <ul style="list-style-type: none"> One transect parallel to and in close proximity to the existing berth face. <u>Berth 11/10 Realignment Interface</u> <ul style="list-style-type: none"> Four transects parallel to the bulkhead, spaced approximately 25 feet apart. 	Table of magnetic anomalies

Field Exploration Program

AREHNA's geotechnical exploration program will include Standard Penetration Test (SPT) borings and Cone Penetration Test (CPT) soundings to characterize subsurface conditions at the proposed berth improvements. Landside explorations will consist of SPT borings and CPT soundings performed at approximately 300-foot intervals. Where possible, landside borings/soundings will be performed 60 to 80 feet landward from berth face where space is available.

Waterside borings will be completed at approximately 300-foot intervals and staggered relative to the landside locations to optimize subsurface coverage and evaluate conditions beneath both upland and marine portions of the facility. Waterside borings will be completed in two passes. Pass 1 will consist of performing every other waterside boring location (600-ft spacing) to 125 feet below water surface. Pass 2 will consist of performing the remaining waterside borings and advancing them continuously 10 to 20 feet into dense/bearing/cemented materials beneath future dredge line. For estimating purposes, we have assumed borings will be 85 feet below water surface.

Exploration Element	Anticipated Quantity	Approx. Depth (from top of ground surface or water level)	Purpose / Design Support
Landside - SPT soil borings	13	80 ft	Subsurface stratigraphy, sampling, design parameters, pile and bulkhead support.



Exploration Element	Anticipated Quantity	Approx. Depth (from top of ground surface or water level)	Purpose / Design Support
Landside – CPT soundings	12	75 ft or refusal*	Continuous profiling of soft soils, fill, relative density/consistency, and correlation to design parameters.
Waterside - SPT soil borings	<u>Pass 1</u> 13 <u>Pass 2</u> 13	<u>Pass 1</u> 125 ft <u>Pass 2</u> 85 ft	Subsurface stratigraphy, sampling, design parameters, pile and bulkhead support.
Pavement Cores	12	--	Measure existing pavement sections.

*For estimating purposes, we have proposed 75 ft deep CPTs, as it is anticipated that hard and cemented clays will be encountered above 75 ft deep, resulting in cone refusal.

Laboratory Testing Program

Laboratory testing will be selected based on encountered subsurface conditions and the design needs identified by HDR. Testing will be used to support soil classification, engineering parameter development, bulkhead/retaining system analyses, pile axial and lateral analyses, pavement subgrade evaluation, and construction considerations.

Test Category	Applicable Material	Purpose
Moisture content	Soil samples	Index properties and correlation with stratigraphy.
Grain-size distribution	Granular/cohesionless soils	Classification and drainage/permeability considerations.
Atterberg limits	Fine-grained soils	Plasticity classification and design parameter support.
Organic content	Organic/soft soils if encountered	Settlement and constructability screening.
Strength testing	Cohesive samples, if suitable	Undrained/drained strength parameter support.
Consolidation testing	Compressible soils, if encountered	Settlement and time-rate considerations.
Direct Shear Testing	Granular and selected fine-grained soils	Determination of drained shear strength parameters.
Corrosion/durability testing	Soil/groundwater samples if requested	Support material durability considerations for buried/marine elements.



Interim Findings and Real-Time Advisement

AREHNA will provide interim geotechnical updates to HDR during field exploration and laboratory testing to support early structural concept development. Interim information will be considered preliminary until final review and reporting are complete.

- Preliminary field summaries during exploration.
- Preliminary boring logs or exploration summaries as data becomes available.
- Prompt communication of materially different subsurface conditions, obstructions, debris, soft zones, or other findings that may affect concept development or sequencing.
- Coordination calls or email advisories with HDR's geotechnical and structural teams.

PDR-Level Geotechnical Report

AREHNA will present geotechnical findings and data in a report suitable for incorporation into HDR's PDR. The report will summarize the completed exploration, laboratory testing, and subsurface conditions.

- Project and site description.
- Summary of field exploration and laboratory testing.
- Boring/sounding location plan and exploration logs. AREHNA will coordinate with the project surveyor to establish and document boring and sounding locations. All exploration locations will be surveyed and tied to the established project control network and vertical datum, with final locations and elevations plotted on the exploration plan and included in the geotechnical report.
- Generalized subsurface conditions and groundwater/tidal observations.

Schedule

AREHNA will coordinate the geotechnical investigation with HDR's overall pre-engineering/PDR schedule, Port access requirements, utility clearances, field crew availability, laboratory testing needs, and project review milestones.

Landside SPT borings, CPT soundings, pavement coring, and waterside borings are anticipated to be performed concurrently using separate crews and equipment, subject to Port operational requirements and access constraints. Based on the anticipated mobilization, concurrent field exploration activities, laboratory testing program, engineering analyses, and report preparation, the overall project duration is estimated to be approximately 17 to 20 weeks from Notice to Proceed (NTP) to submission of the draft geotechnical engineering report.

- Mobilization, coordination, utility clearances, scheduling: 2 weeks
- Field exploration (critical path - waterside borings): ~9 weeks
- Laboratory testing: 3 to 5 weeks
- Draft geotechnical report: 4 weeks
- Final report following HDR comments: 1 week

This schedule is provided for planning purposes only and is non-binding. Actual field durations may vary due to Port access restrictions, vessel traffic, utility clearance requirements, weather conditions, agency coordination, equipment availability, field productivity, and other factors beyond AREHNA's control.

Activity	Assumed Duration / Production	Notes
Landside - SPT soil borings	<ul style="list-style-type: none">• 13 SPT Borings• 100 LF boring per day, 5 days/ week,	<ul style="list-style-type: none">• One landside drill rig – Truck-mounted CME 45 with Auto-hammer.



Activity	Assumed Duration / Production	Notes
	<ul style="list-style-type: none"> Estimated duration 11 days 	<ul style="list-style-type: none"> Assume 1 deployment and careful coordination with Port activities.
Pavement Cores	<ul style="list-style-type: none"> 12 Pavement Cores at CPT locations 	<ul style="list-style-type: none"> Mobilize pavement coring crew for coring and patching holes
Landside - CPT soundings	<ul style="list-style-type: none"> 12 CPT Soundings +/- 2 soundings per day, 5 days/ week Estimated duration 6 days 	<ul style="list-style-type: none"> Mobilize one landside CPT Rig Assume 1 deployment and careful coordination with Port activities.
Waterside - SPT soil borings	<ul style="list-style-type: none"> 26 SPT Borings +/- 1 boring per 1 - 2 days, 5 days/ week Estimated duration 44 days 5 days of contingency budget, includes production interruptions and weather delays 	<ul style="list-style-type: none"> Barge to be put in water by crane from port staff - confirmed Schedule is dependent on berth access, and vessel traffic. Assume 1 deployment and careful coordination with Port activities.
Sub-Bottom Profiling	<ul style="list-style-type: none"> 2 days field acquisition; approximately 2 weeks processing/interpretation 	
Marine Seismic Refraction	<ul style="list-style-type: none"> 2 days field acquisition; approximately 2 weeks processing/interpretation 	
Marine Magnetics	<ul style="list-style-type: none"> 2 days field acquisition; approximately 2 weeks processing/interpretation 	
Interim Findings	<ul style="list-style-type: none"> Weekly production summaries Preliminary boring logs/ OpenGround input within 5 business days 	
Laboratory Testing	<ul style="list-style-type: none"> Estimated 3 to 5 weeks following receipt of representative samples, depending on final testing quantities and selected test requirements. 	Coordination with the design team for test sample selection
Geotechnical report	<ul style="list-style-type: none"> Draft: Within 4 weeks of laboratory completion Final: Within 1 week of receiving HDR review comments 	

Port Access Protocol

- Minimum 2-week advance scheduling.
- Daily coordination with Port Operations.
- Security badging and safety training



- Vessel and berth availability confirmation.
- Work suspension during active cargo operations if required.
- Pilot and vessel traffic coordination.

Assumptions / Exclusions

- Exploration locations, quantities, and depths are preliminary and subject to HDR/Port approval, utility clearance, access restrictions, and operational constraints.
- Field work may require multiple mobilizations depending on berth availability, marine/landside access, utility clearance, Port operations, security requirements, and weather or water conditions.
- Private utility clearance, SUE, and survey support will be provided by others unless specifically included in AREHNA's fee.
- Surveyed coordinates and elevations of completed exploration locations will be provided by the project surveyor unless specifically included in AREHNA's scope.
- Permits, right-of-entry, Port access badges, escorts, and work-window approvals will be coordinated with HDR and/or the Port. Permit fees, if any, are excluded unless otherwise stated.
- Marine equipment, barge support, traffic control, MOT, crane service, security, escorts, and special access provisions are excluded unless specifically listed in the fee proposal.
- Laboratory testing quantities are estimated and may be adjusted based on encountered conditions and design needs.

Service Fee

We propose to perform the geotechnical engineering services described herein for a total estimated budget of **\$797,937.50**, as detailed in the attached Fee Estimate.

Field exploration, laboratory testing, and contingency quantities are provided as estimated allowances for budgeting purposes. Billing will be based on actual quantities utilized.

We appreciate the opportunity to support you on this project. If you have any questions regarding this proposal, please do not hesitate to contact us at 813.944.3464.

Sincerely,
AREHNA Engineering, Inc.



Ethan Drew, PE
Senior Geotechnical Engineer



Jessica McRory, PE
President

Attachments: Fee Estimate
 Boring Location Plan



Proposal No.	Proposal Date	PREPARED BY	PREPARED FOR
B.Prop-26-248	8/4/2026	ED	HDR
Project Name			
Port Manatee Berth Reconstruction			

SCOPE SUMMARY				
Item	Quantity	Depth (ft)	Total	Notes
SPT Borings (Land)	13	80	1040	Assume 100 ft land boring per day - 11 days
SPT Borings (Water) - Pass 1	13	125	1625	(40' to mudline) Assume 62.5 ft water boring per day - 26 days
SPT Borings (Water) - Pass 2	13	85	1105	(40' to mudline) Assume 62.5 ft water boring per day - 18 days
CPT Soundings (Land)	12	75	900	Assumed refusal by 75 ft
Pavement Cores	12	N/A	12	Pavement cores at each CPT location
Undisturbed Samples	20	N/A	20	

A. ENGINEERING SERVICES	QUANTITY	UNIT TYPE	UNIT PRICE	SUBTOTAL
Project Management, Engineering, Analysis and Report	1	Lump Sum	\$ 63,175.00	\$ 63,175.00
TOTAL ENGINEERING SERVICES				\$ 63,175.00
B. FIELD & LABORATORY SERVICES	QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL COST
<u>SPT Borings (Land)</u>				
Mobilization Drill Rig Truck Mount	1	Each	\$ 750.00	\$ 750.00
Geo Drill Crew Support Vehicle	33	Day	\$ 270.00	\$ 8,910.00
Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	65	Each	\$ 92.00	\$ 5,980.00
Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	650	LF	\$ 8.25	\$ 5,362.50
Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	390	LF	\$ 10.00	\$ 3,900.00
Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	0	LF	\$ 13.00	\$ -
Geo SPT Truck/Mud Bug 0-50 Ft	650	LF	\$ 18.50	\$ 12,025.00
Geo SPT Truck/Mud Bug 50-100 Ft	390	LF	\$ 23.00	\$ 8,970.00
Geo SPT Truck/Mud Bug 100-150 Ft	0	LF	\$ 35.00	\$ -
Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	260	LF	\$ 14.50	\$ 3,770.00
Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	0	LF	\$ 17.00	\$ -
Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	20	Each	\$ 215.00	\$ 4,300.00
Drill Rig Logger	110	Hour	\$ 90.00	\$ 9,900.00
Standby of Drill Crew/Difficult Access	40	Hour	\$ 375.00	\$ 15,000.00
<u>Pavement Cores</u>				
Mobilization Asphalt/Concrete Coring Equipment	1	Each	\$ 480.00	\$ 480.00
Asphalt/Concrete Pavement Coring with Base Depth Check	12	Each	\$ 325.00	\$ 3,900.00
Geo HA Auger with DCP (0-50 ft) ASTM D1452	60	LF	\$ 30.00	\$ 1,800.00
<u>Laboratory Testing</u>				
Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	10	Each	\$ 804.00	\$ 8,040.00
Soils Consolidation - Constant Strain ASTM D4186	5	Test	\$ 665.00	\$ 3,325.00
Soils Consol-Extend Load Incrmnts AASHTO T216	25	Day	\$ 225.00	\$ 5,625.00
Soils Corrosion Series FM 5-550 through 5-553	10	Test	\$ 294.00	\$ 2,940.00
Soils Direct Shear Consolid Drained/ Point FM 3-D3080	10	Test	\$ 450.00	\$ 4,500.00
Soils Liquid Limit AASHTO T89	30	Test	\$ 76.00	\$ 2,280.00
Soils Materials Finer than 200 Sieve FM 1-T011	80	Test	\$ 60.00	\$ 4,800.00
Soils Moisture Content Laboratory AASHTO T265	90	Test	\$ 25.00	\$ 2,250.00
Soils Organic Content Ignition FM 1 T-267	10	Test	\$ 60.00	\$ 600.00
Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	25	Test	\$ 90.00	\$ 2,250.00
Soils Plastic Limit & Plasticity Index AASHTO T90	30	Test	\$ 82.00	\$ 2,460.00
Soils Tri Cnsl-Undrn (CU) Pt/Cell AASHTO T297/ASTM D4767	10	Test	\$ 665.00	\$ 6,650.00
Soil Tri Uncsl-Undrn (UU) Pt/Cell AASHTO T296/ASTM D2850	10	Test	\$ 545.00	\$ 5,450.00
GPR Utility Scanning - clear borings	2	Day	\$ 2,500.00	\$ 5,000.00

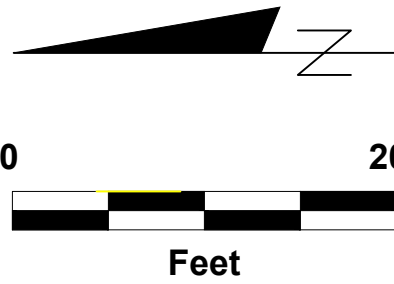
Proposal No.	Proposal Date
B.Prop-26-248	8/4/2026
Project Name	
Port Manatee Berth Reconstruction	

PREPARED BY	PREPARED FOR
ED	HDR

<u>Specialty Drilling (Water Borings)</u>				
Barge Mobilization & Demobilization	1	Each	\$ 14,000.00	\$ 14,000.00
Support Boat Mobilization	1	Each	\$ 1,100.00	\$ 1,100.00
Barge SPT Daily Rate	44	Day	\$ 8,250.00	\$ 363,000.00
Support Boat Daily Rate	44	Day	\$ 1,045.00	\$ 45,980.00
Rig Engineer/Logger	440	Hour	\$ 120.00	\$ 52,800.00
Per Diem (3-man crew)	44	Day	\$ 660.00	\$ 29,040.00
Contingency Production/Weather Days	5	Day	\$ 11,155.00	\$ 55,775.00
<i>**Weather Days are billed at \$2800 from contingency</i>				
<u>Specialty Drilling (CPT Soundings)</u>				
CPT Data Processing	900	LF	\$ 3.50	\$ 3,150.00
Field Professional, Field Crew, Materials, Equipment, etc.	6	Day	\$ 2,500.00	\$ 15,000.00
Mob/Demob	1	Each	\$ 500.00	\$ 500.00
<i>**\$500 for each additional mobilization</i>				
<u>Geophysical Exploration and Magnetis</u>				
Sub-Bottom Profiling	0	Each	\$ 16,500.00	\$ -
Marine Magnetis	1	Each	\$ 13,200.00	\$ 13,200.00
<i>**Price allows for 2 deployments for each - \$4,000 for additional mobilization for each activity</i>				
Marine Seismic Refraction	0	Each	\$ 95,150.00	\$ -
<i>**Price allows for 2 deployments for each - \$9,000 for additional mobilization for each activity</i>				
TOTAL FIELD AND LAB SERVICES			\$	734,762.50

For specific questions regarding this proposal, please contact:
Ethan Drew

Estimate Total **\$ 797,937.50**



LEGEND

- APPROXIMATE LOCATION OF LAND BORING
- APPROXIMATE LOCATION OF WATER BORING

REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

PREPARED BY:

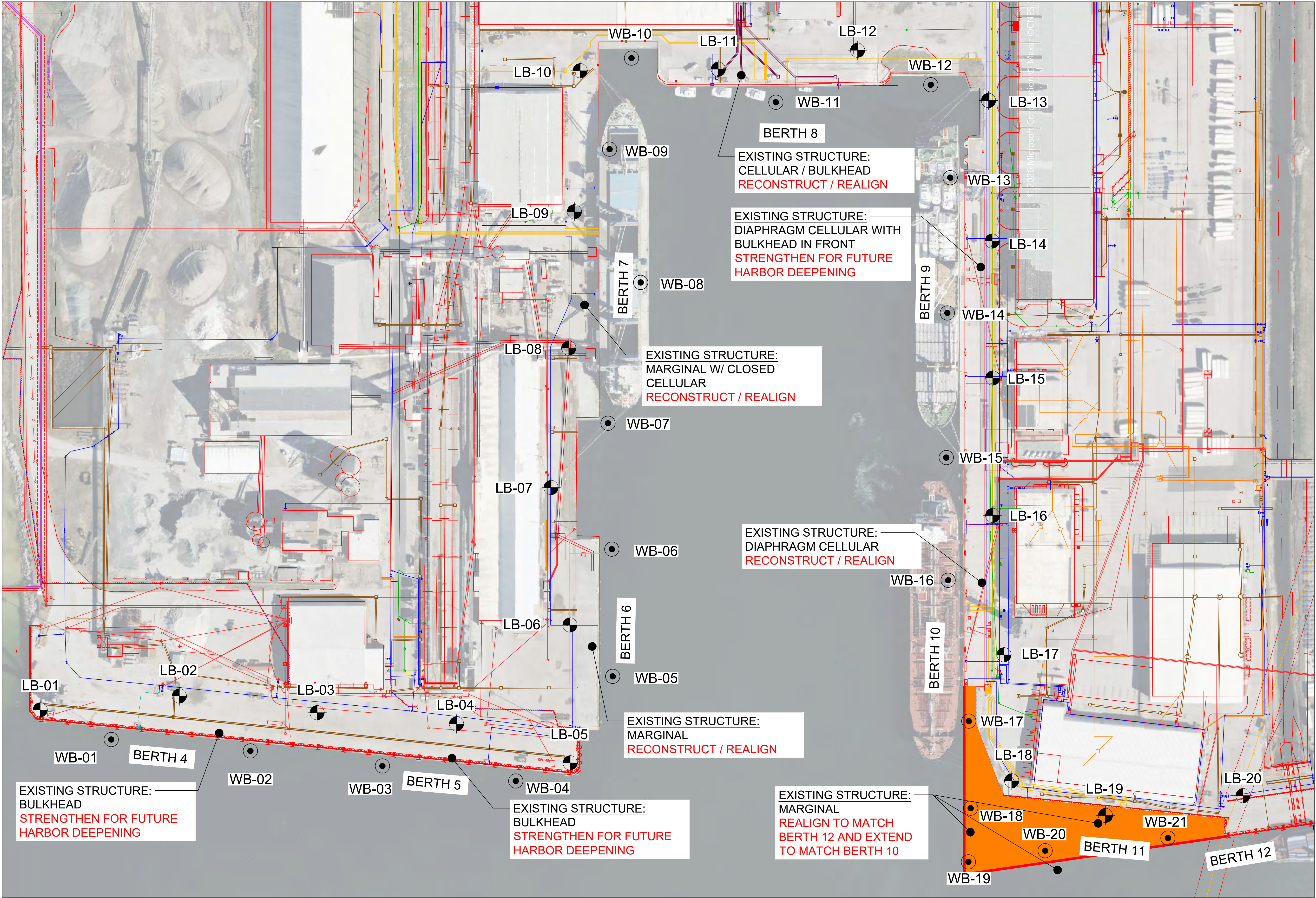
 AREHNA Engineering, Inc.
5012 West Lemon Street, Tampa, FL 33609
Phone 813.944.3464 | Fax 813.944.4959
Certificate of Registration No. 28410

BORING LOCATION PLAN

	NAME	DATE
DESIGNED BY:	ED	07/2026
DRAWN BY:	DP	07/2026
CHECKED BY:	ED	07/2026
SUPERVISED BY:	ETHAN DREW, P.E.	

PROJECT NAME
PORT MANATEE BERTH RECONSTRUCTION TAMPA, FLORIDA

PROJECT NO.	SHEET NO.
B-26-248	1A



LEGEND

- ⊙ APPROXIMATE LOCATION OF LAND BORING
- APPROXIMATE LOCATION OF WATER BORING

REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

PREPARED BY:
 AREHNA Engineering, Inc.
5012 West Lemon Street, Tampa, FL 33609
Phone 813.944.3464 | Fax 813.944.4959
Certificate of Registration No. 28410

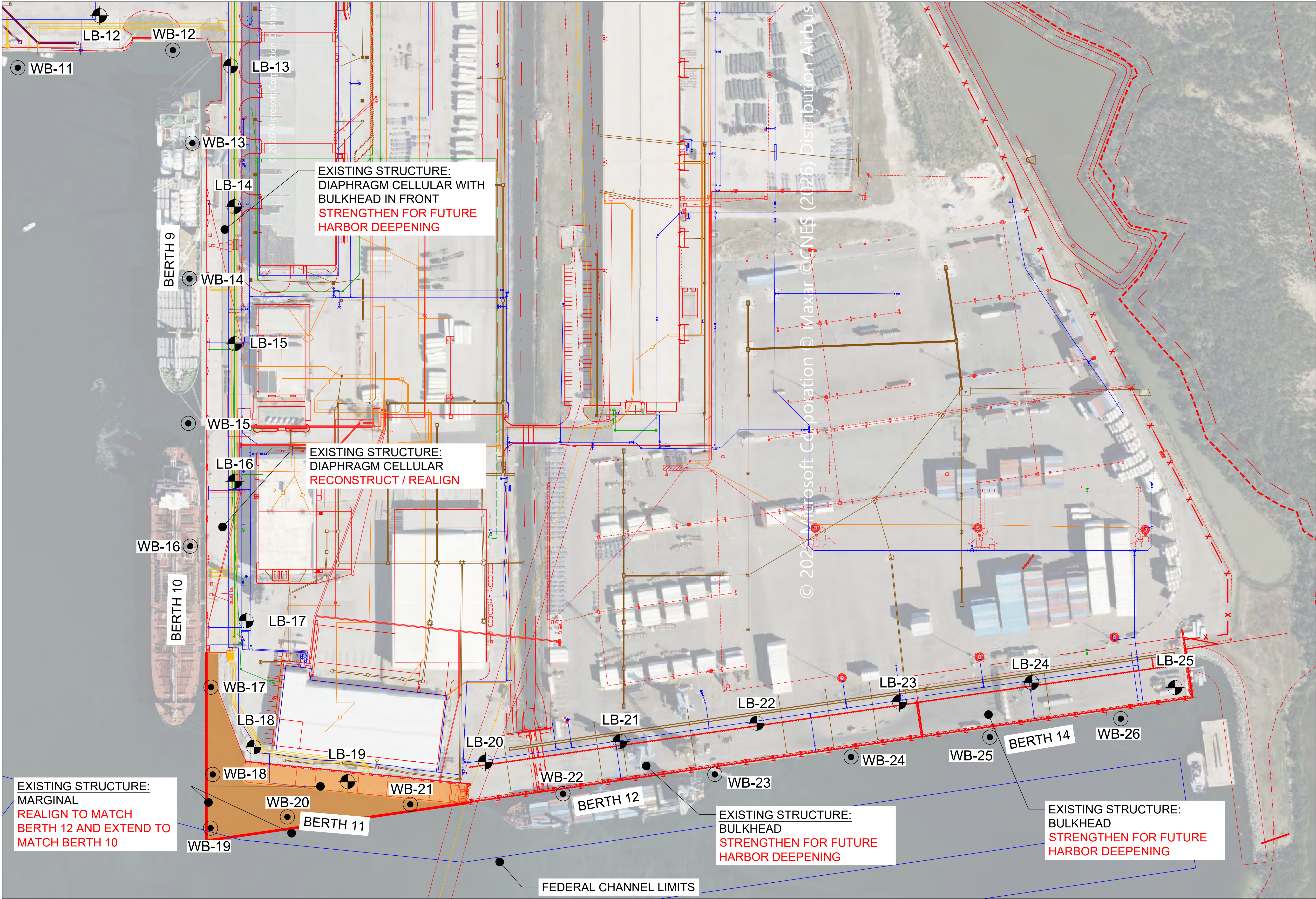
BORING LOCATION PLAN

	NAME	DATE
DESIGNED BY:	ED	07/2026
DRAWN BY:	DP	07/2026
CHECKED BY:	ED	07/2026
SUPERVISED BY:	ETHAN DREW, P.E.	

PROJECT NAME
PORT MANATEE BERTH RECONSTRUCTION
TAMPA, FLORIDA

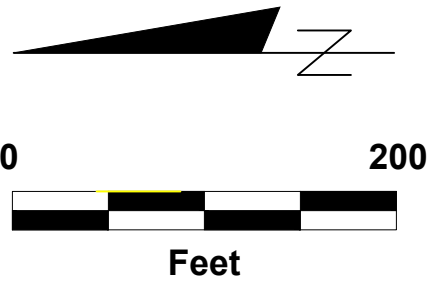
PROJECT NO.
B-26-248

SHEET NO.
1B



LEGEND

- APPROXIMATE LOCATION OF LAND BORING
- APPROXIMATE LOCATION OF WATER BORING



REVISIONS			
NO.	DATE	DESCRIPTIONS	APPROVED

PREPARED BY:

AREHNA Engineering, Inc.
 5012 West Lemon Street, Tampa, FL 33609
 Phone 813.944.3464 | Fax 813.944.4959
 Certificate of Registration No. 28410

BORING LOCATION PLAN

	NAME	DATE
DESIGNED BY:	ED	07/2026
DRAWN BY:	DP	07/2026
CHECKED BY:	ED	07/2026
SUPERVISED BY:	ETHAN DREW, P.E.	

PROJECT NAME

PORT MANATEE BERTH RECONSTRUCTION
TAMPA, FLORIDA

PROJECT NO.	SHEET NO.
B-26-248	1C

EXHIBIT 7



Stantec Consulting Services Inc.
777 S. Harbour Island Blvd. Suite 600, Tampa FL 33602-5729

August 6, 2026

Attention: Mr. Wesley Dortch, PE, BC. PE

HDR
4830 West Kennedy Boulevard, Suite 400
Tampa, FL 33609

**Reference: Proposal for Berth Reconstruction Project – Geotechnical Support Services -
SeaPort Manatee, Florida – Rev. 3**

1.0 - INTRODUCTION

This proposal was developed by Stantec Consulting Services Inc (Stantec) upon request from HDR for geotechnical support services for the design of marine infrastructure improvements at the project site located at SeaPort Manatee in Palmetto, Florida. This revised proposal presents comments received from HDR on July 28, 2026 and August 6, 2026. The project currently includes the reconstruction of Berths 6, 7, 8, 10, and 11 and strengthening of Berths 4, 5, 12, and 14 to allow for future increased dredge depth. Figure 1 provides an illustration of the project site.



Figure 1 – Project Location

Reference: Proposal for Berth Reconstruction Project – Geotechnical Support Services - SeaPort Manatee, Florida – Rev. 3

Design of the bulkhead, reclamation, slabs, pavement, and other project components will be by the HDR/Kimley Horn/Inwater Engineering team. HDR will be the geotechnical Engineer of Record in coordination with Arehna Engineering's field and laboratory services. Stantec will provide geotechnical engineering support to HDR for their use as detailed below. The current exploration plan includes 26 soil borings over water (to a depth of 125 feet below the water surface) and a combination of 25 soil borings and cone soundings on the uplands (to a depth of up to 135 feet below the existing ground surface). This quantity may change slightly but should not affect the level of effort proposed below.

2.0 – SCOPE OF WORK AND METHODOLOGY

The current proposed scope is for the provision of as needed geotechnical advisory, collaboration, and review services to advance the project through the Pre-Engineering Phase, which will culminate in conceptual designs, recommendations, and advancement strategy to be summarized in a draft Basis of Design and Pre-Design Report. Services necessary to support HDR in advancing the project through future phases will be defined in future proposal(s).

Based on conversations with HDR and Arehna, Stantec has developed the following scope of work that outlines the steps and actions we believe are necessary for the successful execution of the project and provides a clear understanding of the scope between Stantec and HDR and the project requirements as provided by HDR and SeaPort Manatee:

2.1 SITE VISIT AND MEETINGS

The following assumptions were made in preparation of this scope item and are included in our submitted fee:

- Anticipated phase duration of 14 months.
- Participate in as-needed collaboration and advisory consultation meetings for 1 hour in duration with 1 attendee (held virtually, 18 total).
- Participate in as-needed geotechnical progress meetings for 1 hour in duration with 1 attendee (held virtually, 8 total).
- One site visit 4 hours in duration.
- Deliverables:
 - None.

2.2 GEOTECHNICAL DATA REPORT

The following assumptions were made in preparation of this scope item and are included in our submitted fee:

- Anticipated phase duration of 14 months.
- Assist with determining/refining field and laboratory testing and reporting needs for berth areas.
- Assist with researching existing, available data to supplement/reduce the needs for additional data.
- One report will be provided by Arehna presenting all obtained geotechnical data.

Reference: Proposal for Berth Reconstruction Project – Geotechnical Support Services - SeaPort Manatee, Florida – Rev. 3

- Deliverables:
 - Technical Memorandums or comments provided on pdf copies of documents produced by others as needed for the above scope items (no formal reports are anticipated).

2.3 DESIGN DEVELOPMENT SUPPORT

The following assumptions were made in preparation of this scope item and are included in our submitted fee:

- Anticipated phase duration of 14 months.
- Assist the structural team with geo-structural implications.
- Assist with interim conclusions/parameters for structure design, including limit state (Coulomb) and finite element (DeepEx) parameters for bulkhead design and lateral/axial single and group pile parameters.
- Assist with land reclamation considerations including source and type of fill, placement, and improvement strategies.
- Assist with land reclamation fill and substrate settlement, settlement rate, and various improvement techniques.
- Assist with appropriate design parameters/conclusions for staged construction of land reclamation including early soil/structure parameters, parameters during improvement, post improvement parameters.
- Assist with pavement design.
- Deliverables:
 - Technical Memorandums or comments provided on pdf copies of documents produced by others as needed for the above scope items (no formal reports are anticipated).

2.4 GEOTECHNICAL DESIGN REPORT REVIEW

It is assumed that one draft and one final report will be prepared by HDR for this phase of the geotechnical scope of the project. Stantec will provide ITR of the geotechnical reports/conclusions/recommendations.

- Deliverables:
 - Technical Memorandums or comments provided on pdf copies of documents produced by others as needed for the above scope items (no formal reports are anticipated).

3.0 – LIMITATIONS/EXCLUDED SERVICES

This Proposal is solely intended for the services as described in the Scope of Work section of this Proposal. The Scope of Work may not be modified or amended unless the changes are first agreed to by HDR and Stantec. Use of this proposal and resulting documents, including final documents, is limited to the referenced project and HDR. No other use is authorized by Stantec. The following assumptions have been included in the development of the final deliverable/proposal:

- The client shall notify Stantec in advance of any schedule conflicts. Schedule to be determined upon execution of contract.
- Retaining wall, revetments, slab, pavement, and all other design components are by others.

Reference: Proposal for Berth Reconstruction Project – Geotechnical Support Services - SeaPort Manatee, Florida – Rev. 3

- Design plans, specifications, or drawings prepared by Stantec are not included.
- Bid and construction phase support is not included.
- All field and laboratory testing will be performed by Arehna or their subconsultants.
- Stantec will not be the Engineer of Record (EOR) for any portions of the work.
- Stantec will not be approving any design components, only providing technical review and comment.
- This phase and scope of work is only for the pre-engineering phase of the project and does not include an adequate scope to take the project past that point.
- This proposal is based on the understanding of mutually agreed terms and conditions being developed.

4.0 – RECOMMENDED BUDGET

Based on the scope of services outlined above, Stantec's recommended budget to complete the geotechnical support for first phase (pre-engineering only) of the Berth Rehabilitation Project is \$70,210 as based on the below breakdown and an hourly rate of \$295.00.

	Task	Estimated Hours	Total
1	Site Visit and Meetings	30	\$8,850
2	Geotechnical Data Report	20	\$5,900
3	Design Development Support	148	\$43,660
4	Geotechnical Design Report Review	40	\$11,800
	Total	238	\$70,210

This offer includes the following assumptions regarding project schedule. Changes to the project schedule may impact Stantec's fees reflected in this offer.

- Engineering services Notice to Proceed no later than 8/31/2026.
- Completion of this scope of pre-engineering support services no later than 10/31/27.

This offer reflects the services that are assumed to be required in accordance with the described scope of services required by HDR. Stantec will complete the work on a time and materials basis and will invoice monthly based on the effort earned. If it is necessary for Stantec to provide services beyond the proposed budget to fully execute the work, we will notify you in advance and request your approval to proceed. We propose that any additional budget be completed on an agreed budget in advance.

This offer remains valid for a period of 60 days from the date of this proposal. We understand authorization for our services will be in the form of a subconsultant agreement between HDR and Stantec.

Reference: Proposal for Berth Reconstruction Project – Geotechnical Support Services - SeaPort Manatee, Florida – Rev. 3

5.0 – CLOSING REMARKS

We trust that the above will meet with your satisfaction and we look forward to collaborating with you on this assignment. If our proposal, or its parameters as outlined above, do not meet with your expectations, we encourage you to contact us so that we can answer any questions, offer any clarifications, or re-visit our proposal so that together we may reach a mutual satisfactory agreement. Otherwise, we are eager to start this assignment and look forward to working with you.

Regards,

Stantec Consulting Services, LLC



Philip J. Erbland, PE
Senior Geotechnical Engineer
Phone: 813-468-7334
philip.erbland@stantec.com

October 6, 2026

Mr. Mike Freiner, P.E.
Project Manager
HDR Engineering, Inc.
4830 W. Kennedy Boulevard, Suite 400
Tampa, Florida 33609

**RE: Proposal for Marine Structural Inspection and Condition Assessment Services
SeaPort Manatee Berth Reconstruction
MCPA-RFQ-E-26-001**

Dear Mr. Freiner:

Collins Engineers, Inc. (Collins) is pleased to submit this proposal to HDR Engineering, Inc. (HDR) to provide professional engineering, high-resolution sonar reconnaissance, topside inspection, and underwater inspection services in support of the SeaPort Manatee (the Port) Berth Reconstruction Planning, Permitting, and Design Program.

The Port's overall program includes reconstruction of Berths 6, 7, 8, 10, and 11 and evaluation of improvements to Berths 4, 5, 9, 12, and 14 to accommodate future harbor deepening. HDR intends to combine selected Pre-Engineering and Preliminary Design activities under this initial authorization to develop a programmatic Pre-Design Report (PDR). The PDR will document existing conditions, evaluate potential improvement concepts, establish condition-driven priorities, and identify strategies for advancing subsequent design, permitting, funding, procurement, and construction activities.

Collins' services will support this initial phase by establishing a reliable baseline assessment of the Port's existing waterfront structures. Our work will combine high-resolution multibeam sonar reconnaissance with hands-on topside and underwater inspections performed in accordance with applicable condition-assessment provisions of ASCE Manual of Practice No. 130 and ASCE 101, subject to the access and safety limitations stated herein.

The initial sonar effort will be used to rapidly screen the berth pockets and submerged structures, improve understanding of underwater geometry, and identify apparent anomalies before diver mobilization. Collins will review the processed sonar information with HDR's marine structures team before finalizing the detailed dive inspection plan. The sonar work will supplement, but not replace, the required visual and tactile inspection of accessible structural elements.

The contents of this proposal delineate the Background, Scope of Services to Be Provided, Deliverables, Schedule, Professional Fees, Assumptions and Conditions, and Services Not Included.

BACKGROUND

SeaPort Manatee's berth reconstruction program encompasses ten operating waterfront facilities with differing structural systems, ages, conditions, operational uses, and proposed improvement objectives. Available project exhibits indicate the structures include bulkheads, marginal wharves, cellular structures, diaphragm cellular systems, fender systems, mooring hardware, and multiple utility systems located along or immediately behind the waterfront.

The initial project authorization is intended to advance the overall program through completion of a PDR rather than completion of 30-percent design for each berth. Accordingly, this phase will focus on obtaining the field information and engineering observations necessary to:

- establish current structural conditions;
- identify deficiencies that may affect continued operations, load capacity, reconstruction, or future harbor deepening;
- identify conditions requiring additional investigation during future design phases;
- provide condition information and recommendations for incorporation into the PDR.

Collins understands that detailed structural design, navigation simulation, final permitting, environmental investigations, and construction-phase services will be addressed under subsequent authorizations unless expressly included in this scope.

SCOPE OF SERVICES

Task 1 – Project Kick-Off and Site Document Review

Collins will provide project management and coordination throughout the performance of its services. Work under this task will include communication with HDR, coordination of Collins' technical and field personnel, monitoring of scope and budget, preparation of progress information and invoices, and management of Collins' subconsultants or specialty service providers, if applicable.

Following Notice to Proceed, Collins will participate in a project kickoff meeting with HDR. The meeting will be used to confirm the limits of Collins' work, review available information, discuss the Port's operational requirements, identify access restrictions, establish communication protocols, and coordinate Collins' services with the activities of HDR and other project team members. Collins will review available project information furnished by HDR, which may include:

- record drawings and previous design documents;
- prior inspection and condition assessment reports;
- structural calculations and previous load ratings;
- available topographic, hydrographic, and utility surveys;
- available cathodic protection documentation;
- available Port access, security, and vessel scheduling procedures.

Collins will participate in routine coordination meetings with HDR during the active performance of its services. Collins will coordinate its field activities with HDR's marine structures, survey, corrosion, utility, environmental, and project management personnel.

Task 2 – Field Investigation Planning and Port Access Coordination

Before mobilizing to the site, Collins will prepare a field investigation and access coordination plan describing the anticipated sequence and general methods for performing the sonar, topside, and underwater inspection activities. The plan will be based on the information available at the time of preparation and will address, as applicable:

- facilities to be inspected;
- anticipated inspection sequence;
- proposed sonar survey limits;
- proposed vessel and dive access;
- anticipated field crew composition;
- coordination with active berth operations;
- anticipated work hours;
- Port security and badging requirements;
- anticipated equipment staging locations;
- communication procedures.

Collins will coordinate with the Port (keeping HDR informed) in establishing available work windows, coordinating with tenants and vessel operators, identifying restricted areas, and confirming when each berth or berth pocket will be unoccupied and available to safely conduct the field work.

Collins anticipates using marine-based access for the underwater work. Topside work will generally be performed from accessible deck surfaces and other landside areas made available by the Port. Specialized access equipment, traffic control, confined-space entry, removal of stored materials, or relocation of operational equipment is not included.

Task 3 – High-Resolution Sonar Reconnaissance

Prior to the detailed underwater inspection, Collins will perform high-resolution sonar reconnaissance of the berth pockets and submerged structures using a NORBIT-class multibeam sonar system, or comparable high-resolution sonar technology.

Although this type of precursor survey is sometimes generically described as “side-scan,” Collins proposes to use high-resolution multibeam sonar because it produces a dense, georeferenced three-dimensional point cloud that provides improved geometric definition of submerged structures and the adjacent bottom. The work is intended to provide broad screening coverage of the berth faces and adjacent bottom and to improve understanding of existing underwater geometry before divers enter the water.

Subject to vessel access, water depth, obstructions, berth occupancy, and safe operating conditions, the sonar reconnaissance will include the submerged portions of:

- bulkhead and sheet pile wall faces;
- cellular and diaphragm cellular structures;
- marginal wharf and relieving platform faces;
- accessible pile systems;
- fender systems and supporting elements;

- dolphins or isolated structures included within the agreed limits;
- transitions between differing structural systems;
- berth pockets adjacent to the structures; and
- the mudline or seabed immediately adjacent to the structures.

The sonar data will be processed to develop a georeferenced point cloud, representative plan and perspective views, and other imagery suitable for engineering screening. Collins will review the processed information for apparent conditions that may warrant focused diver investigation, including:

- localized deformation or changes in alignment;
- apparent missing or displaced structural components;
- apparent impact-related damage;
- debris or obstructions;
- apparent scour, depressions, or abrupt changes near the structure;
- areas where the submerged configuration differs from available record documents.

The sonar reconnaissance is not intended to constitute a certified hydrographic survey for navigation, dredging quantity calculations, or design; however, it can deliver position accuracies of two centimeters and heading accuracies of 0.05°. Collins will coordinate with the Team's surveyors to tie into the project datum and survey controls. It is also not intended to independently establish structural condition ratings. Following processing, Collins will finalize the detailed dive inspection in coordination with HDR's marine structures team.

This staged approach is intended to reduce uncertainty, improve field efficiency, reduce unnecessary diver exposure, and direct supplemental Level II and Level III inspection efforts toward areas of greatest concern while retaining the planned Level I inspection coverage.

Task 4 – Topside Structural Inspection

Collins will perform a topside visual inspection of reasonably accessible waterfront structural components within the agreed project limits. The topside inspection will be planned, performed, documented, and rated in accordance with the applicable condition-assessment provisions of ASCE MOP 130 and ASCE 101.

The inspection will be conducted from accessible top-side surfaces and will include visual observations of the following components as applicable:

- concrete deck surfaces, curbs, and copings;
- expansion joints and structure transitions;
- accessible and exposed above water underside framing, piles, sheet piling, and bulkhead walls;
- fender panels, frames, chains, hardware, and supporting components;
- ladders, platforms, and marine appurtenances;
- utility support systems integral to or directly attached to the berth structure.

The inspection will identify and document observed deterioration and distress such as cracks, spalls, delamination, exposed reinforcing steel, corrosion, section loss, distortion, impact damage, displacement, joint deterioration, and other conditions that may affect structural

performance. Inspection of bollards, cleats, mooring fixtures, and exposed anchorage components are excluded as they are anticipated to be assessed by HDR's mooring hardware subject matter expert.

Task 5 – Underwater Structural Inspection

Following review of the sonar reconnaissance, Collins will perform underwater visual and tactile inspections of reasonably accessible submerged structural elements. The underwater work will be performed by an ADCI-compliant engineer-dive team. The inspections will be planned, performed, documented, and rated in accordance with the applicable condition-assessment provisions of ASCE MOP 130 and ASCE 101.

The underwater inspections will consist of Level I coverage supplemented by targeted Level II inspections, and, where authorized and practicable, limited Level III observations.

Collins will perform a visual and tactile Level I visual inspection of reasonably accessible submerged structural elements included within the agreed project limits. The inspection will be intended to provide 100-percent coverage of accessible primary components; however, actual coverage may be limited by structural configuration, vessel occupancy, low clearance, debris, entanglement hazards, excessive current, buried components, marine growth, restricted access, active operations, or unsafe conditions. Due to the likelihood that not all of the berths can be made available for inspection during successive days for one mobilization, the fee proposal includes two mobilization events (equipment and personnel) to ensure that all berths can be accessed.

Targeted Level II inspections will be performed at representative locations and areas where Level I observations or sonar data indicate potential deterioration or distress. Level II work may include localized cleaning or removal of marine growth sufficient to expose the underlying material for closer visual and tactile evaluation. The locations and extent of Level II inspection will be selected using engineering judgment based on observed conditions and the objectives of the PDR. Cleaning of large continuous areas is not included.

To support the Team's efforts to establish remaining capacity and load ratings for the various berths, Collins will perform Level III-type observations consisting of obtaining remaining thickness measurement of steel members (sheet piles, pipe piles, or H-piles) as needed using an ultrasonic thickness gauge. A minimum of three (3) locations (one near each end and one near the middle of each berth) will be selected to take these remaining thickness measurements. At each location, measurements will be taken near the mudline, the waterline, and midway between the mudline and waterline. Additional readings will be taken around areas of concern, such as holes through the steel, as deemed necessary by Collins' inspection team leader on site.

Underwater observations will be communicated to the surface in real time and documented through field notes, digital still photography, and video where conditions permit. Collins will correlate significant underwater findings with available plans and sonar data to the extent practical.

Collins will assign condition ratings to inspected elements or facility components using an agreed rating framework consistent with the applicable provisions of ASCE MOP 130 and ASCE 101. Ratings will be based on observed conditions, available information, and the extent of access obtained. Ratings will not constitute a certification of structural capacity or continued safe use.

Any condition observed during the inspection that appears to present an immediate concern will be promptly communicated to HDR.

Task 6 – Corrosion and Stray Current Investigation Support

Collins will coordinate with HDR's corrosion engineering personnel to provide diver and marine access support for field observations associated with existing cathodic protection systems and potential stray current conditions, particularly in the vicinity of Berths 9, 10, and 11.

Subject to advance coordination and the equipment and procedures provided by HDR's corrosion team, Collins' support may include:

- locating accessible submerged anodes or cathodic protection components as time permits within the allotted number of days for this support effort (2 days assumed);
- cleaning limited areas to expose test locations;
- positioning reference equipment at locations designated by HDR;
- observing apparent coating breakdown, corrosion, or unusual material loss;
- assisting with visual verification of conditions identified through testing
- providing underwater photographs (as conditions permit) of accessible components;
- conduct limited electrical potential surveys (with CP gun) as directed by HDR.

HDR's corrosion specialists will be responsible for developing the testing protocol, selecting measurement locations, providing specialized instruments and procedures, interpreting electrical measurements, determining the cause of stray current, and developing corrosion mitigation recommendations.

Installation of CP monitoring ports will not be included in Collins' proposal. It is Collins' recommendation that the installation be performed by a local underwater contractor due to the high costs to procure the necessary equipment. Collins would be available to backcheck the installations underwater provided they are finished within the inspection windows for Collins' dive team. This contractor could be included as a direct cost line item on Collins' agreement or HDR could contract separately the contractor.

Task 7 – Condition Assessment and Engineering Evaluation

Following completion of the field investigations, Collins will review and compile the sonar, topside, and underwater inspection information to develop an engineering assessment of the observed conditions. Collins' condition assessment will be based on observed conditions and the information available at the time of the work. It will not include detailed structural analysis or independent calculation of load-carrying capacity.

Collins will coordinate with HDR's marine structures team regarding findings that may affect HDR's load rating, concept development, prioritization, and PDR recommendations. Where



available information is insufficient to characterize a significant condition, Collins will identify recommended follow-up investigations to be performed under a subsequent authorization.

DELIVERABLES

Collins will provide the following deliverables:

1. Field investigation and access coordination plan.
2. Processed multibeam sonar point cloud and representative imagery.
3. Sonar findings and diver inspection planning review with HDR's marine structures team.
4. Topside and underwater inspection field documentation.
5. Preliminary topside and underwater significant-findings notifications, as applicable.
6. Condition assessment and rating report, signed and sealed by a registered Florida professional engineer.

SCHEDULE

The overall duration is based on integration with HDR's broader PDR schedule and is not intended to represent continuous full-time field activity.

The following preliminary sequence is anticipated, based on the Notice to Proceed (NTP):

Milestone	Performance Schedule
Notice to Proceed	0
Sonar Reconnaissance Field Work	NTP + 30 days
Meeting to Review Sonar & Plan UW Insp	NTP + 45 days
Begin Topside & Underwater Inspections	NTP + 60 days
Perform Stray Current Investigation	Concurrent with UW Inspection
Complete Draft Assessment With Ratings	NTP + 90 days
Meet with HDR Structures	NTP + 105 days
Finalize Input for Pre-Design Report	NTP + 120 days

The schedule assumes timely access to each facility, efficient progression between berths, receipt of available information, and prompt review by HDR. The sequence may be adjusted to accommodate Port operations, berth occupancy, weather, vessel traffic, or coordination with other project disciplines.

A more detailed schedule will be developed after Notice to Proceed in coordination with HDR and the Port. Because Port operations and berth availability are outside Collins' control, the schedule is considered preliminary and non-binding.



PROFESSIONAL FEES

Collins proposes to perform the services described herein on a LUMP SUM basis for **\$264,000**. The proposed fee is allocated as follows:

Task Manpower	Cost
Task 1 – Project Kick-off and Site Document Review	\$5,473.80
Task 2 – Field Investigation Planning and Port Access Coordination	\$15,254.38
Task 3 – High-Resolution Sonar Reconnaissance (Base Amount)	\$23,432.39
Task 4 – Topside Structural Inspection	\$12,764.30
Task 5 – Underwater Structural Inspection (Base Amount)	\$81,076.28
Task 6 – Corrosion and Stray Current Investigation Support	\$16,126.10
Task 7 – Condition Assessment and Engineering Evaluation	\$75,933.54
Direct Expenses	\$33,939.21
TOTAL	\$264,000.00

In case berth schedules do not allow for either scanning or underwater inspection operations to access all the berths during one mobilization, the table below provides line items for a second mobilization and/or the day rate for the Collins team:

Additional Tasks	Cost
<i>High Resolution Sonar Reconnaissance</i>	
Extra Team Mobilization Cost	\$14,574.19
Extra 1 Day Cost for Reconn Team	\$6,239.40
<i>UW Inspection</i>	
Extra (4 Person Dive Team) Mobilization Cost	\$25,002.98
Extra 1 Day Cost for UW Team (4 Person Team)	\$8,866.40

The costs on the tables are broken down in the attachments.

Pricing is valid for 60 days from the date of this proposal and assumes the work will be completed within 14 months of Notice to Proceed. Delays beyond that period may require adjustment for changes in labor, vessel, equipment, or travel.

ASSUMPTIONS AND CONDITIONS

The following assumptions and conditions were used in preparing this proposal:

1. **Project limits.** The base scope includes the waterfront structures associated with Berths 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14. Offshore navigation channels, unrelated shoreline structures, and landside buildings are excluded.
2. **Available information.** HDR or the Port will provide available record drawings, prior reports, calculations, survey information, utility information, operational requirements, and other relevant documents without charge to Collins.
3. **Reliance on information.** Collins may rely on the accuracy and completeness of information furnished by HDR, the Port, and others. Verification of all record information is not included.

4. **Sonar scope.** Sonar work is intended for structural reconnaissance and inspection planning. It is not a certified hydrographic survey and will not be used to establish dredging quantities, navigable depths, or final design elevations. The sonar work will be tied into the project datum and survey controls.
5. **Field mobilizations.** The base fee assumes that there will be one mobilization for the sonar imaging field work and one mobilization for the underwater/above water inspection and CP support field work. Additional Task line items have been added to the fee breakdown above for additional mobilizations and team day rates in case port-directed shutdowns, unscheduled vessel movements/operations, or other conditions beyond Collins' control result in termination or extension of either of these field trips. It is assumed that Collins will be allowed to have one vehicle on the wharf structures during in-water work for the purposes of emergency response/first aid.
6. **Continuous access.** Collins understands that the inspection effort must be flexible when performing the field work. Operational circumstances may arise which require the team to halt the inspection at a berth. If these circumstances arise, the team will note where the inspection was halted (the team will station berths prior to inspection), equipment and divers will be retrieved as quickly as possible, then the team will move to another location to continue the overall inspection effort. All inspection progress will be tracked for each berth so the team can return and pick up the inspection where it was left off when the berth becomes available. Collins understands that the team may have to bypass occupied berths and continue in berths that are open during each mobilization. Repeated standby periods, partial-day access, or remobilization is not included.
7. **Access coordination.** Collins and the Port will coordinate berth access, tenants, vessels movement, security, escorts, work windows, operational shutdowns, and notifications. Collins will advise and collaborate with HDR on schedule implications and strategy.
8. **Work hours.** Fieldwork will be performed between 7:00 AM and 5:00 PM (local time) unless otherwise agreed. Weekend work will be allowed with advance coordination in order to accommodate berth availability.
9. **Safe access.** This proposal is based on the Port providing safe and lawful access to the facilities. Collins may suspend work when conditions are unsafe.
10. **Berth occupancy.** The Port will provide sufficient access around berthed vessels, mooring lines, cranes, loading systems, and other operational equipment. Areas blocked by active operations will be considered inaccessible. Collins will not perform dive operations within 200' of the vessel without applicable lockout/tagout of vessel system.
11. **Port security.** Collins' on-site staff will carry a current TWIC. HDR or the Port will coordinate required badges, escorts, security clearances, and facility-specific training. Excessive delays associated with security processing are not included.
12. **Staging.** The Port will provide reasonable areas for temporary personnel and equipment staging, vessel loading, parking, and access to the water.
13. **Utilities.** Utility shutdowns, lockout/tagout, system operation, utility locating, testing, and condition rating of active or out of service/abandoned utility systems will be performed by others outside this scope of work.
14. **Inspection coverage.** Collins will inspect reasonably accessible components. Components obstructed by vessels, debris, buried conditions, excessive marine growth,

structural configuration, unsafe conditions, or operational restrictions may not be inspected.

15. **Marine growth.** Limited localized cleaning is included for targeted Level II observations. Extensive cleaning or removal of heavy marine growth is excluded.
16. **Nondestructive testing.** Only the limited NDT (remaining thickness measurements) expressly included in the fee is included. Specialized testing or extensive thickness measurement programs are additional services.
17. **Material sampling.** Concrete cores, steel coupons, timber samples, coating samples, sediment samples, and laboratory testing are not included.
18. **Corrosion support.** Collins will provide diver and access support to HDR's corrosion specialists. HDR will provide the testing plan, specialized equipment, interpretation, and mitigation recommendations. Basic CP testing equipment (specifically, Ag/AgCl reference electrode and/or CP gun rental) will be provided by Collins.
19. **Load ratings.** Collins will provide condition information to support HDR. Detailed structural analysis, load rating calculations, and certification of allowable loads will be performed by HDR or others.
20. **Condition assessment.** Condition ratings reflect observed conditions at the time of inspection and are not warranties of future performance.
21. **Operational decisions.** The Port retains responsibility for determining whether facilities remain in service and for implementing restrictions, emergency actions, repairs, or monitoring.
22. **Meetings.** The base fee includes one kickoff meeting, one sonar review meeting, one preliminary findings workshop, one draft report review meeting, one final coordination meeting, and up to 2 routine project coordination meetings.
23. **Review comments.** The fee includes one consolidated set of HDR comments on the draft report and one revision cycle.
24. **PDR support.** Collins' PDR support is limited to providing and reviewing information directly related to Collins' findings. Preparation and management of the PDR is by HDR.
25. **Integrated summary and map.** Collins will provide condition, rating, deficiency, and prioritization data for use by HDR. HDR will be responsible for preparing and issuing the integrated condition/load-rating/prioritization summary document and map.
26. **Deliverable format.** Reports will be furnished electronically in PDF format. Photographs and sonar files will be transmitted in electronic formats.
27. **Third-party permits.** HDR or the Port will obtain facility access approvals and operational authorizations required for Collins' work. Collins' commercial diving operations will comply with applicable requirements, but preparation of project construction permits is excluded.
28. **Environmental conditions.** Work may be suspended due to severe weather, lightning, excessive current, poor visibility, unsafe water conditions, marine traffic, or other hazards.
29. **Hazardous materials.** Investigation, sampling, handling, or remediation of hazardous or contaminated materials is not included. Collins may stop work if suspected hazardous conditions are encountered.
30. **Unforeseen conditions.** Conditions requiring work beyond the described level of effort will be documented and submitted to HDR for authorization before additional services are performed, except where immediate action is required for safety.

SERVICES NOT INCLUDED

Unless specifically added by written authorization, the following services are not included:

- detailed structural analysis or independent load rating calculations;
- certification of berth, deck, bollard, or fender capacities;
- preparation of repair, rehabilitation, strengthening, or reconstruction designs;
- preparation of plans, specifications, or construction documents;
- preparation of opinion of probable costs for defect repair;
- development design submittals of any types;
- preparation or submission of permit applications;
- environmental resource surveys, sampling, or environmental documentation;
- NEPA documentation;
- geotechnical exploration, laboratory testing, or geotechnical engineering;
- certified topographic, boundary, utility, or hydrographic surveys;
- subsurface utility engineering or utility locating;
- navigation simulation or vessel maneuvering studies;
- mooring or berthing analysis;
- dredging design or dredging quantity calculations;
- detailed scour analysis;
- metocean studies;
- total project cost development;
- detailed opinions of probable construction cost;
- detailed construction scheduling or critical-path schedule development;
- procurement, grant, funding, or construction packaging strategies;
- corrosion testing or engineering interpretation by Collins;
- design of cathodic protection or stray current mitigation systems;
- installation of cathodic protection monitoring ports
- extensive Level III testing or specialized nondestructive evaluation;
- destructive testing or material sampling;
- underwater excavation;
- removal of debris or marine growth beyond localized inspection cleaning;
- removal of debris or marine growth from the water body;
- confined-space entry;
- rope-access, snoopers, crane, lift, scaffolding, or specialized topside access;
- operation, shutdown, or testing of Port equipment or utilities;
- traffic control or temporary relocation of Port operations;
- repair of damage uncovered during the inspection;
- emergency, post-storm, or incident-response inspections;
- construction administration, resident engineering, or construction inspection;
- record drawings or as-built surveys;
- survey-grade mapping of every deficiency;
- repeated mobilizations caused by unavailable access;
- prolonged vessel or crew standby;
- night or holiday work, unless otherwise discussed and approved; and
- services associated with facilities outside the stated project limits.



Collins appreciates the opportunity to continue supporting HDR on this significant waterfront infrastructure program. Please contact us should you have questions or wish to discuss the scope, schedule, or fee presented herein.

Sincerely,
COLLINS ENGINEERS, INC.

A handwritten signature in blue ink that reads "Timothy D. Weeks". The signature is fluid and cursive, with the first name "Timothy" and last name "Weeks" clearly legible.

Timothy D. Weeks, PE
Sr. Vice President

Attach: Fee MCPA SeaPort Manatee
High Res Sonar Mob Costs
High Res Sonar Onsite Daily Costs
UW Team Mob Costs
UW Team Onsite Daily Costs

Cc: Mark Bostick, PE

**EXHIBIT 9**

Wesley Dortch, P.E., BC.PE
Vice President
Maritime / Waterfront Infrastructure
4830 W. Kennedy Blvd, Suite 400
Tampa, FL 33609

Submitted via email to: wes.dortch@hdrinc.com: Kevin.Whitehead@hdrinc.com: Michael.Freiner@hdrinc.com

Client Reference : MCPA RFQ-E-26-001 Berth Reconstruction
Our Reference : 316-2026 Rev 1
Date : 08/26/2026
Subject : Proposal for Non-Destructive Testing of Mooring Bollards

Dear HDR,

With reference to our recent communication regarding the inspection of mooring bollards at Manatee County Port Authority, SeaPort Manatee facility we are pleased to provide you with our proposal for your review and approval.

1.0 Scope of Work

The purpose of the inspection is to determine the integrity of mooring bollards utilizing BollardScan's non-destructive vibration analysis technique. **Refer to attachment 1**, BollardScan Methodology plus data acquisition system equipment.

The scope of work consists of inspecting all mooring bollards on the following berths.

Berth Number	Bollard quantity
4	11
5	11
6	8
7	8
8	6
9	21
10	6
11	6
12	13
14	15
Total	105

1.1 Onsite activities

The following activities will be performed:

- Perform a visual overview of the general state of each mooring bollard and its foundation.
- Photographs will be taken of each mooring bollard and its dock foundations etc as applicable.
- Determine position/numerical identifiers for each mooring bollard (if not already allocated)
Suncoast Surveying to provide bollard positioning coordinates per bollard per berth or alternative as approved.
- Perform vibration analysis on each mooring bollard. Data acquisition is required at three separate locations
- The onsite inspection team comprises of two (2) persons. **Refer to attachment 2** for project org chart
- Access to berth coordinated with MCPA Operations based on vessel occupancy and schedule
- Refer to attachment 3** for proposed project schedule example, actual onsite activity to inspect all mooring items is three (3) days.

2.0 Offsite activities

- Data evaluation and analysis plus comparison assessment of all results within BollardScan™ database.
- Record and compile results within BollardScan™ report (issued typically within 10 working days after completion of onsite activities refer to section 1.0)

Please note that the following nomenclature will be used in assessing the integrity of each mooring bollards.

- **Pass:** Based on the visual and / or vibration analysis criteria of BollardScan™- The mooring bollard /QRH will receive a "Certificate of Insurance" **Refer to attachments 4 , 5 and 6** for certificate details including terms and conditions.
- **Pass R** Based on the visual and vibration analysis criteria of BollardScan™ The mooring bollard /QRH will be given an advised SWL (Safe Working Load) and receive a "Certificate of Inspection"
- **Pending:** Based on either visual and/or vibration analysis criteria BollardScan™- The Bollard/QRH does not meet the BollardScan test criteria however if the listed recommendations are implemented the bollard/QRH maybe restored back to the manufactures original SWL (**PASS**) or up to a **PASS R** level. BollardScan™ recommends a SWL until retest is carried out.
- **Fail:** Based on either visual and/or vibration analysis criteria for safety reasons BollardScan™ This bollard /QRH is judged to be beyond repair and for safety reasons the bollard should be removed from service.

3.0 Commercial

3.1 An **all-inclusive** (not to exceed) price based on the scope of work listed in section 1.0 is **\$120,861.25**

- All mobilization/demobilization costs of all onsite testing
- All hotels and subsistence.
- All transport / fuel.
- All onsite testing activities.
- All travel time.
- All offsite data evaluation and final reporting.

Note: The above pricing is based on three individual trips to complete the scope of works, each trip would be coordinated with MCPA operations to ensure berth access.

3.2 Additional charges

- Additional mooring items (if above 105) - \$1,000.00
- Additional trips to MCPA (if greater than three trips) - \$1,200.00

4.0 Safety and security

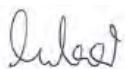
- PPE- Hard hat, safety shoes and high viz vests will be worn by all crew including life vests when within 3ft of water edge.
- Each member of the inspection team will process a valid Transportation Worker Identification Credential (TWIC) card.

5.0 Terms and conditions

- All prices provided are in US dollars.
- All invoicing by Edgewater Consultants LLC.
- All insurance (PL\$1M, GL\$2M, Auto \$1M, WC\$1M) held by Edgewater Consultants LLC.

We would like to thank you for considering our services and remain open to further discussion regarding this proposal. Please contact me at your convenience with any questions or comments.

Yours sincerely,



Mark Werner
USA Director 832 -517-3735

Attachment 1, BollardScan Methodology plus data acquisition system equipment

BollardScan Methodology plus data acquisition system equipment

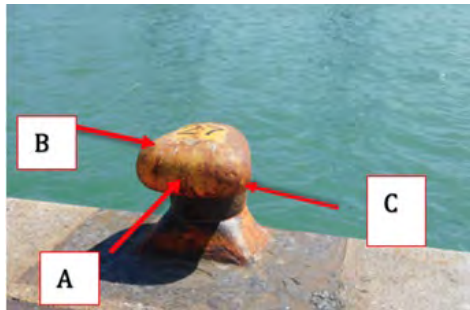
The BollardScan test is a non-destructive vibration-based assessment (dynamic modal analysis) that measures how a mooring bollard and its foundation respond to a small, controlled impact. The test captures the dynamic behavior of the bollard, anchor bolts, and concrete structure as a complete system, allowing quantifying factors determining the service capacity of the bollard, potential faults with individual elements or installation and ultimately allowing for the determination of the Safe Working Load.

The BollardScan test provides the following:

- Anchor hardware integrity - detection and location of loose / broken anchoring
- Displacement (movement) measurement of bollard
- Determine “system” frequency
- Determine material stiffness values
- Corrosion assessment
- Safe Working Load confirmation, “system” capacity

Field data collection:

- Three sensors (accelerometers) are attached (magnetically) to the bollard in predetermined locations. The sensors are color coded, the red is set on the bollard on the opposite side to the yellow and blue, the yellow is always above the blue, and the hammer impact is always towards the red sensor. Sensor spacing is related to the bollards’ geometry and installation method.
- The sensors detect and accurately log vibrations induced into the “system”
- The sensors are connected to a laptop
- An electronic calibrated hammer is used to induce a controlled impulse into the “system” and trigger the data capture
- The force applied is measured (kN)
- Tests are performed in three directions
- ($A=0^\circ$, $B=90^\circ$, $C=270^\circ$) representing the mooring line angle(s), by moving the sensors we collect data from these different approach angles
- Three hammer taps are made for average values and at each location. Nine hammer taps per bollard
- All Data is logged and analyzed offsite



Data Analysis:

When the bollard is struck, the resulting vibration is recorded for a few seconds. The signals — input force and vibration response are processed to produce a Frequency Response Function (FRF). For each of three sensors strategically placed on the bollard geometry.

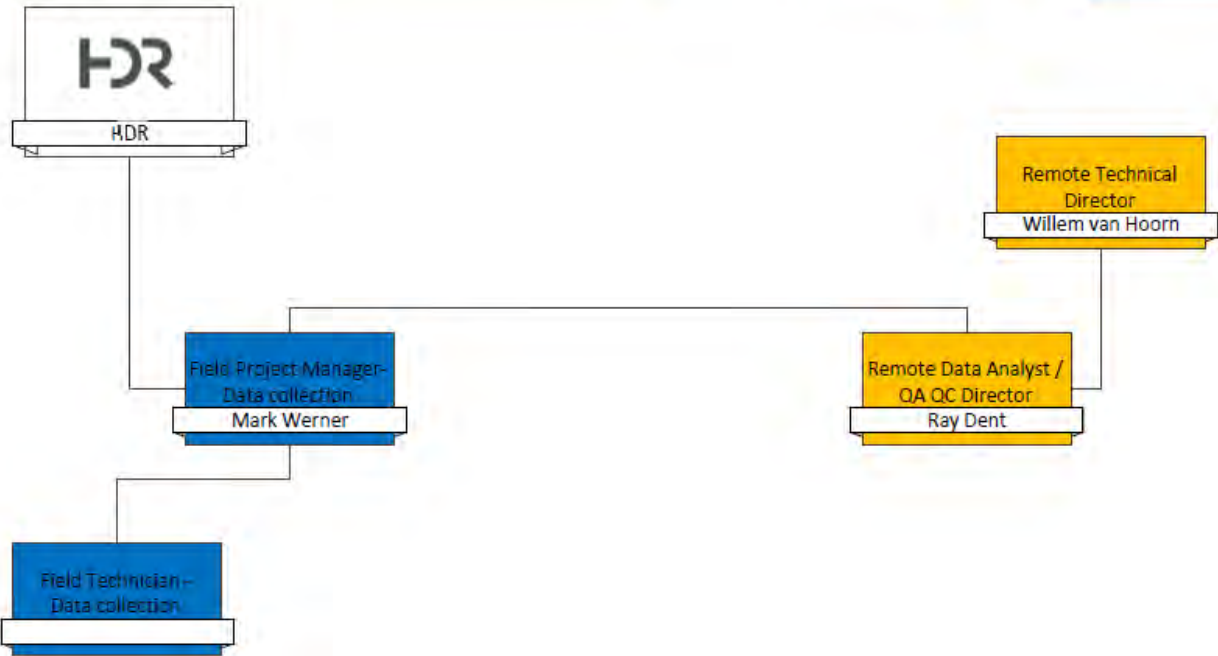
FRF shows how the bollard–foundation system responds across a range of frequencies and is used to identify its natural frequencies and dynamic properties. As the test is repeated in three directions 0° , 90° and 270° it therefore builds up a map of the system performance across the horizontal plane to account for different approach angles from mooring lines.

From this data, BollardScan software calculates various parameters:

- Natural Frequency (f_n): Indicates overall stiffness and mass
- Stiffness (k_{eff}): Derived from frequency and modal mass, showing how resistant the system is to movement
- Damping (ζ): Describes how quickly vibration energy dissipates; higher damping often signals cracking or looseness
- Modal Mass (m_{eff}): Represents the proportion of the total bollard and foundation mass participating in the vibration.

Attachment 2 Project Org chart

Title: Project Organizational Chart Rev 0



Attachment 3 Proposed project schedule *example*



Project start: **Tue, 8/18/2026**

MCPA Project Schedule

TASK	ASSIGNED TO	START	END
Mobilization			
Inspection team arrive to MCPA		8/18/26	8/18/26
Onsite Kick off meeting			
HDR and EWC LLC		8/18/26	8/18/26
Test location			
Berth	Mooring Item Quantity		
4	11	8/18/26	8/18/26
5	11	8/18/26	8/18/26
6	8	8/18/26	8/18/26
7	8	8/19/26	8/19/26
8	6	8/19/26	8/19/26
11	6	8/19/26	8/19/26
12	13	8/20/26	8/20/26
14	15	8/20/26	8/20/26
Total	78		
Analysis			
All Berths		8/21/26	8/26/26
Reporting			
All Berths		8/22/26	8/29/26



Attachment 4 Certificate of Insurance/Inspection

All bollards tested by BollardScan and/or its agents are insured by BollardScan if the following conditions are followed/met:

- Bollard not to be overloaded (number of lines determined by using the 40% of the mooring line MBL (Minimum Breaking Load) rule.
- Mooring plan can be submitted on request indicating the mooring lines MBL.
- A berthing history can be produced as shown in attachment 5, Mooring Information Form
- BollardScan in “country representation” to be alerted in case of an incident.
- Bollards to be clearly numbered along with SWL (safe working load) identification.
- Bollards to be maintained as shown as shown in attachment 6, Bollard maintenance schedule

BollardScan™

CERTIFICATE OF INSURANCE

This certificate is to confirm that the mooring bollard/bollards listed below was/were inspected and tested at site by BollardScan qualified operators. The mooring equipment listed below meets the criteria for passing test processes as endorsed by VCE and approved for certification by Lloyds Register. The insurance policy listed below is valid for the time period stated, provided that the terms and conditions are met.

Project:
Equipment Owner:
Berth:
Owner Reference:
Equipment Inspected & Tested:

Rated Capacity: xx T SWL
Scope of Inspection & Test: Full visual and vibration test
Verified Capacity: SWL
Refer to report number xxxxx

Observations:
Advised Immediate Actions: Refer to report number xxxxx

Place of Inspection :
Date of Inspection : xx/xx/xxxx
Insurance policy number: 4541
Expiry Date:

Inspected By: Edgewater Consultants LLC

BOLL -2026
CERTIFICATE NUMBER

xx/xx/xxxx
DATE

SIGNATURE



BollardScan Ltd
Unit 1, Washington Business Centre
2 Turbina Way, Sunderland
SR5 3NZ United Kingdom

DISCLAIMER, Please note that this certificate has been issued based on the test report herein referenced and is therefore constrained by information gathered up to the point of the investigation. Any subsequent changes to the equipment, structure, environment or conditions are not accounted for and will affect the validity of this certificate. Any accidents, repairs, modifications etc. will avoid the validity of this certificate. The validity of this certificate assumes the conditions of normal mooring conditions and practices; and will not be valid if the equipment undergoes conditions or uses beyond those parameters. BollardScan retains the right to cancel the validity of any certificates if it is found that any changes have occurred to the equipment or the berth at which it is installed. Any claims shall be represented within a reasonable time (within 24 hours after an incident occurred) to BollardScan and will only be considered if the standard terms and conditions are met which are set out in the original report document.

TERMS & CONDITIONS All bollards tested by BollardScan are insured by BollardScan if the following conditions are followed:

- - Bollard not to be overloaded (Number of lines determined by using 60% of the mooring line MBL (Minimum Breaking Load) rule.
- - Mooring plan can be submitted on request indicating the mooring lines MBL.
- - A berthing history can be produced.
- - BollardScan in "country representation" to be alerted in case of an incident, within 24 hrs. after an incident occurred.
- - Advised immediate actions to be completed.

Achieving a safe mooring plan using safe components, mooring lines, fenders and bollards is a combined responsibility of the technical departments and the Harbour master office. Safe mooring saves lives. We recommend continuous dialogue between the departments. It is also recommended that training is given to those involved in the safe mooring of vessels.

Mooring Information form

Bollard / mooring information request form

Port

Date and time arrival

Vessel name

Vessel details Length Overall (LOA)

Beam & Draft:

Gross Weight

Captain / Chief officer

Port

Berthing Quay No

Berthing quay length

No of bollards

Age of the bollards

Type of bollards

Agreed mooring plan details

Mooring personnel in attendance

Type of mooring lines

MBL mooring lines

Number of mooring lines (Fore, breast, aft and springs)

Mooring line angles (upward and outward)

Tugboat details (if any)

Local directives

Weather conditions

Attachment 6 Bollard maintenance schedule

Bollard maintenance schedule

Type/Frequency	Pre-Berth	6 months	1 year	3 years
Visual (Port staff)	X			
Nuts & Bolts		x	x	x
SWL Markings		x	x	x
Bollard support structure		x	x	x
Bollard surface wear / damage		x	x	x
Integrity test (External agency)				x

Exhibit 10

Subject: MCPA RFQ-E-26-001 Berth Reconstruction: Corrosion Services Proposal – Pre-Engineering Phase

The main Scope of Work are identified as follows:

- Investigate the reported stray current corrosion issue on Berth 10 and Berth 9 (and 11 if affected) and provide mitigation recommendations. This will not include detailed design for recommended solution(s) but will provide a conceptual level definition of what would be required and provide a conceptual level opinion of construction cost for inclusion in the overall pre-design report and recommendations.
- Collaborate with the marine structural team and the Port in assessing, for the likely structure types to be considered, an appropriate desired and attainable service life for the basis of design. This will be based on considering what is practically achievable through concrete mix design, concrete crack control, reinforcing specification, appropriate coatings (that account for abrasive driving if appropriate), concrete encapsulation below MLLW (where feasible), and sacrificial cathodic anodes. Based on discussion with the Port, this may include recommendations for inspection and maintenance to achieve longer projected service life.
- For the preferred structural solutions, provide recommendations for concrete mix and aggregate considerations, appropriate coating types and thicknesses, sacrificial anode type, size, and spacing, and recurring life cycle inspection and maintenance procedures. This will not include detailed design for any of these, but will be based on practical experience to inform this initial phase of concept development and decisions. Provide relative cost implications for the various considered corrosion protection elements sufficient for informing relative cost comparisons and facilitating decision-making.
- Review the available data and documentation related to the existing cathodic protection (CP) system installed on the berth piles and provide recommendations for system improvements, rehabilitation, limited to those structures that will not be reconstructed as part of this project. It is anticipated that this would include Berths 4/5, 9, 12, and 14.

Project Understanding and Scope of Services

HDR understands that the Port was mainly constructed in the late 1960s, with berths developed from 1970 through 1988. Berth 09 was fully reconstructed in 2017, and all other berths received rehabilitation over the years. The project includes reconstruction or re-alignment of Berths 6, 7, 8, 10, 11, and strengthening of 4/5, 9, 12, 14. There are reported concerns with stray current corrosion at Berths 9 and 10. A gas transmission line under an impressed cathodic protection system runs upland of these two berths and extends into Berth 11.



Figure 1: Impressed Cathodic Protection System Components on Berth 10

HDR will perform activities and provide deliverables for corrosion analysis as below:

1. Provide corrosion task management. Coordinate with the owner of the upland pipelines and Collins Engineers to coordinate stray current corrosion field surveys.
2. Review data and perform analysis:
 - a. Review provided as-built drawings for Berths 9, 10, and 11.
 - b. Review the provided upland pipeline cathodic protection as-built drawings and annual potential surveys reports.
 - c. Review the dive inspection reports and available data and documentation related to the existing cathodic protection (CP) system installed on the berth piles and provide recommendations for system improvements, rehabilitation of Berths 4/5, 9, 12, 14. Include advisement of probable construction cost and recommended inspection and maintenance program.
3. Mobilize two AMPP-certified corrosion engineers to the site and perform stray current field surveys. The survey includes interrupting the pipeline rectifier and performing surveys on the sheet piles of Berths 9, 10, and 11. Perform electrical continuity between the berths as available. Perform current-requirement testing to estimate the required cathodic protection (if all direct-connect anodes are depleted based on dive inspections). This site visit will be coordinated to occur simultaneously with Collins Engineers' dive inspection. Collins to perform additional electrical potential surveys per the direction of HDR.
4. Perform data analysis and draft a memorandum of all findings, results, and recommendations.
5. Provide conceptual guidance on concrete mix designs, coating selection, and cathodic protection to meet target structure design lives.

6. Receive comments from Port (one iteration of the memorandum included) and prepare the final memorandum signed by the AMPP cathodic protection specialist or a Florida licensed professional engineer. Include an hour remote meeting presentation.

Assumptions and Clarifications

- Port will facilitate collaboration and approvals with the upland pipeline utility owner and request needed documents such as pipeline and cathodic protection as-builts as well as annual survey reports.
- The upland pipeline utility owner / operator will provide access to the rectifier and allow HDR-certified cathodic protection specialists to perform potential surveys and other required testing. HDR prefers that these tests be conducted in the presence of a utility owner representative; however, the presence of the owner representative is not required, provided that access to the cathodic protection equipment and rectifier enclosure is available to HDR personnel.
- Port will provide HDR corrosion field team with access to the site.
- Collins Engineers will provide electrical connections to the berth walls during HDR field testing. Collins will be able to provide potential electrical measurements underwater in the direction of HDR and during upland pipeline rectifier current interruption.
- One iteration of the draft corrosion findings and recommendations memorandum for resolving comments is included.
- Timely completion of these services are reliant on cooperation of utility owner, and Port's and the receipt of question responses and review comments in a timely and concise manner.

Schedule

HDR Corrosion Team will provide the draft corrosion report approximately three weeks after the field work is completed.

Recommended Budget

We recommend a budgetary allowance of \$45,231 inclusive of labor and direct expenses.

Mersedeh Akhoondan, PhD, PE
Senior Corrosion Engineer

Brien Clark, PE _{CA}
Corrosion Technical Lead



Fee Estimate - Phase 1 Corrosion Engineering

MCPA RFQ-E-26-001 Berth Reconstruction
Palmetto, Florida

0

Task Description	Personnel Hours										Non-Labor										Budget				
	Principal Enginner	Senior Engineer	Associate Engineer	Sr. Corrosion Engineer	Corrosion Engineer	Field Engineer	CAD Operator	Project Controller	Project Support	Total Hours	Mileage (miles @ \$0.75/mile)	CONUS Per Diem M&IE (days @ \$66/day)	CONUS Per Diem Lodging (nights @ \$140/night)	Roundtrip Airfare (flights @ \$600/flight)	Airline Equipment Fee (bags @ \$75/bag)	Rental Car (days @ \$80/day)	Airport Parking (days @ \$21/day)	Equipment-SPR (days @ \$275/day)	Lab-Soil Samples (samples @ \$188/sample)	Lab-Concrete Samples (samples @ \$180/sample)	Labor	Subconsultants	Non-Labor	Total	
Conceptual Design - Corrosion Services																									
1: Provide Task Mgmt and Coordination				12	4					16												\$ 3,309	\$ -	\$ 68	\$ 3,378
2: Review Documentation				8	4					12												\$ 2,455	\$ -	\$ 51	\$ 2,506
3: Perform Field Testing (2-day)				16	32					48	200	4	3	1	1		4					\$ 9,389	\$ -	\$ 1,798	\$ 11,187
4: Perform Data Analysis and Draft Report		8		32	16					56												\$ 12,246	\$ -	\$ 240	\$ 12,486
5: Prepare Final Report and Presentation		4		16	8					28												\$ 6,123	\$ -	\$ 120	\$ 6,243
6: Provide Mix Design, Coatings, CP Guidance		4		8						12												\$ 2,922	\$ -	\$ 51	\$ 2,973
7. Recommendation for existing CP improvement		4		24						28												\$ 6,338	\$ -	\$ 120	\$ 6,458
Subtotal	-	20	-	116	64	-	-	-	-	200	200	4	3	1	1	-	4	-	-	-	-	\$ 42,782	\$ -	\$ 2,449	
Billing Rate (escalated - 70% 2026, 30% 2027)		\$303		\$214	\$187																				
Total	-	\$6,066	-	\$24,773	\$11,944	-	-	-	-	200	200	4	3	1	1	-	4	-	-	-	-	\$ 42,782	\$ -	\$ 2,449	
Grand Total for Above Tasks																								\$ 45,231	

Direct Expense Summary

Mileage (miles @ \$0.75/mile)	CONUS Per Diem M&IE (days @ \$66/day)	CONUS Per Diem Lodging (nights @ \$140/night)	Roundtrip Airfare (flights @ \$600/flight)	Airline Equipment Fee (bags @ \$75/bag)	Rental Car (days @ \$80/day)	Airport Parking (days @ \$21/day)	Equipment-SPR (days @ \$275/day)	Lab-Soil Samples (samples @ \$188/sample)	Lab-Concrete Samples (samples @ \$180/sample)	2% labor
0.75	66	140	600	75	80	21	275	188	180	
150	264	420	600	75	0	84	0	0	0	856
2,449										

Exhibit 11

HDR – Environmental & Regulatory Phase 1 Services

ACTIVITY 1 – PROJECT DEFINITION AND CONCEPT VETTING; FIELD STUDIES

A1.1 – Document Data Review: Based on the project footprint, HDR will review existing state and federal permits, perform desktop review of protected species and their habitats, and perform desktop review of cultural/historic/archeological resources. This will consist of a review of federal and state agency databases, and Geographic Information Systems (GIS) data sources, including, but not limited to:

- Southwest Florida Water Management District (SWFWMD) Seagrass in 2024 Mapper;
- National Oceanic and Atmospheric Administration (NOAA) Southeast Region ESA Section 7 Mapper;
- NOAA Essential Fish Habitat (EFH) Mapper;
- Google Maps Aerial Imagery Data;
- SeaPort Manatee Recent Aerial Photographs;
- FDOT Environmental Screening Tool (EST);
- Florida Department of Environmental Protection (FDEP) Oculus;
- FDEP MapDirect;
- Florida Fish and Wildlife Conservation Commission (FWC) IBNB ShoreMapper Tool;
- Florida Natural Areas Inventory (FNAI) Biodiversity Matrix;
- U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) Resource List;
- USFWS Species Consultation Areas;
- USFWS National Wetlands Inventory (NWI) Wetland Mapper;
- United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Web Soil Survey;
- Audubon Florida EagleWatch Public Nest Map;
- University of South Florida (USF) Atlas of Florida Plants;
- U.S. Army Corps of Engineers (USACE) Regulatory and Section 408 Publicly Available Data; and
- Division of Historical Resources Florida Master Site File.

Deliverable: No formal deliverable.

Assumptions:

- Desktop review will use the provided project footprint.
- Environmental on-site field visits are deferred to a later time.
- Desktop review does not encompass all research needed for NEPA documentation. Additional desktop review will be conducted once the grant funding source has been determined.

A1.2 – Concept Vetting: HDR environmental scientists to provide comment and buy-in during the “concept build” to identify any critical path items early.

Deliverable: No formal deliverable.

Assumption: None.

ACTIVITY 2 – ENVIRONMENTAL STUDIES & AGENCY COORDINATION

A2.1 – NEPA (Future Phase)

Assumptions: No grants have been determined at this phase. NEPA documentation will be deferred to a later phase.

A2.2 – Environmental Permitting: An initial permitting approach will be drafted based on preliminary environmental desktop review, coordination with regulatory agencies, interdisciplinary investigations (done by others), prioritization of conditions/capacity as well as construction sequencing, and maintenance of operations. Please note, port improvements, including, but not limited to, navigation channel and berth deepening may trigger a complex permitting effort, requiring additional field work for benthic and protected species surveys with season-limited survey windows (i.e. seagrass surveys are limited from June 1st to September 30th). Permit conditions are expected to include potential species protection measures and construction limitations. Some of these species and habitats include, but are not limited to:

- Shorebirds/Seabirds
- Seagrasses
- Bald eagle (nests)

Deliverables: Permitting Approach Narrative, Phase 2 Environmental Scope

Assumptions:

- If initial concept approach is altered, this will affect the permitting strategy.
- Permitting Approach Narrative which will include anticipated impacts, if any, and potential mitigation planning strategies based on the conceptual plan.
- Environmental on-site field visits are deferred to a later time.
- Coordination with FDEP Division of State Lands will occur , if deemed necessary, following preparation of the conceptualized plan.
- HDR will coordinate with the regulatory agencies to conduct a pre-application meeting at the end of the initial concept approach.
 - o USACE
 - o FDEP

ACTIVITY 3 – PERMIT APPLICATIONS AND RAI’S (Future Phase)

TIMELINE – this assumes there are no significant changes to the concept once the permitting approach narrative is drafted and in QC

- Once project footprint is provided, desktop review could be completed within one month
- After completion of desktop review and coordination with the design and survey team on the conceptual plan has occurred, the initial permitting approach narrative will be drafted.
 - o The conceptual plan is necessary to finalize the draft permit approach narrative.
- Once the conceptual plan is available, HDR will coordinate with USACE and FDEP to schedule the pre-application meetings. (Please note that current USACE and FDEP availability for pre-application meetings is limited, with meeting dates typically being scheduled two to three months from the request date.)
- The draft permitting approach narrative will be finalized and submitted to the Port within six to eight weeks following the pre-application meetings.
- Port Manatee comments on the draft permitting approach narrative will be addressed within two to three weeks.

MANHOUR AND FEE ESTIMATE

HDR Environmental & Regulatory - Phase 1 Services

				HDR STAFF					
	Sr. project Manager	Sr. QA-QC Engineer (Envr SME) John B.	Sr. Engineer (Envr Manager) Noemi C.	Cultural (Jessica Forbes and Kristi Nichols)	Scientist (Envr Permit Lead) Dara J.	Scientist (Envr Scientist) Zach H.	Scientist (Envr Support) Victoria H. & Sarah M.	Project Technician II (GIS Analyst) Cheryl I.	HDR SUBTOTAL
Escalated Billing Rate (29% 2026 rates, 71% 2027 rates)		\$292.27	\$246.93	\$175.48	\$138.83	\$127.49	\$110.20	\$153.29	
A1.1 Document Data Review									
Review of existing ERP and federal permits					2.0		2.0		\$ 498.05
Desktop review for natural environment (species and habitat)					4.0		2.0		\$ 775.70
Desktop review of cultural/tribal		1.0	2.0	8.0				2.0	\$ 2,496.52
Develop Phase 2 Proposal			4.0	8.0	8.0		4.0		\$ 3,942.91
A1.2 Concept Vetting									
Coordination/Meetings		1.0	2.0		4.0		2.0		\$ 1,561.82
A2.2 Environmental Permitting									
Agency coordination (assumes two, one hour meetings plus prep time and meeting minutes AND coordination with FDEP DSL)		2.0	2.0		7.0		4.0		\$ 2,490.96
Permitting Approach Narrative (includes QC)			2.0		24.0	4.0	3.0	6.0	\$ 5,585.96
SUBTOTAL	0.0	4.0	12.0	16.0	49.0	4.0	17.0	8.0	\$ 17,351.91

I. HDR Labor	\$	17,351.91
II. HDR Direct Costs		
III. Subconsultant Services		\$0.00
IV. Subonsultant Administration Markup		\$0.00
TOTAL		\$17,351.91

Kimley-Horn and Associates, Inc. (“Kimley-Horn”) will provide limited pre-design and concept-level engineering services to HDR Engineering, Inc. (“Client”) in support of the Manatee County Port Authority (“Owner”) Berth Reconstruction Project (“Project”). Kimley-Horn’s services are intended to support Client’s preparation of a programmatic Pre-Design Report (“PDR”) that identifies the preferred project concept, summarizes major implications and constraints, and provides guidance for advancing the Project into subsequent phases. The services described herein are advisory and conceptual in nature and are not intended to advance the improvements to a defined percentage of design or provide construction-level solutions.

Client will lead the overall Project, preparation of the consolidated PDR, cost estimating, implementation scheduling, and coordination with Owner. Kimley-Horn will provide discipline-specific input and supporting materials for incorporation into Client’s deliverables.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

Kimley-Horn will manage its authorized scope, budget, schedule, staffing, and coordination with Client.

For this task, Kimley-Horn will:

1. Participate in one (1) virtual Project kickoff meeting.
2. Participate in up to twelve (12) monthly virtual Project progress meetings.
3. Participate in up to six (6) focused virtual technical coordination meetings or workshops.
4. Participate in one (1) in-person phase-delivery review meeting with up to two (2) Kimley-Horn representatives.
5. Conduct internal coordination necessary to complete Kimley-Horn’s assigned services.
6. Coordinate with Client and other Project consultants regarding information, assumptions, interfaces, and deliverables affecting Kimley-Horn’s work.
7. Maintain a record of significant decisions, action items, assumptions, and information needs associated with Kimley-Horn’s services.
8. Progress calls to provide periodic status updates regarding Kimley-Horn’s scope, schedule, and budget.

Kimley-Horn will limit meeting attendance to personnel directly required for the subjects under discussion. Routine weekly Project meetings, additional Owner meetings, and meetings beyond the quantities identified above are not included.

Kimley-Horn will include up to 100 hours of marine structural time for review, advisory, and collaboration.

Task 1 Deliverables

- Meeting participation and action-item input, as applicable.
- Periodic scope, schedule, and budget-status information.
- Kimley-Horn discipline-coordination documentation.

TASK 2 – EXISTING INFORMATION REVIEW AND DATA-GAP ANALYSIS

Kimley-Horn will review existing information relevant to its assigned concept-level services and identify material information gaps that could affect development of the Project concepts.

For this Task, Kimley-Horn will:

1. Review available record drawings, prior studies, reports, facility plans, utility information, operational information, and existing-condition documentation provided by Client, Owner, or other Project consultants.
2. Review available topographic survey, subsurface utility engineering, geotechnical, hydrographic, structural-condition, and other field information prepared by others.
3. Identify significant information gaps affecting Kimley-Horn's site-civil, drainage, utility, material-handling, warehouse-interface, and marine structural advisory services.
4. Participate in one (1) focused site visits after sufficient survey and Project information is available.
5. Observe readily accessible existing conditions during the site visits.
6. Advise Client regarding additional information, investigations, or documentation that may be needed during subsequent Project phases.
7. Coordinate with Client regarding the limits and intended use of surveys and investigations performed by others.

Kimley-Horn will not perform surveying, subsurface utility engineering, utility designation, test holes, destructive testing, environmental field investigations, or independent verification of information prepared by others.

Task 2 Deliverables

- Data-gap memorandum, comment log, or marked-up exhibit.
- Recommendations for future surveys, investigations, or studies.
- Site-observation memorandum consisting of notes and photographs, as appropriate.

As client considers wharf structural alternatives, provide advisement for

TASK 3 – SITE CIVIL AND DRAINAGE CONCEPT SUPPORT

Kimley-Horn will provide concept-level site-civil and drainage advisory services associated with up to two marine structural alternatives developed by Client and the Project team.

For this Task, Kimley-Horn will:

1. Review up to two marine structural alternatives developed by Client as it relates to drainage and pavement.
2. Identify major upland site-civil (utilities and paving) and drainage implications associated with the structural alternatives.
3. Evaluate potential impacts to:
 - o Existing grading and drainage patterns.
 - o Stormwater conveyance and storage facilities.
 - o Upland access and circulation.
 - o Operational areas.
 - o Ancillary pavement.
 - o Existing buildings and site improvements.
4. Identify potential drainage and paving modifications that may be required to accommodate berth

the

concept for the preferred
alternative

reconstruction, strengthening, realignment, or extension ~~concepts associated with up to two marine structural alternatives.~~

5. Provide advisory input regarding ~~maintenance of Owner operations, constructability, sequencing, phasing, cost, and schedule implications associated with up to two (2) marine structural alternatives.~~
6. Develop one (1) concept-level site-civil and drainage and paving arrangement supporting the prevailing marine structural alternative identified by Client.
7. Identify major assumptions, constraints, and future site design requirements for the prevailing marine structural alternative.
8. Provide concept-level input regarding ancillary pavement modifications required to support the prevailing marine structural alternative.

Kimley-Horn will not independently develop multiple site-civil or drainage alternatives. Kimley-Horn's concept will support the prevailing marine structural alternative selected or directed by Client.

Kimley-Horn's services do not include:

- Detailed grading design.
- Stormwater modeling.
- Hydraulic calculations.
- Detailed drainage-system sizing.
- Detailed pavement design.
- Heavy-duty pavement design.
- Existing pavement load ratings.
- Pavement testing.
- Preparation of construction drawings or specifications.

for the recommended civil and drainage
improvements

Task 3 Deliverables

- One concept-level site-civil and drainage exhibit.
- Memo with narrative describing:
 - o Existing conditions.
 - o Major impacts.
 - o Recommended concept.
 - o Key assumptions.
 - o Constraints.
 - o Future design needs.

As client considers wharf structural alternatives, provide
advisement for

TASK 4 – UTILITY INVESTIGATION AND CONCEPTUAL DESIGN

Kimley-Horn will provide concept-level utility investigation and advisory services ~~associated with up to two marine structural alternatives developed by Client and the Project team.~~ Services will be based on utility information and subsurface utility engineering data prepared by others.

For this task, Kimley-Horn will:

1. ~~Identify utility system implications associated with up to two marine structural alternatives.~~
2. Identify major aboveground and underground utility conflicts or constraints apparent from the

available information.

3. Identify potential utility:
 - o Extensions.
 - o Connections.
 - o Relocations.
 - o Protections.
 - o Abandonments.
 - o Service modifications, upgrades, and replacements.
4. Provide advisory input regarding on-dock and upland utility routing and connection requirements ~~associated with up to two (2) marine structural alternatives.~~
5. Develop one (1) concept-level utility arrangement supporting the prevailing marine structural alternative.
6. Provide preliminary engagement, if warranted, with utility owners to discuss conceptual level improvements and implications, protocol for advancing future design phases.
7. Provide advisory input regarding the future development of an Aboveground and Underground Facilities Protocol.

Kimley-Horn's services do not include:

- Subsurface utility engineering.
- Utility designation or test holes.
- Detailed utility design.
- Hydraulic, electrical, or communications calculations.
- Utility relocation construction documents.
- Utility-provider design.
- Negotiation of utility agreements.
- Payment of utility-provider fees.
- Property or easement services.
- Final resolution of utility conflicts.

for the recommended utility improvements

Task 4 Deliverables

- One concept-level utility exhibit supporting the prevailing alternative.
- Memo with utility summary identifying:
 - o Major conflicts.
 - o Potential relocations or protections.
 - o Connection requirements.
 - o Recommended next steps.

TASK 5 – MATERIAL HANDLING AND WAREHOUSE SUPPORT

Kimley-Horn will provide concept-level advisory support concerning material-handling operations, conveyance interfaces, warehouse implications, and supporting upland infrastructure ~~associated with up to two marine structural alternatives developed by Client and the Project team.~~

Kimley-Horn will:

1. Review available operational, material-handling, equipment, cargo-flow, and warehouse

information provided by Client or Owner.

2. ~~Review the material-handling and warehouse implications associated with up to two marine structural alternatives.~~
3. Identify major interfaces among:
 - o Berth structures.
 - o Loading and unloading operations.
 - o Material transfer systems.
 - o Conveyors.
 - o Trucks and operational vehicles.
 - o Upland circulation.
 - o Utilities.
 - o Drainage systems.
 - o Warehouses.
 - o Existing Owner facilities.
4. Identify significant access, clearance, grading, drainage, utility, pavement, and operational requirements associated with ~~up to two marine structural alternatives.~~
5. Provide advisory input regarding modifications that may be needed to accommodate ~~up to two marine structural alternatives.~~
6. Develop one concept-level material-handling and warehouse-interface arrangement supporting the prevailing alternative.
7. Identify major maintenance-of-operations, constructability, phasing, cost, and schedule considerations associated with the prevailing marine structural alternative.
8. Identify future studies, equipment information, and design services needed to advance the prevailing marine structural alternative.

As client considers wharf structural alternatives, provide advisement for

the preferred structural alternative

Material-handling equipment characteristics, operational requirements, and warehouse-program information will be provided by Client or Owner.

Task 5 Deliverables

- One concept-level material-handling and warehouse-interface exhibit.
- Memo with narrative describing:
 - o Major operational interfaces.
 - o Infrastructure implications.
 - o Constraints.
 - o Recommended concept.
 - o Future design requirements.

TASK 6 – PRELIMINARY BASIS OF DESIGN

Kimley-Horn will prepare preliminary Basis of Design content for its assigned tasks above.

For this task, Kimley-Horn will:

1. Identify applicable primary codes, criteria, and standards.
2. Summarize relevant existing-condition information provided by Client, Owner, and other Project consultants.
3. Document key planning, design, and operational assumptions.

4. Develop preliminary criteria for:
 - o Site-civil improvements.
 - o Drainage.
 - o Ancillary pavement.
 - o Utility connections and routing.
 - o On-dock utilities.
 - o Material-handling interfaces.
 - o Warehouse interfaces.
5. Summarize division of responsibilities among Owner, Client, utility providers, surveyors, and future design consultants.
6. Identify significant performance objectives and operational requirements.
7. Identify known constraints, risks, and information gaps.
8. Identify criteria and information requiring confirmation during subsequent Project phases.
9. Provide limited marine structural Basis of Design input when authorized under the marine structural allowance.
10. Coordinate Kimley-Horn's Basis of Design content with Client's overall Project criteria.

Kimley-Horn's Basis of Design content will be conceptual and will not include detailed calculations, final criteria, equipment selections, or construction-document requirements.

Task 6 Deliverables

- Draft Basis of Design sections for Kimley-Horn's assigned disciplines.
- Review and address internal comments prior to submittal to the Owner.
- One revised version addressing one set of consolidated Client and Owner comments.
- Supporting tables or figures, as appropriate.

Kimley-Horn's Basis of Design content will be incorporated into Client's overall Basis of Design or PDR and will not be issued as a separate standalone Kimley-Horn report.

TASK 7 – CONCEPTUAL-LEVEL COST AND SCHEDULE

Kimley-Horn will provide discipline-specific concept-level cost and schedule input to support Client's comparison of the Project alternatives.

For this task, Kiley-Horn will address the following subtasks:

7.1 Cost Support

1. Develop concept-level quantities and assumptions for improvements within Kimley-Horn's assigned disciplines.
2. Identify major cost drivers and uncertainties.
3. Provide relative cost comparisons associated with the marine structural alternatives.
4. Provide concept-level cost input for the prevailing alternative.
5. Respond to questions from Client or Client's cost-estimating consultant regarding Kimley-Horn's technical input.
6. Review the portions of Client's consolidated Opinion of Probable Construction Cost applicable to Kimley-Horn's assigned disciplines for general consistency with the concept.

Client or Client's cost-estimating consultant will prepare the consolidated Project-level Opinion of Probable Construction Cost.

Kimley-Horn will not prepare:

- Separate detailed cost estimates for multiple site-civil, drainage, utility, material-handling, or warehouse alternatives.
- Total Project Cost.
- Contractor bid estimates.
- Guaranteed construction costs.

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

7.2 Schedule Support

1. Identify major implementation and construction-sequencing considerations within Kimley-Horn's assigned disciplines.
2. Identify dependencies involving:
 - o Utilities.
 - o Drainage.
 - o Access.
 - o Site operations.
 - o Material handling.
 - o Warehouses.
 - o Upland improvements.
3. Identify potential temporary facilities, shutdowns, utility relocations, access restrictions, or continuity requirements.
4. Provide relative implementation and construction-duration considerations associated with the marine structural alternatives.
5. Provide concept-level input regarding Project phasing and construction packaging.
6. Provide discipline-specific input to Client's overall Project implementation schedule.

Client will prepare the overall Project implementation schedule and detailed critical-path schedule during this phase. KHA will provide input on the duration and necessary preceding activities and input for the performance of its scope efforts to inform Client's development of the comprehensive critical-path schedule.

Task 7 Deliverables

- All deliverable will submitted in electronic PDF format.
- Concept-level quantities and cost assumptions.

- Discipline-specific cost-estimating input.
- Concept-level schedule and phasing narrative.
- Relative cost and schedule comparison input for the alternatives.
- Review comments on applicable portions of Client’s consolidated cost and schedule documents.

TASK 8 – INITIAL PERMITTING STRATEGY

Kimley-Horn will provide discipline-specific permitting and regulatory input for incorporation into Client’s initial comprehensive permitting strategy.

For this task, Kimley-Horn will:

1. Coordinate with Client’s regulatory and permitting leads.
2. Review available environmental and regulatory information relevant to Kimley-Horn’s assigned disciplines.
3. Identify permits, approvals, and supporting studies that may be applicable to:
 - o Site-civil improvements.
 - o Drainage modifications.
 - o Utility improvements.
 - o Material-handling interfaces.
 - o Warehouse-related site improvements.
4. Identify the anticipated permitting responsibilities of Owner, Client, Kimley-Horn, other consultants, utility providers, and the future Contractor, as applicable.
5. Identify apparent regulatory considerations that may affect concept selection, implementation, cost, or schedule.
6. Identify environmental or permitting investigations that may be required during subsequent Project phases.
7. Provide concept-level input regarding anticipated sequencing and dependencies for permits applicable to Kimley-Horn’s assigned disciplines.
8. Review applicable portions of Client’s initial permitting strategy or permit matrix.

Client will lead the comprehensive permitting strategy, agency coordination, and preparation of the consolidated permit matrix.

Kimley-Horn’s services as part of this scope do not include:

- Preparation or submission of permit applications.
- Agency pre-application meetings unless separately authorized.
- Environmental field investigations.
- Wetland delineations.
- Species-specific surveys.
- Contamination investigations.
- Environmental assessments.
- NEPA documentation.
- Cultural-resource investigations.
- Responses to agency requests for additional information.
- Permit acquisition or agency processing.
-

Task 8 Deliverables

- Discipline-specific permitting narrative.
- Input to Client's permit matrix.
- Identification of future regulatory studies and investigations.
- Review comments on applicable portions of Client's permitting strategy.

TASK 9 – PRE-DESIGN REPORT

Kimley-Horn will prepare technical content for incorporation into Client's overall PDR.

Kimley-Horn will:

1. Prepare concise PDR sections applicable to its assigned disciplines.
2. Summarize:
 - o Existing conditions.
 - o Project requirements.
 - o Major constraints.
 - o Alternatives reviewed.
 - o Concept-level recommendations.
 - o Cost and schedule implications.
 - o Permitting considerations.
 - o Data gaps.
 - o Recommended next steps.
3. Prepare supporting exhibits, sketches, tables, and figures for Kimley-Horn's assigned content.
4. Provide Kimley-Horn's draft PDR content to Client for incorporation into the overall Draft PDR being sure to comply with formatting templates and guidance provided by Client for the development of its draft deliverables.
5. Review and comment on the overall Draft PDR prepared by Client.
6. Address one set of comments from the Client prior to submitting to the owner.
7. Address one set of comments from the Owner related to Kimley-Horn's work.
8. Provide final revised Kimley-Horn content for incorporation into Client's Final PDR.
9. Participate in one (1) phase-delivery review of the Draft PDR.

Client will be responsible for:

- Compiling the overall PDR.
- Integrating the work of the Project team.
- Leading the alternatives recommendation.
- Issuing the Draft and Final PDR to Owner.

Kimley-Horn will not prepare a separate standalone Pre-Engineering Report in addition to its PDR content.

Task 9 Deliverables

- Draft KHA-authored PDR sections.
- Supporting concept exhibits and tables.
- Review comments on Client's overall Draft PDR.
- Final revised KHA-authored PDR sections following one consolidated review cycle.

TASK 10 – QA/QC

Kimley-Horn will perform internal quality assurance and quality control reviews proportionate to the

advisory and concept-level nature of the assignment.

Kimley-Horn will:

1. Review its technical work for consistency with the authorized scope.
2. Review major assumptions, recommendations, and conclusions for technical reasonableness.
3. Review coordination among Kimley-Horn's disciplines.
4. Review consistency between Kimley-Horn's narratives, exhibits, quantities, and cost input.
5. Review Kimley-Horn's Basis of Design and PDR contributions.
6. Confirm that Client and Owner comments applicable to Kimley-Horn's work have been appropriately addressed.
7. Complete Kimley-Horn's applicable internal quality-control documentation.
8. Provide evidence of completed QA/QC review to Client upon request.

Kimley-Horn's QA/QC review applies only to Kimley-Horn's work products and does not constitute an independent third-party review of Client's overall Project design, marine structural alternatives, cost estimate, schedule, permitting strategy, or PDR.

Task 10 Deliverables

- Reviewed Kimley-Horn work products.
- Completed internal QA/QC documentation.
- Comment-response documentation, as applicable.

GENERAL PROJECT ASSUMPTIONS

Kimley-Horn's scope and fee are based on the following assumptions:

1. The services are limited to pre-design, planning, and concept-level advisory support.
2. Client will lead:
 - o Overall Project management.
 - o Marine structural concept development.
 - o CAD/BIM development.
 - o Consolidated cost estimating.
 - o Overall implementation scheduling.
 - o Comprehensive permitting strategy.
 - o Preparation and issuance of the overall PDR.
3. KHA will comply with CAD/BIM directives for formatting, file management, and presentation of figures developed by KHA in the execution of its scope of services.
4. Owner will provide or authorize access to available record information, operational criteria, utility information, prior reports, and existing-condition data.
5. Client's survey and utility-investigation consultants will provide the topographic survey, subsurface utility engineering, and associated existing-condition documentation.
6. Kimley-Horn may advise on up to two marine structural alternatives.
7. Kimley-Horn will prepare supporting site-civil, drainage, utility, material-handling, and warehouse-interface concepts for only one prevailing alternative selected or directed by Client.
8. Meetings will be primarily virtual.
9. Up to one site visits and one in-person phase-delivery review are included.
10. Addressing internal comments before submittal to the Owner.
11. Addressing one set of consolidated Client and Owner review comments is included.

12. Kimley-Horn may rely on information furnished by Client, Owner, and other Project consultants without independent verification.
13. Significant changes to the Project limits, structural concepts, operational criteria, deliverable requirements, or Owner requirements may require additional services.
14. Services beyond the agreed Project duration, approximately 12 to 14 months, or following a pause exceeding 60 consecutive calendar days may require an amendment.

Activity 6

	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineering Intern	Designer	Total Labor Hours	KHA Labor Total	
Task									Total Fee
Task 1 - Project Management and Coordination									
Design team and owner coordination (Kick-off mtg, phase-delivery mtg, provide status updates, maintain records)	30						30	\$9,125	\$ 9,125
Attend up to 12 monthly design progress meetings (1 hr EA)	12			12			24	\$5,944	\$ 5,944
Attend up to 6 technical meetings/workshops (2 hrs EA)	12			12			24	\$5,944	\$ 5,944
Internal coordination (4 hrs/month @ 12 months)	48						48	\$14,600	\$ 14,600
Subtotals Task 1	102	0	0	24	0	0	126	\$35,613	\$ 35,613
Task 2 - Existing Information Review and Data-Gap Analysis									
Review available records provided by Client or Owner (Survey, geotech, utility mapping, record drawings, studies, reports, etc)	1		8	24			33	\$8,056	\$ 8,056
One (1) site review			8	8			16	\$4,694	\$ 4,694
Identify information gaps and prepare exhibits of information needs	1		4	18		20	43	\$8,864	\$ 8,864
Advise Client and Owner of additional information needs	1						1	\$304	\$ 304
Subtotals Task 2	3	0	20	50	0	20	93	\$21,918	\$ 21,918
Task 3 - Site Civil and Drainage Concept Support									
Review up to two (2) marine structural alternatives and identify major upland site civil implications/modifications	2		18	60			80	\$19,197	\$ 19,197
Provide advisory input on operations, constructability, sequencing, phasing, cost, and schedule for alternatives			5	14			19	\$4,654	\$ 4,654
Develop one (1) site civil and drainage concept and narrative for prevailing marine structural alternative	2		8	24		54	88	\$17,910	\$ 17,910
Identify major assumptions, constraints, and future design requirements for the prevailing alternative			8	24			32	\$7,752	\$ 7,752
Provide concept-level input regarding ancillary pavement modifications to support prevailing alternative			2	8			10	\$2,320	\$ 2,320
							0	\$0	\$ -
Subtotals Task 3	4	0	41	130	0	54	229	\$51,833	\$ 51,833
Task 4 - Utility Investigation and Conceptual Design									
Review up to two (2) marine structural alternatives and identify major utility implications/modifications	2		24	80			106	\$25,393	\$ 25,393
Provide advisory input on on-dock and upland utility routing and connection requirements for alternatives			16	24			40	\$10,917	\$ 10,917
Develop one (1) utilities concept and narrative for prevailing marine structural alternative	2		8	24		60	94	\$18,971	\$ 18,971
Provide advisory input on future development of an Aboveground and Underground Facilities Protocol			5	16			21	\$5,036	\$ 5,036
Subtotals Task 4	4	0	53	144	0	60	261	\$60,317	\$ 60,317
Task 5 - Material Handling and Warehouse Support									
Review up to two (2) marine structural alternatives and identify major material-handling and warehouse implications/modifications	2		12	4			18	\$6,120	\$ 6,120
Provide advisory input on operations, constructability, sequencing, phasing, cost, and schedule for alternatives	2		24	24			50	\$14,690	\$ 14,690
Develop one (1) materials-handling and warehouse-interface arrangement concept and narrative for prevailing marine structural alternative	2		20	40			62	\$16,166	\$ 16,166
Subtotals Task 5	6	0	56	68	0	0	130	\$36,975	\$ 36,975
Task 6 - Preliminary Basis of Design									
Prepare a Draft Basis of Design Report and supporting exhibits	4		20	30		50	104	\$23,704	\$ 23,704
Subtotals Task 6	4	0	20	30	0	50	104	\$23,704	\$ 23,704
Task 7 - Conceptual-level Cost and Schedule									
Prepare Preliminary Opinion of Probable Construction Cost (OPCC) for each concept for Tasks 3, 4, and 5	1		6	24			31	\$7,265	\$ 7,265
Prepare Preliminary Schedule for each concept for Tasks 3, 4, and 6	1		6				7	\$2,678	\$ 2,678
Subtotals Task 7	2	0	12	24	0	0	38	\$9,943	\$ 9,943
Task 8 - Initial Permittina Strategav									
Provide discipline-specific permitting narrative	8		8	16			32	\$8,656	\$ 8,656
Review applicable portions of Client's comprehensive permitting strategy narrative	4		4	8			16	\$4,328	\$ 4,328
Subtotals Task 8	12	0	12	24	0	0	48	\$12,984	\$ 12,984
Task 9 - Pre-Design Report									
Prepare concise PDR sections appicable to assigned disciplines	20		20	40			80	\$21,641	\$ 21,641
Review and comment on overall draft PDR prepared by Client	20		20				40	\$13,995	\$ 13,995
Revise reports up to one (1) time			8	20			28	\$6,987	\$ 6,987
Subtotals Task 9	40	0	48	60	0	0	148	\$42,623	\$ 42,623
Task 10 - QA/QC									
QA/QC of Engineering Documents & Report	40	0	40	20			100	\$31,813	\$ 31,813
Subtotals Task 10	40	0	40	20	0	0	100	\$31,813	\$ 31,813
Total							1277		\$ 327,723

Negotiated Concession	(\$100,000)
Total	\$227,723

Scope of work for MetOcean Analysis to support pre-engineering and preliminary design of Seaport Manatee Berth Reconstruction

Prepared by Yashar Rafati, Uriah Gravois, and Angela Schedel

July 30, 2026

HDR will perform a meteorological-oceanographic (MetOcean) analysis to supplement the Pre-Design Report, inform the Basis of Design, and identify data gaps and needs for additional modeling and in-situ measurement to support future navigation simulations, mooring and berthing analyses, as well as the design of the berth reconstruction. The following items will be covered in the metocean assessment study:

1. Analysis of tides and extreme conditions

- Review and report tidal datums and typical tidal conditions from nearby tide stations
- Identify and tabulate significant historical storm and hurricane events that have impacted the project site, and summarize available records of the associated storm surge elevations and wind conditions.
- Review and report extreme flood elevations and flood extents by compiling publicly available flood hazard and inundation mapping data, including:
 - FEMA Flood Information Study and Flood Information Rate Maps.
 - Manatee County Vulnerability Assessment.
 - U.S. Army Corps of Engineers (USACE) Coastal Hazard System (CHS) within South Atlantic Coastal Study (SACS).
- Review previous MetOcean studies available from the Port

2. Wind data analysis and wind-wave estimation

- Download and compile available wind data from nearby stations.
- Characterize typical wind conditions at the site, including typical wind speeds and directions, as well as extreme wind conditions.
- Estimate wind-generated wave conditions for both typical and extreme conditions using parametric methods and equations provided in the USACE Coastal Engineering Manual (CEM).

3. Relative sea level change assessment

- Review applicable national, state, regional, and county sea level rise guidance, policies, and requirements, including:
 - NOAA's 2022 Global and Regional Sea Level Rise Scenarios for the United States
 - USACE. 2019. ER 1100-2-8162. Incorporating Sea Level Change in Civil Works Programs

- Intergovernmental Panel on Climate Change (IPCC). IPCC. (2023). Climate Change 2023 Synthesis Report
 - Section 380.093, Florida Statutes
 - Florida Department of Environmental Protection (FDEP) Sea Level Rise Dataset
 - Tampa Bay Climate Science Advisory Panel (CSAP) Recommended Projections of Sea Level Rise in the Tampa Region
- 4. Hydrodynamic assessment to inform future ship simulations and mooring analysis
 - Review publicly available current velocity datasets and assess their applicability for supporting future navigation simulations, as well as mooring and berthing analyses and identify potential data gaps.
 - Coordinate with the Seamen's Church Institute (SCI) to determine whether the available current velocity data are sufficient to support future navigation simulations and identify any additional in-situ current measurements and/or hydrodynamic modeling needed to support future navigation simulations.
 - Coordinate with HDR's mooring and berthing analysis team to determine whether the available current velocity and water level data are sufficient to support future mooring and berthing analyses and identify any additional in-situ current measurements and/or hydrodynamic modeling needed to support future mooring and berthing analyses.
 - Evaluate whether a dynamic mooring analysis will be needed for future berth design, by covering the following items:
 - Review of publicly available vessel traffic data near the Port to determine vessel sizes, speeds, and tracks.
 - Estimating vessel wakes using parametric equations.
 - Coordinate with the Port operations team to identify historical and existing mooring issues or concerns.
 - Advising on the need for dynamic mooring analysis based on the analysis of the calculated vessel wakes and the input from Port operations team.

Deliverables:

- Draft Metocean Assessment Study Report
- Final Metocean Assessment Study Report

Assumptions:

- No numerical modeling will be conducted as part of the metocean assessment study under this scope of work.
- Previously completed metocean assessments, studies, reports, field measurements, and other relevant data available to the Port will be provided to HDR for review and incorporation in the metocean assessment study, as appropriate.

- The level of effort for coordination with SCI assumes up to two remote coordination meetings with SCI, attended by up to two HDR staff.
- The metocean assessment conducted under this scope of work is intended solely to support pre-engineering and preliminary design activities. Direct use of the results, data, or parameters presented within this metocean assessment study for final design is not recommended without further evaluation, refinement, and confirmation by HDR during subsequent project phases.
- Review comments on the Draft Metocean Assessment Study Report will be provided to HDR in one consolidated document.

Schedule:

The MetOcean Assessment Study is anticipated to be completed within six (6) months of Notice to Proceed (NTP). Achievement of this schedule is contingent upon the following:

- Coordination with the SCI and Port operations team under Task 4 being completed by the end of the third month following NTP.
- Previous MetOcean studies or other relevant data available to the Port being provided to HDR by the end of the first month following NTP.

MCPA RFQ-E-26-001 - Phase 1 HDR Metocean and Coastal Engineering Services

Staff	Angela Schedel	Yashar Rafati	Uriah Gravois	Benjamin Komita	
Role	QA/AC	Senior Coastal Engineer	Coastal Engineer	Coastal EIT	
Escalated Billing Rate (25% 2026 rates, 75% 2027 rates)	\$465.40	\$226.34	\$215.90	\$145.86	
Tasks	Hours				
1. Analysis of tides and extreme conditions	3	10	12	40	
2. Wind data analysis and wind-wave estimation	3	10	12	32	
3. Relative sea level change assessment	3	4	6	20	
4. Hydrodynamic assesessment to inform future ship simulations and mooring analysis	4	16	24	40	
Reporting	4	14	16	40	
Total Hours	17	54	70	172	
Fee	\$7,911.80	\$12,222.27	\$15,112.87	\$25,087.89	\$60,334.83

negotiated concession: \$10,000
Total proposed: \$50,334.83

Exhibit 14

Scope of work for Mooring and Berthing Static Analysis to support engineering and preliminary design of Seaport Manatee Berth Reconstruction

Prepared by Benjamin Snow

August 8, 2026

HDR will perform a Mooring and Berthing Static analysis for Berth 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14 in the SeaPort Manatee Area to supplement the Design Report, inform the Basis of Design, and the design of the berth reconstruction. The following items will be covered in the metocean assessment study:

1. Analysis of Existing Conditions and Vessel Information

(Estimated Time to Complete: 5 weeks after start date)

- Determine vessel information and assumptions based on existing operations. (see the assumptions section below)
- Determine dock information and dimensions for each berth along with the existing mooring bollard/cleat information and fender information. (see the assumptions section below)
- Review the MetOcean Report to develop existing conditions for Mooring and Berthing Analysis

2. Static Mooring and Berthing Analysis

(Estimated Time to Complete: 4 weeks after Task 1)

- Determine load combinations to determine the design cases needed for the analysis
- Environmental/vessel conditions:
 - Confirm operational wind speed of – assumed 35 knots (30 second sustained)
 - Confirm heavy weather wind speed – assumed 60 knots (30 second sustained)
 - Ballast and lighter draft conditions for the moored vessels
- Set up Optimoor files for the Static Mooring Analysis including General Environment Window, Berth file and Vessel file with the design information gathered previously.
- Determine the mooring line arrangements for the design cases and for each berth.
- Perform the Static Mooring Analysis and tabulate the results in the Engineering Report
- The mooring analysis will consider the following criteria to demonstrate whether the existing mooring and berth layouts are acceptable:
 - Mooring line loads and bollard loads
 - Fendering
 - Vessel movements
- Review results and adjust mooring arrangement or initial assumptions as appropriate

3. Discussion on future ship simulations and mooring analysis

(Estimated Time to Complete: 3 weeks after Task 2)

- Coordinate with HDR's Coastal Team to determine whether the available current velocity and water level data are sufficient to support future mooring and berthing analyses.
- Evaluate whether a dynamic mooring analysis will be needed for future berth design, by covering the following items:
 - Review of publicly available vessel traffic data near the Port to determine vessel sizes, speeds, and tracks.
 - Coordinate with the Port operations and harbor pilots to identify historical and existing mooring issues or concerns as well as structural issues with the mooring operations of the port.
 - Advising on the need for dynamic mooring analysis based on analysis from the Coastal Team and the input from Port operations team.

Deliverables:

- Draft Mooring and Berthing Static Analysis Memorandum
- Final Mooring and Berthing Static Analysis Memorandum

Assumptions / Qualifications:

- Mooring analysis for Berths 4, 5, 9, 12, and 14 will be based on existing vessels and Port guidance on appropriate future vessels that would follow a harbor and berth deepening. This will be performed assuming use of existing mooring hardware to inform the strengthening design for these berths. If existing mooring hardware is deemed of insufficient rating and condition for future vessels, this will be advised in the findings memorandum and can be addressed as future improvements as part of an ensuing design phase, at Port's direction.
- Mooring analyses for Berths 6, 7, 8, 10, and 11 will be based on existing vessels and existing mooring hardware for the purpose of evaluating and rating existing berth capacities.
- The above combined findings will inform a preliminary effort of design sufficient for advancing the initial phase through determination of reconstruction concepts and recommended solutions. However, it is anticipated that a refined analysis will be necessary during the next phase (advancing to 30% design) to account for new structure layouts (and type), revised mooring hardware type and location and mooring layouts, and future vessel types.

- No dynamic passing vessel analyses will be performed in this initial phase. This phase will assess the potential need for the performance of dynamic passing vessel analyses and provide a recommendation. If determined necessary, dynamic passing vessel analyses would be proposed for inclusion in the efforts of the ensuing phase of work.
- Analyses inputs and assumptions will be determined from conversations with Port operations, vessel and environmental research, and guidance provided from Permanent International Association of Navigation Congresses (PIANC) Manual '24.
- Design vessel class and dimensions (determine existing design vessels and acquire drawings if possible)
 - Note: The following information will be sourced from the Port and Harbor pilots and, if necessary, from an evaluation of similar vessel class data from the Q88 database.
 - Displacement
 - Vessel Deadweight Tonnages (DWT)
 - LOA
 - LBP
 - Beam
 - Flat side contour
 - End-on windage area
 - Side windage area
 - Vessel mooring line information
 - Line type
 - Tail type
 - Fairlead locations
 - Minimum Breaking Load (MBL) of lines
 - Maximum number of lines used for mooring
 - Line arrangements
- To be determined based on input from Port operations and / or harbor pilots:
 - Vessel operating drafts at berth
 - Berthing approach velocity
 - Berthing angle
 - Existing Bollard and Fender information (to be supplemented by BollardScan condition assessment and rating)
 - Location
 - Elevation
 - Type
 - Strength rating
 - Manufacturer
- Dock Information to be determined from survey data and Port provided as-builts.
 - Top of Dock Elevation per datum set of the project

- o Structure type (open, pile supported dock or closed dock)

Metocean considerations to be provided by Coastal Team

MCPA-RFQ-E-26-001 HDR Phase 1 Mooring and Berthing Analysis

	2026		2027		
Staff	Kevin Whitehead	Benjamin Snow	Kevin Whitehead	Benjamin Snow	
Role	QC	Structural EIT	QC	Structural EIT	
Billing Rate	\$240.65	\$124.40	\$251.48	\$130.00	
Tasks	Hours				
1. Analysis of Existing Conditions and Vessel Information	16	80			
2. Static Mooring and Berthing Analysis	24	80			
3. Discussion and Assessment of future ship simulations and mooring analysis	8	32	8	32	
Mooring and Berthing Analysis Reporting	16	40	16	40	
Total Hours	64	232	24	72	HDR SUBTOTAL
Subtotal	\$15,401.56	\$28,861.44	\$6,035.49	\$9,360.07	\$59,658.56

Proposal for Navigation Advisory Services

Seaport Manatee Berth Reconstruction (Berths 10 & 11) — MCPA RFQ-E-26-001

Submitted to: HDR, Inc. (Prime) — Attn: Wesley Dortch, P.E., BC.PE

Prepared by: Seamen's Church Institute | Date: July 20, 2026 | Status: ROUGH DRAFT for HDR review

1. Project Overview

Seamen's Church Institute (SCI) is pleased to submit this proposal to support HDR, Inc. in an advisory capacity for the early phases of the Seaport Manatee Berth Reconstruction project (MCPA RFQ-E-26-001), which includes the re-alignment of Berths 10 and 11 and a related extension of the turning basin associated with the Berth 4 extension.

This engagement corresponds to a blend of Exhibit A Sections 1.02 (Pre-Engineering) and 1.03 (Preliminary Design) and supports development of a Pre-Design Report (PDR). SCI's role is to serve as HDR's navigation advisor: reviewing evolving design concepts for their effect on vessel maneuvering within the channel and turning basin, and helping HDR broker discussions with the U.S. Army Corps of Engineers (USACE) and the harbor pilots regarding likely acceptable navigation conditions.

Present indications are that the berth re-alignment will not encroach on the federal channel, and the Berth 4 turning-basin extension may offset the reduction in maneuvering area, so no navigation improvements may ultimately be required. The most likely candidate improvement, if any, is relaxation of the approach-channel bend. A recognized constraint is the 90 degree turn off the main channel into Port Manatee (approximately 3.5 nm above the Sunshine Skyway Bridge) that currently limits vessel length to approximately 935 feet LOA; potential moves toward larger vessels (specifically Suezmax classes) and any channel deepening would remain governed by that bend absent a larger navigation improvement. These questions will be resolved collaboratively with HDR and the stakeholders as the basis of design matures.

This proposal is intended as an initial engagement that develops the information needed to determine whether a subsequent navigation simulation study is warranted and, if so, to define its parameters — enabling a well-defined follow-on scope in a later phase.

2. Objectives

- Provide HDR with experienced navigation advisory input on the design concepts and their implications for the existing channel and turning basin.
- Advise on whether navigation improvements are likely to be warranted and, if so, what conditions are likely to be acceptable to the reviewing stakeholders.
- Facilitate and participate in discussions with USACE and the harbor pilots, leveraging SCI's existing relationships with both.
- Collaborate with HDR's coastal engineering team to define the data requirements and study parameters that would inform a potential navigation simulation study.

3. Deliverables

- **Navigation advisory input.** Ongoing technical advisory to HDR, provided through working sessions and written summaries as concepts are reviewed.
- **Stakeholder engagement support.** Coordination of and participation in remote meetings with USACE and the pilots, with brief written summaries of outcomes and action items following each engagement.
- **Study parameters & data needs definition.** A written definition of the study parameters, data requirements (e.g., metocean/current data, hydrographic survey needs) and study methodology developed with HDR, identifying which needs can be met with publicly available data and which would require additional collection.

4. Roles and Responsibilities

SCI will staff this engagement with up to three positions:

- **SCI — Study Lead.** Senior navigation subject-matter expert responsible for technical advisory input, evaluation of maneuvering implications, participation in stakeholder discussions, and definition of study parameters and data needs.
- **SCI — Study PM.** Responsible for project coordination with HDR, scheduling and facilitation of stakeholder meetings, preparation of meeting summaries and deliverables, and overall management of the SCI scope.
- **SCI - Navigational Expert.** Senior navigation subject-matter expert responsible for technical advisory input, evaluation of maneuvering implications. Specialization in ship pilotage and previous participation in channel improvement projects.

HDR responsibilities:

- Provide project concepts, figures, and design basis information as they develop.
- Provide coastal engineering support and coordinate data collection (metocean, current, hydrographic, bathymetry) as needed.
- Participate as a party to all stakeholder discussions with USACE and the pilots to keep the project team aligned.

Stakeholders: USACE and the Seaport Manatee harbor pilots will participate in advisory discussions regarding acceptable navigation conditions and potential improvements.

5. Assumptions

- Services are advisory and on-call in nature over an anticipated engagement period of approximately 12 to 14 months; the level of effort shown is an estimate to be drawn upon as needed.
- All stakeholder meetings with USACE and the pilots will be conducted remotely; no travel is included in this proposal. Should in-person meetings be required, associated time and travel expenses would be added by amendment.
- HDR will be a party to all stakeholder discussions.
- No navigation simulation modeling is performed under this scope. Any simulation study, including vessel-model development, would be scoped, priced, and authorized separately as a subsequent phase.
- No long-lead items are anticipated; existing vessel models are expected to be adequate, so no new vessel-model development (typically a 90-day lead item) is included.
- Data required to define study parameters (metocean, current, hydrographic, bathymetry) will be provided by HDR or the Port where available; SCI will assess publicly available data for adequacy.
- Fees are estimated on a time-and-materials, not-to-exceed basis at the base rates shown; SCI will invoice for actual hours expended and will not exceed the total without prior written authorization.

6. Pricing

The proposed budget for this phase is based on the below estimated labor engagement.

Task	Study Lead (hrs)	Study PM (hrs)	Navigational Expert (hrs)
1. Concept review & navigation advisory	40	20	16
2. Stakeholder coordination (USACE & pilots)	48	40	8
3. Data needs & study parameter definition	40	32	0
Total hours	128	92	24

Position	Base Rate (\$/hr)	Est. Hours	Extended Fee
Study Lead	\$160	128	\$20,480
Study PM	\$135	92	\$12,420
Navigational Expert	\$250	24	\$6,000

Total not-to-exceed fee		260	\$38,900
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7. Acceptance and Authorization

Seamen's Church Institute (SCI)

Signature

Name / Title

Date

Exhibit 16



August 3, 2026

Wes Dortch, PE
HDR Engineering, Inc.
4830 W. Kennedy Blvd.
Tampa, FL 33609

RE: ENGINEERING SERVICES PROPOSAL FOR MCPA RFQ-E-26-001 BERTH RECONSTRUCTION

Wes,

This proposal has been prepared in response to your request and outlines our understanding of the project, proposed scope of services, and associated fees.

PROJECT UNDERSTANDING

The Manatee County Port Authority (MCPA) is undertaking a program to replace five operating berth facilities and strengthen the remaining five berths for deepening. The HDR Team, inclusive of Inwater Engineering, was selected to provide the design of the associated improvements.

SCOPE OF SERVICES

Inwater Engineering will support HDR by assisting with front-end planning, marine structural engineering, and independent technical reviews extending from project initiation through design completion. Proposed work is delineated into Initial and Future Services, as detailed below:

- Initial Services will be limited to supporting Pre-Engineering and Preliminary Design. As the design scope is yet to be defined, specific tasks will be assigned to Inwater Engineering by HDR on an as-needed basis, as mutually agreed upon.
- Future Services including detailed engineering/design, independent technical reviews and bidding/construction support are currently excluded and will be addressed through contract amendment.

FEE & SCHEDULE

Initial Services will be provided for a Lump Sum fee of \$152,000, inclusive of expenses, over approximately 12-14 months following Notice to Proceed. This generally includes the following allowance:

- Principal: 384 hours @ \$320/hr
- Senior Engineer: 120 hours @ \$235/hr

Expended effort will be internally managed by Inwater Engineering and regularly communicated to HDR. Any efforts exceeding this allowance will not be performed without amending the contract for additional fee.

A maximum of two in-person meetings for one staff member are included. All other meetings will be virtual.

CLOSURE

Thank you for the opportunity to assist HDR. Please let me know if you have any questions.

Sincerely,



Craig McGillawee, PE
President

July 23, 2026

Wes Dortch
HDR
4830 W. Kennedy Blvd
Suite 400
Tampa, FL, 33609

Re: MCPA Berth Reconstruction – Phase 1 Design

Dear Mr. Dortch,

Thank you for the opportunity to propose Electrical Engineering services for HDR. We are pleased to propose for the MCPA Berth Reconstruction Project.

HEG understands that the design effort will be broken into multiple phases, with Phase 1 advancing conceptual designs and implementation strategies through the Pre-Engineering Phase report deliverable (Pre-Design Report). HEG proposes to perform the following services as part of Phase 1 Design.

Pre-Engineering Phase

- Provide monthly summary of electrical engineering services performed for inclusion into the HDR's overall Engineering Services Progress Report to the owner.
- Review and assess available site data, information, reports, facility plans, and site evaluations.
- Review available utility mapping and surveys to identify utilities likely to affect the project construction.
- Perform site visit to review existing conditions and facilities.
- Meet with electrical utility provider (FPL) to establish understanding of FLP port master plan with respect to the Berth Reconstruction Project.
- Coordinate with project team to identify design objectives, constraints, space, flexibility, expandability, and budgetary limitations.
- Advise project team of any need to obtain, furnish, or make available additional project related information and data for engineering use in the study and evaluation of potential project solutions. This may include recommendations for additional studies and surveys.
- Provide input, with respect to electrical engineering and construction, on up to four (4) alternative project solutions presented by the project team.
- Review the overall project sequencing plan with respect to electrical utilities.
- Assist owner in reducing and managing risks associated with aboveground and underground electrical utilities by working with owner and project team to provide input into the "Aboveground Facilities Procedure" and "Underground Facilities Procedure".
- Prepare the electrical section(s) of the draft Basis of Design (BOD), including key assumptions, decisions, controlling codes, key goals, and known conflicts. BOD will include advisement on Opinion of Probable Construction Cost (OPCC) for electrical elements of the project.
- Develop concept design of electrical service extensions that will be affected by project demolition and construction.
- Identify major items, equipment, or materials that may require early procurement.
- Onsite review meeting with owner and project team to review Pre-Design Report.
- Revise the Pre-Design Report (electrical section) with respect to owner review comments.

HEG will work with the project team to identify needs/requirements at each berth location for inclusion into the overall project concept definition. Design consideration may include, but not be limited to:

- Lighting
- 480 and/or 208 Volt shore power
- Provisions for future ship-to-shore (cold-ironing) power.
- Mobile Harbor Crane Power (electrification and/or hotel power).
- Low voltage systems
- Bunkering
- Material unloaders

Notes that apply to all services:

- Services shall be performed consistent with the professional skill and care ordinarily provided by licensed professional engineers practicing under similar circumstances at the same time and in the same locality.
- Any opinions of probable construction costs are provided for informational purposes and do not constitute a guarantee of actual project cost.
- AutoCAD will be used to produce Electrical drawings.
- Civil backgrounds will be provided to HEG in AutoCAD format.
- Electrical panel load recordings, if required, will be provided by the owner. HEG will identify which panels require load recordings as part of the Pre-Design Report.
- One site visit (for two persons) to observe existing conditions.
- One site visit (for one person) to meet with FPL.
- Up to and including eight virtual design meetings.
- One in-person design/design review meetings (one person).
- Pre-Design Report will serve as the deliverable for the Pre-Engineering Phase. Pre-Design Report may include BOD, concept level schematics (no design drawings), OPCC, Above/Underground Facilities Procedure, and identification of long lead items.
- HEG shall not be responsible for delays caused by circumstances beyond its reasonable control.
- HEG assumes this proposed scope of work will have a maximum duration of 14 months.
- Civil, structural, and material handling concepts must be developed prior to electrical concepts being produced.

The following services are expressly excluded from this proposal unless contained in an addendum:

- Architectural design services, mechanical engineering, civil engineering, structural engineering, acoustical engineering, software engineering, or systems integration services.
- Design drawings.
- Commissioning services.
- Green Building (i.e. LEED, WELL, Living Building Challenge, etc.) certifications or design services.
- Controls and/or instrumentation designs not expressly included above.
- Meetings or site visits not expressly included above.
- Life cycle cost analysis.
- Copying, printing, and other reproduction services not expressly included above.
- Hall Engineering Group is not responsible for identifying concealed or latent conditions that are not reasonably observable during site visits. HEG will work to identify areas of

potential concern and provide recommendations on what additional services may be required to further investigate and/or develop a solution.

- Permit application preparation, permit expediting services, permit fees, etc.
- Scope changes resulting from unforeseen field conditions.

Services not expressly identified as included are excluded from the Base Scope; however, HEG will be pleased to provide additional services upon request.

Services beyond those expressly identified herein, including additional meetings, revisions due to scope changes, redesign resulting from client-directed changes, or unforeseen field conditions, shall be considered Additional Services and will be provided upon written authorization.

This proposal, upon agreement by both parties, shall be accepted via a mutually executed Master Service Agreement and associated Task Order.

This proposal is valid for ninety (90) days.

Thank you again for the opportunity and please contact me if you have any questions.

Best regards,

A handwritten signature in blue ink, appearing to read "Keith W. Hall".

Keith W. Hall, P.E.
President

Appendix A: Proposed Fees

Appendix A

We propose to furnish these services for the following fixed fees:

Scope Tasks	Price
Pre-Engineering Phase	\$59,700.00

Notes:

1. Reimbursables are included in the above fees.
2. Contract modifications, if hourly, shall use HEG's standard hourly rates in effect at the time of the contract modification.

EXHIBIT B—DELIVERABLES SCHEDULE

The deliverable schedule will be as outlined in the Engineering Proposal attached to Exhibit A, or any additional Engineering Proposals provided as Amendment to Owner-Engineer Agreement in Exhibit C as requested. Engineer will, in collaboration with the Owner, develop and maintain an Engineering Project Schedule further defining anticipated project milestones, task durations, allowances for third-party stakeholder activities, and the dates for each Document to be submitted to the Owner and include an agreed upon review time by the Owner. This Engineering Project Schedule will be updated during the Project as discussed and agreed upon between the Owner and Engineer.

Engineer shall furnish Documents to Owner as required in the Engineering Project Schedule, developed by the Engineer and Owner. Due to the size and complexity of this Project, the Engineering Project Schedule may be developed in phases as work progresses through the Pre-Engineering Phase and a Sequencing Plan is established.

Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in the Engineering Proposal attached to Exhibit A or any additional Engineering Proposals provided as an Amendment to Owner-Engineer Agreement in Exhibit C), according to the Engineering Project Schedule. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A and other Engineering Proposals subsequently incorporated into this Agreement), according to the Engineering Project Schedule.

Party	Action
Engineer	Submit digital copies of the Report and other Pre-Engineering Submittal Phase deliverables to Owner.
Owner	Submit comments regarding the Report and other Pre-Engineering Submittal Phase deliverables to Engineer.
Engineer	Submit digital copies of the revised Report and other Pre-Engineering Submittal Phase deliverables to Owner.
Engineer	Submit digital copies of the Preliminary Design Submittal, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.
Owner	Submit comments regarding Preliminary Design Submittal, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.
Engineer	Submit digital copies of the revised Preliminary Design Submittal, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.
Engineer	Submit digital copies of the first Final Design Phase (60%) draft of Drawings and Specifications to Owner.

Exhibit B—Deliverables Schedule.

Party	Action
Owner	Submit comments and instructions regarding the first Final Design Phase (60%) draft of Drawings and Specifications to Engineer.
Engineer	Submit digital copies of the second Final Design Phase (90%) drafts of Drawings and Specifications to Owner.
Engineer	Submit digital copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase (100%) deliverables (other than Drawings and Specifications) to Owner.
Owner	Submit comments and instructions regarding the second Final Design Phase (90%) drafts of Drawings and Specifications to Engineer.
Engineer	Submit digital copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase (100%) deliverables (other than Drawings and Specifications) to Engineer.
Engineer	Submit to Owner: digital copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and digital copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase (100%) deliverables.
Engineer	Submit digital copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.

Exhibit B—Deliverables Schedule.

MANATEE COUNTY PORT AUTHORITY
BERTH RECONSTRUCTION PLANNING, PERMITTING, & DESIGN

PROFESSIONAL DESIGN SERVICES
RFQ# MCPA-RFQ-E-26-001
DATE: 06/16/2026

Party	Action
Engineer	Submit copies of Construction Phase deliverables (if any) identified in the Agreement or Exhibit A, to Owner.

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: [Name of Owner]

Engineer: [Name of Engineer]

Project: [Name of Project]

Effective Date of Owner-Engineer Agreement: [Effective Date of Agreement]

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Modifications to the Agreement are outlined in the Engineering Proposal attached to this Amendment, which have been requested by the Owner.

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is [Enter Effective Date of Amendment].

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

EXHIBIT D – NOT USED

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is 30MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as flash drive or hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit F or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project

document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses, as required, necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

- 1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
- 2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a

deliverable Document to third parties, the format will be Portable Document Format (PDF).

- a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
 - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
 - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.
- b. Engineer shall assist, participate, or provide language in a standard version to obtain such releases from third parties.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable

Modified Form of Exhibit F—Electronic Documents Protocol (EDP).

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.

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Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Basic Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer.

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI’s and Responses to RFI’s; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor’s Submittals (Shop Drawings, “Or Equal” requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner’s and Engineer’s Responses to Contractor’s Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents between Owner and Engineer.	Email w/ Attach or LFE	PDF	(3)
a.5	Correspondence; Final Versions of layouts, Specifications, Drawings, maps, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents for Bidding and Contracting.	DemandStar w/ Attach	PDF	(4)
a.6	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.7	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.8	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.9	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
(4)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents for Bidding will be done via the DemandStar website per the Contract Documents. Owner will be responsible for managing the DemandStar website during Bidding, and will post Addendums as required.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, hard drive, DropBox.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader or Bluebeam Revu.			
DWG	Autodesk® AutoCAD. dwg format Version 2020 .			
DOC	Microsoft® Word. docx format Version 2024			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

Modified Form of Exhibit G—Insurance.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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 and American Society of Civil Engineers. All rights reserved.

EXHIBIT G—NOT USED

EXHIBIT H—NOT USED

EXHIBIT I—NOT USED

**MANATEE COUNTY PORT AUTHORITY
BERTH RECONSTRUCTION PLANNING, PERMITTING, & DESIGN**

PROFESSIONAL DESIGN SERVICES

RFQ# MCPA-RFQ-E-26-001

DATE: 06/16/2026

EXHIBIT J—NOT USED

EXHIBIT K – ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with SeaPort Manatee.

The undersigned, on behalf of HDR Engineering, Inc. ("Contractor"), hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the SeaPort Manatee from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **"Coercion"** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.
- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.**

Authorized Signature: [Signature] Date: Oct 7, 2026
Printed Name: Jeffrey B. Arms Title: Vice President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of October, 2026, by Jeffrey B. Arms, as Vice President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

[Signature]
Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: 07/17/2030



EXHIBIT L – CERTIFICATE OF TRUTH IN NEGOTIATION

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into this Contract:

HDR Engineering, Inc.

pursuant to the Agreement for the #ProjectName project with the Manatee County Port Authority.

Before me, the undersigned authority personally appeared, who having knowledge as to the facts and statement in this Truth In Negotiation Certificate after duly sworn, deposes and states under oath that:

1. This Certificate must be attached to and constitute an integral part of the contract as provided in Florida Statute 287.055(5)(a).
2. The undersigned hereby certifies that the wage rate and other factual unit costs supporting the compensation on which this contract is established are accurate, complete, and current on the date set forth in this Truth In Negotiation Certificate.
3. The truth of statements made in this Truth In Negotiation Certificate may be relied upon by the Manatee County Port Authority and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.
4. The original contract price and any additional thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

Executed on behalf of the Party to the Agreement referred to as the Engineer, doing business as:

HDR Engineering, Inc.

By: Jeffrey B. Arms, Jeffrey B. Arms

(Signature, Name)

Title: Vice President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of October, 2026, by Jeffrey B. Arms, as Vice President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Zaritza Gotay Ortiz

Name of Notary Typed, Printed or Stamped

My Commission Expires: 07/17/2030



EXHIBIT M – RFQ AND ENGINEER’S RESPONSE

The following RFQ and Engineer's Response are incorporated by reference solely for background and informational purposes. In the event of any conflict, inconsistency, ambiguity, or omission between the Agreement and Exhibit M the terms of this Agreement shall control.



Berth Reconstruction Planning, Permitting & Design Professional Services

MCPA-RFQ-E-26-001 | May 21, 2026

Submitting Firm:

HDR Engineering, Inc.
4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609

Contact Person:

Mike Freiner, Project Manager
727.641.1889
Mike.Freiner@hdrinc.com



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Cover Letter

Cover Letter

May 21, 2026

Manatee County Port Authority

John Glass, Jr., PE - Director of Engineering and Construction

300 S Dock Street, Palmetto, FL 34221

RE: MCPA-RFQ-E-26-001; Berth Reconstruction Planning, Permitting & Design Professional Services

Dear Mr. Glass and Committee Members,

HDR Engineering, Inc. (HDR) is pleased to express our interest in submitting this Statement of Qualifications in response to MCPA-RFQ-E-26-001. We proudly do so as the prime consultant, Tampa based, in partnership with a team that is known to you and that provides in-depth knowledge of your infrastructure, your strategic objectives and project goals.

A Focused & Efficient Approach to Achieve Your Goals

The Manatee County Port Authority (MCPA or the Port) is undertaking an ambitious program driven by need – to replace vital, aging berth infrastructure, to improve the operational level of service and to prepare for an economy-driving harbor deepening. This includes the reconstruction and re-alignment of five operating berth facilities and the strengthening of the remaining five berths for substantial deepening. To accommodate funding availability and maintaining vital revenue-generating operations, this will be accomplished over multiple construction projects and years. The Port has astutely packaged the planning, design, NEPA documentation and permitting of these into a single contract. This strategy leverages component designs and lessons learned to achieve economies of scale, accelerate design and permitting and streamline NEPA documentation as federal grant opportunities are pursued.

Implementation must prove efficient and adaptable in addressing condition and functional driven priorities, the timing and availability of funds, the evolution of priorities over time and changing conditions. As presented in our *Approach*, we propose a programmatic approach – one that defines a coherent strategy for the coordinated, informing and concurrent progression of constituent elements to achieve the following:

- Completing all grant funded services by the 11/30/2030 project completion date
- Value engineered (VE) solutions that achieve functional goals at reduced cost and duration
- Sound planning for the maintenance of revenue-generating operations
- Strategic planning for grant funding, implementation and NEPA documentation and for permitting that aligns funding and regulatory authorization to the overall program schedule

- Strategic project grouping and sequencing to address condition-driven and functional priorities, minimize disruption and promote cost reducing efficiency
- Procurement strategies to reduce cost and allow expedited execution as funding is secured

Unmatched Experience & Depth to Address Evolving Needs Over the Life of this Program

HDR's team structure is founded on our understanding of the project scope and is informed through in-depth discussions with the Port. Achieving the Port's end goals will be successfully concluded through advancing differing, yet complementary, initiatives in parallel. Our team provides senior technical experts with unmatched experience in the planning, management and design of large, complex berth rehabilitation, reconstruction and deepening projects throughout Florida; these are complemented with specialists experienced in the permitting and NEPA documentation for similar construction. We've blended these core competencies with advisory capabilities that enhance value and that can support the advancement of necessary complementary initiatives. As discussed in our *Approach* these include:

- Constructability reviews and value engineering that has saved our Florida seaport clients \$130M in construction costs and years in construction duration
- Grant application, benefit-cost analyses and grant compliance support
- Professional cost estimating and scheduling to inform planning, budgeting and funding strategies so that future awards don't become binding constraints
- Berth utilization and capacity statistical evaluations in support of maintaining operations
- Section 203 support that can expedite your harbor deepening feasibility study
- Cause determination / mitigative solutions for Berth 9 stray cathodic impressed currents

Strongly Integrated Team – Partners Known to the Port & Experienced Working Together

Our team structure, presented in the following chart, is comprised of firms and individuals known to the Port and to one another. We leverage direct knowledge of your infrastructure and strategic plans and are experienced in partnering together – this reduces learning curves and promotes efficiency and getting our product right the first time.

FIRM NAME MAIN BASE LOCATION	SERVICES	SIZE OF FIRM		SIZE OF BASE OFFICE
		Total Professional Non-professional		Total Professional Non-professional
HDR Engineering, Inc. Tampa, FL (Prime Consultant)	Project Management, Geotechnical Engineering, Berth Condition Assessments, Environmental Survey, NEPA & Permitting, Coastal/Metoccean/Scour Prediction/Resiliency, Mooring & Berthing Analysis, Grant Funding & Compliance, Value-Added Services, Planning, Marine Structures, Construction Cost & Schedule, Corrosion Engineering, Industrial/Heavy Pavement, Roadway/Traffic/Signage/Pavement Markings, QA/QC	14,383 9,735 4,648		181 164 17
Arehna Engineering, Inc. Tampa, FL	Geotechnical Services	30 28 2		30 28 2
BollardScan/Edgewater Consultants, LLC Tampa, FL	Bollard Condition & Capacity	3 2 1		3 2 1
Collins Engineers, Inc. Tampa, FL	Condition Assessments & Inspections	490 450 40		121 53 68
Hall Engineering Group, Inc. Tampa, FL	Electrical/Power Supply & Distribution	10 3 7		10 3 7
Inwater Engineering, Inc. Jacksonville, FL	Constructability & Value Engineering, Planning, Berth Utilization / Capacity Studies	1 1 0		1 1 0
Kimley-Horn and Associates, Inc. Sarasota, FL	Site/Civil/Drainage, Utilities, Warehouse Modifications, Materials Handling, Permitting & Marine Structural Support, QA/QC	9,994 8,287 1,707		143 125 18
Suncoast Land Surveying, Inc. Oldsmar, FL	Survey, SUE	10 8 2		10 8 2
The Seamen's Church Institute Center for Maritime Education Houston, TX	Navigation Studies / Simulation Modeling	37 21 16		12 10 2

HDR. We know the Port. We've held a continuing service contract with the Port since 2020 and our Project Manager, Mike Freiner, and Principal-in-Charge, Wes Dortch, enjoy professional relationships, spanning years, with your Director of Engineering and Construction. The project experience presented in our qualifications – prominent, complex berth reconstruction and deepening projects for Florida seaports – are of direct and recent relevance, unmatched by our peers. The staff that delivered these projects are core, leading members of this proposed team.

Kimley-Horn and Associates (KHA). HDR and KHA have partnered on more than 350 projects, including Lena Road in Manatee County and the Tampa Streetcar Extension. We are now partnered (HDR prime) in supporting the Georgia Ports Authority for a Section 203 feasibility study to deepen and widen the Savannah River. Desi Moldonado performed the 2014 comprehensive condition assessment of MCPA Berths 4-14. John Corley led the SeaPort Manatee Master Plan Update (2022) recommending the berth reconfiguration and upgrades of this program, and that was vital in securing the PIDP grant for this program.

Inwater Engineering (IW). As a former HDR employee, Craig McGillawee, IW Principal, served in a prominent role on a number of the projects we present in our qualifications. Craig remains a trusted, close friend and frequent partner on complex marine structural projects.

Arehna Engineering (AE), Collins Engineers (CE), Hall Engineering Group (HEG), Suncoast Land Surveying (SLS) and the Seamen's Church Institute (SCI). Each of these trusted partners has supported HDR on multiple seaport projects. SLS and AE routinely support HDR throughout the Tampa Bay Area, including for ongoing work with MCPA and Port Tampa Bay (PTB). HEG has supported HDR on projects throughout the Southeast, including for PTB, South Carolina Port Authority (SCPA) and Jacksonville Port Authority (Jaxport). CE and HDR partner in the service of federal clients and ports throughout the eastern US and abroad, including PTB, SCPA, Port Everglades and Jaxport. SCI has provided HDR with specialized simulation support for key navigational improvement projects throughout the Western Gulf.

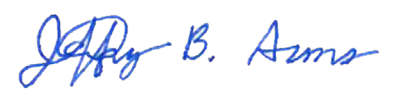
HDR is uniquely qualified and fully committed to advance MCPA's goals, and we appreciate your consideration for this opportunity.

Respectfully Submitted,

HDR Engineering, Inc.



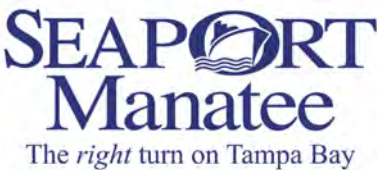
Mike Freiner, PE | Project Manager &
Port Point of Contact
4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609
727.641.1889

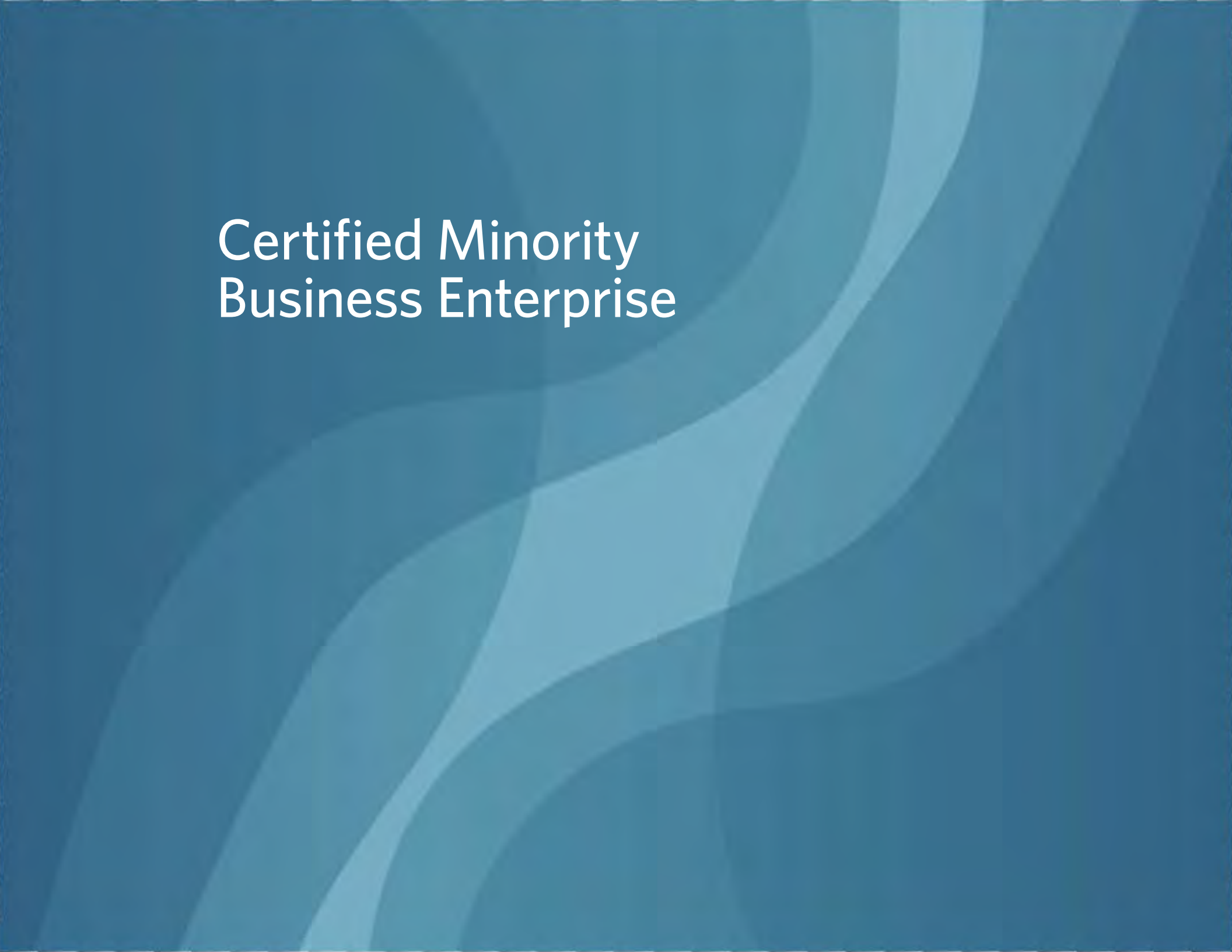


Jeffrey B. Arms | Vice President
4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609
407.420.4200

Organizational Chart

Organizational Chart



The background of the image is a solid dark blue color. Overlaid on this background are several large, flowing, wavy lines in lighter shades of blue. These lines originate from the left side and curve towards the right, creating a sense of movement and depth. The lines vary in opacity, with some being more prominent than others.

Certified Minority
Business Enterprise

Certified Minority Business Enterprise

While HDR is not a Minority Business Enterprise (MBE), we will lead a team of specialists that include, Arehna Engineering, Hall Engineering Group, Inwater Engineering and Suncoast Land Surveying whom are either Small Business Enterprise (SBE) or Women-Owned Minority Business Enterprise (W/MBE) firms. We are proud to feature these firms and are committed to their meaningful engagement on this project, as is demonstrated in the chart to the right. Each of these SBE and W/MBE firms' certificates are shown below.

FIRM NAME	SERVICES TO BE PROVIDED	MBE/ SBE/WBE	REGISTERING AGENCY	EST. % OF WORK
Arehna Engineering, Inc.	Geotechnical Services	W/MBE	State of Florida	4%
Hall Engineering Group, Inc.	Electrical/Power Supply & Distribution	SBE	Hillsborough County	3%
Inwater Engineering, Inc.	Constructability & Value Engineering, Planning, Berth Utilization / Capacity Studies	SBE	FDOT	3%
Suncoast Land Surveying, Inc.	Survey, SUE	W/MBE	State of Florida	2.5%

AREHNA ENGINEERING, INC.

State of Florida

Woman Business
Certification

AREHNA Engineering, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
06/30/2025 to 06/30/2027



Pedro Allende
Florida Department of Management Services



Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

HALL ENGINEERING, INC.



Economic Development
PO Box 1110, Tampa, FL 33601-1110
(813) 272-6210

Board of County
Commissioners
Chris Boles
Donna Cameron Cepeda
Harry Cohen
Ken Hagan
Christine Miller
Gwendolyn "Gwen" Myers
Joshua Wostal
COUNTY ADMINISTRATOR
Bonnie M. Wise
COUNTY ATTORNEY
Christine M. Beck
COUNTY INTERNAL AUDITOR
Melinda Jenzarli

ASSISTANT COUNTY ADMINISTRATOR
Ron Barton

September 22, 2025

Donna Hall
Hall Engineering Group
3820 GUNN HWY STE 200
Suite 200
TAMPA, FL 33618

Dear Donna:

Your firm's application for registration as a Hillsborough County Small Business Enterprise has been approved for a period of three years, effective September 22, 2025. Prior to the expiration date of this three-year period, you will be notified of the need to apply for renewal of your firm's registration for another three years.

If any changes regarding the ownership, size, or other material characteristics of your business occur, it's your responsibility to notify our office. Depending on the changes, you may be asked to complete another Application.

Your firm's registration applies to the following approved line(s) of business:

Consulting Engineers / Electrical

To help our registered firms maximize their opportunities for contracting on Hillsborough County projects, we offer free training on an ongoing basis. To view our current list of workshops, please visit:
<http://www.hillsboroughcounty.org/workshops>

Congratulations on being registered as a Hillsborough County Small Business Enterprise! Please don't hesitate to contact us if you have any questions.

Sincerely,



Theresa Kempa, Manager, MCA
Minority & Small Business Enterprises Division

INWATER ENGINEERING, INC.

EQUAL OPPORTUNITY COMPLIANCE

FDOT
Florida Department of Transportation
Company #42068000 - HDR ENGINEERING

EOC

Find Vendor

Vendor Search

Vendor ID #

Name
Inwater

Search on either Vendor ID or Vendor Name. The Vendor ID must be fully entered. A partial name may be entered and either Begins With or Contains must be selected. The Search EOC Vendor File button will look for vendors already used in EOC, the Extended Search of Master Vendor file will look at the entire FDOT vendor directory.

Search EOC Vendor File Extended Search of Master Vendor

Note: 3 character min when using 'Begins With', 5 character min when using 'Contains'

Available Vendor(s):

Showing item 1 of 1

Select	Vendor ID	Vendor Name	MBE	DBE	SBE
Select	F934023773	INWATER ENGINEERING INC	No	No	Yes

If Vendor not found in EOC or Extended Search, click Add Vendor

Add Vendor

SUNCOAST LAND SURVEYING, INC.

State of Florida

Woman Business Certification

Suncoast Land Surveying

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
10/15/2025 to 10/15/2027

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.mylflorida.com/osd

Qualifications by Personnel

Qualifications by Personnel



Mike Freiner, PE

Project Manager | HDR

Senior Ports & Terminals Project Manager

WORK LOCATION | ASSIGNED OFFICE

Tampa, FL | Tampa, FL

EDUCATION

BS, Civil Engineering, 2001

PROFESSIONAL CREDENTIALS

Professional Engineer, FL No. 72213

EXPERTISE

Mike has over two decades of project management and engineering experience. He has managed complex multi-discipline projects through the years with a focus on seaport and industrial marine waterfront and upland terminal projects. Mike has led a vast array of multi-disciplinary projects that include berth improvements; reconstruction and new berth design; freight rail improvements; roadway; NEPA completion; environmental permitting, mitigation and monitoring; architectural improvements; material handling; structures; and operational improvements for private and public clients.

RELATED PROJECTS

Port Tampa Bay, Berth 268 Reconstruction, CT 5 Berth Construction, NEPA & Permitting Projects | Tampa, FL
Project Manager.

Manatee County Port Authority, Inside Yard Capacity & Mainline Yard Capacity Pre-Construction & Construction Services | Manatee County, FL
Project Manager.

Manatee County Port Authority, Supplemental Task for Port Rail Mainline & Inside Yard Track Design | Manatee County, FL
Project Manager.

Port Tampa Bay, CT 3 Loop Roadway & Aquarium Parking Lot Design | Tampa, FL
Project Manager.

Port Tampa Bay, CT 6 Passenger Boarding Bridge Modifications | Tampa, FL
Project Manager.

Port Tampa Bay, CT 2 Provisioning & Stores Queing & Management Strategy | Tampa, FL
Project Manager.

Port Tampa Bay, Berth 267 Wharf Repairs & Passenger Bridge Modifications | Tampa, FL
Project Manager.

Port Tampa Bay, Berth 22 Condition Assessments, Analysis & Repair | Tampa, FL
Project Manager.

Puraglobe Syntainics, LLC, Marine Loading Arm, Wharf & Process Improvements | Tampa, FL
Project Manager.



Wes Dortch, PE, BC.PE

Principal-In-Charge, Planning | HDR

East Region Maritime Lead

WORK LOCATION | ASSIGNED OFFICE

Tampa, FL | Tampa, FL

EDUCATION

MBA, 2005

BS, Civil Engineering, 1997

PROFESSIONAL CREDENTIALS

Professional Engineer, FL No. 61426

ACOPNE Board Certified Port Engineer

EXPERTISE

Structural design, VE & risk management for complex wharf rehabilitation, strengthening, reconstruction & new construction. Maintenance of operations. Construction engineering.

RELATED PROJECTS

Jaxport, BIMT Wharf Rehab & Reconstruct | Jacksonville, FL
Project Manager (Rehab)/QC Manager (Reconstruct).

PortMiami, Wharves Strengthening Program Container Berths I-VII | Miami, FL
Project Manager.

Broward County, Port Everglades Slip 1 Expansion | Ft. Lauderdale, FL
Project Manager & Technical Advisor.

Jaxport, Talleyrand Bulkhead Replacement | Jacksonville, FL
Project Manager & Technical Advisor.

Port Tampa Bay, Berth 268 Reconstruction, CT 5 Berth Construction | Tampa, FL
Principal-In-Charge.



Kevin Whitehead, PE

Deputy Project Manager, Berth Condition Assessments | HDR

Senior Maritime/Waterfront Infrastructure Engineer

WORK LOCATION | ASSIGNED OFFICE

Tampa, FL | Tampa, FL

EDUCATION

BS, Civil Engineering, 2008

PROFESSIONAL CREDENTIALS

Professional Engineer, FL No. 76148

EXPERTISE

Condition assessments, structural engineering & design for bulkhead and marginal cargo and cruise berths and advanced soil/structural analyses.

RELATED PROJECTS

Broward County, Port Everglades Slip 1 Expansion | Ft. Lauderdale, FL
Structural Engineer (Schneider E&C employee during project).

Port Tampa Bay, CT 5 Berth Construction | Tampa, FL
Project Engineer.

Port Tampa Bay, Berth 24 Bulkhead Stabilization | Tampa, FL
Project Engineer.

Massachusetts Port Authority, M683 Black Falcon Seawall Rehab | Boston, MS
Project Engineer.



Frank Proctor, PE

QA Manager & Structures QA | HDR

Waterfront Structures Practice Lead

WORK LOCATION | ASSIGNED OFFICE

Vancouver, WA | Vancouver, WA

EDUCATION

MS, Civil Engineering, 1996
BS, Civil Engineering, 1994

PROFESSIONAL CREDENTIALS

Professional Engineer, FL No. 63507

EXPERTISE

Structural design, VE, risk management & advanced soil/structural analyses for bulkhead, marginal & cellular cargo wharves. Maintenance of operations. Construction Engineering.

RELATED PROJECTS

Jaxport, BIMT Wharf Rehabilitation & Reconstruction | Jacksonville, FL
Project Manager (Reconstruct)/Design Engineer (Rehab).

PortMiami, Wharves Strengthening Program Container Berths I-VII | Miami, FL
Senior Structural Lead.

Broward County, Port Everglades Slip 1 Expansion | Ft. Lauderdale, FL
QA/QC.

Jaxport, Talleyrand Bulkhead Replacement | Jacksonville, FL
Project Manager (Phase 2)/Design Engineer (Phase 1).



Anthony Vieira, PE

Marine Structures | HDR

Senior Maritime/Waterfront Infrastructure Engineer

WORK LOCATION | ASSIGNED OFFICE

Tampa, FL | Tampa, FL

EDUCATION

MS, Civil Engineering, 2007
BS, Civil/Structural Engineering, 2004

PROFESSIONAL CREDENTIALS

Professional Engineer, FL No. 71670

EXPERTISE

Condition assessments, structural design & advanced soil/structural analysis for cellular, bulkhead & marginal cargo & cruise wharves. Armored protection slopes.

RELATED PROJECTS

Port Tampa Bay, CT 5 Berth Construction | Tampa, FL
Structural EOR.

Massachusetts Port Authority, M683 Black Falcon Seawall Rehab | Boston, MS
Waterfront Infrastructure Engineer.

City of Houston, North Canal Phase 1 Design | Houston, TX
Waterfront Infrastructure Engineer.

Port Tampa Bay, Berth 22 Condition Assessments, Analysis & Repair | Tampa, FL
Waterfront Infrastructure Engineer.



Stephen Mersdorf, PE

Marine Structures | HDR

Senior Marine Structural Engineer

WORK LOCATION | ASSIGNED OFFICE

Jacksonville, FL | Jacksonville, FL

EDUCATION

MS, Civil Engineering, 2000
BS, Civil Engineering, 1998

PROFESSIONAL CREDENTIALS

Professional Engineer, FL No. 93058

EXPERTISE

Structural design, VE, risk management & advanced soil/structural analysis for cellular, bulkhead & marginal cargo & cruise wharves. Construction engineering.

RELATED PROJECTS

Jaxport, BIMT Wharf Rehabilitation & Reconstruction | Jacksonville, FL
Design Engineer & CEI Support.

PortMiami, Wharves Strengthening Program Container Berths I-VII | Miami, FL
Design Engineer.

Jaxport, Talleyrand Bulkhead Replacement | Jacksonville, FL
Design Engineer.

Port Tampa Bay, Berth 268 Reconstruction, CT 5 Berth Construction | Tampa, FL
Design Engineer.



Desi Maldonado, PE

Berth Condition Assessments, Marine Structures | KHA

Marine Structural Engineer

WORK LOCATION | ASSIGNED OFFICE

Melbourne, FL | Melbourne, FL

EDUCATION

MS, Structural Engineering, 2013
BS, Civil Engineering, 2010

PROFESSIONAL CREDENTIALS

Professional Engineer, FL No. 72978

EXPERTISE

Marine structural engineering; port planning and design; mooring analysis; structural & facility assessments.

RELATED PROJECTS

Manatee Port Authority, Berthing Analysis | Palmetto, FL
Lead Structural Inspector.

PortMiami, North Cruise Berths I-VI Realignment Program | Miami, FL
Design Criteria Professional & Project Advisor.

PortMiami, North Bulkhead Design Criteria | Miami, FL
Design Criteria Professional.

Cape Canaveral Port Authority, Marine Structural Inspections for South Cargo Piers 1 & 2, CT 2 & Repairs | Cape Canaveral, FL
EOR.



Craig McGillawee, PE

**Planning, Constructability & VE Reviews,
Berth Utilizations & Statistical Evaluations | IW**
Marine Structural Engineer

WORK LOCATION | ASSIGNED OFFICE

Jacksonville, FL | Jacksonville, FL

EDUCATION

MS, Civil Engineering, 2016
BS, Civil Engineering, 2006

PROFESSIONAL CREDENTIALS

Professional Engineer, FL No. 72218

EXPERTISE

Structural design, VE, risk management
& advanced soil/structural analyses
for bulkhead & marginal wharves.
Maintenance of operations. Statistical
analysis for berth capacity.

RELATED PROJECTS

**Jaxport, BIMT Wharf Rehabilitation &
Reconstruction | Jacksonville, FL**
Structural Engineer (HDR employee during
project).

**Jaxport, Talleyrand Bulkhead Replacement |
Jacksonville, FL**
Structural Engineer (HDR employee during
project).

**Broward County, Port Everglades Slip 1
Expansion | Ft. Lauderdale, FL**
Structural EOR (HDR & IW).

**Port Tampa Bay, Berth 268 Reconstruction |
Tampa, FL**
QC Reviewer (HDR employee during project).



John Corley, PE*

Planning | KHA
Ports & Maritime Practice Builder

WORK LOCATION | ASSIGNED OFFICE

Reston, VA | Reston, VA

EDUCATION

MBA, Business, 2006
BS, Civil Engineering, 1991

PROFESSIONAL CREDENTIALS

Professional Engineer, VA No.
0402031810

EXPERTISE

Marine & port civil engineering; port
facility design; program management;
marine infrastructure planning &
financial analysis; cruise & cargo terminal
development.

RELATED PROJECTS

**Manatee Port Authority, Master Plan 2022 |
Manatee County, FL**
Project Manager & Lead Planner.

**PortMiami, North Cruise Berths I-VI
Realignment Program | Miami, FL**
Principal-In-Charge.

**Broward County, Port Everglades Expansion
Program (Owner's Engineer) | Broward
County, FL**
Principal-In-Charge.

**MSC Cruises USA, Cruise Berths 8 & 9
Design | Miami, FL**
Principal-In-Charge.

NAME	TITLE	FIRM	WORK/ OFFICE LOCATION	ROLE ON PROJECT	EDUCATION	PROFESSIONAL CREDENTIALS	EXPERTISE	RELATED PROJECTS ROLE
Angela Schedel	Director of Coastal Programs	HDR	Jacksonville, FL	Coastal QA	PhD, Civil Engineering MS, Civil Engineering BS, Civil Engineering	PE, FL No. 85149	Coastal engineering, sea level rise/ coastal zone impacts.	NAVFAC Southeast, Naval Station Mayport Munitions Area Resiliency Planning Coastal Resiliency Lead
Casey Long	Port Development Engineer	KHA	Palm Beach Gardens, FL	Utilities, Site, Civil, Paving QA	MS, Structural Engineering BS, Civil Engineering	PE, FL No. 56083	Port infrastructure engineer, quality management & waterfront development & structural inspection.	Manatee Port Authority, Berth 12 Bulkhead/Wharf Extension Development Engineer
Kyle McClung	Land Surveyor & Mapper	SLS	Oldsmar, FL	Hydrographic, Topographic, SUE Surveys	BS, Geomatics Engineering	PSM, FL No. 7177	Topographic, boundary, hydrographic, mean high water line, surveys.	Manatee Port Authority, Rail Project Topographic/Route Surveyor
Aaron Zdinak	Geotechnical Sector Director	HDR	Glen Allen, VA	Geotechnical Testing & Reporting	MS, Geotechnical Engineering BS, Civil Engineering	PE, FL No. 94443 NCEES No. 20-254-85	Pavement design, evaluation of condition, developing rehab & repair options.	Port Tampa Bay, Berth 268 Reconstruction, CT 5 Berth Construction, NEPA & Permitting Geotechnical Engineer
Jessica McRory	Sr. Geotechnical Engineer	AE	Tampa, FL	Geotechnical Testing & Reporting	MS, Civil Engineering BS, Civil Engineering	PE, FL No. 68440 LEED AP, US	Evaluation & analysis of soil & ground- water conditions & bearing capacity.	Manatee Port Authority, Rail Project Geotechnical Engineering Oversight
Mark Bostick	Dive Supervisor / Team Leader	CE	Tampa, FL	Topside & Underwater Inspections	BS, Civil Engineering	PE, FL No. 49215 ADCI Diving No. 49660	Underwater & above-water inspections & evaluations of marine structures.	Port Tampa Bay, Anode Inspections Dive Inspector Lead
Beau Kamrath	Quality Control Engineer	CE	Hampton, VA	Topside & Underwater Inspections	BS, Civil Engineering	PE, VA No. 0402059412 ADCI Diving No. 68077	Inspection of waterfront structures, bridges, ancillary structures & tunnels.	Virginia Pilot Association, Bulkhead Condition Assessment PM & Quality Control Engineer

NAME	TITLE	FIRM	WORK/ OFFICE LOCATION	ROLE ON PROJECT	EDUCATION	PROFESSIONAL CREDENTIALS	EXPERTISE	RELATED PROJECTS ROLE
Matthew Rogers	Dive Supervisor / Team Leader	CE	Lexington, KY	Topside & Underwater Inspections	MBA, Business BS, Civil Engineering	PE, TX No. 40511 ADCI Diving No. 61534	Underwater structural safety inspection, analysis & design.	Port of Tampa Bay, Berth 139 Waterfront Facility Inspection Dive Inspector Leader
Mark Werner	Edgewater Principal	BS	Tampa, FL	Bollard Condition Assessment & Capacity Rating	MS, Non-Destructive Testing & Evaluation		NDT application utilizing vibration testing of mooring & single/double bit bollards.	Port Tampa Bay, Bollard Inspection Bollard Condition Inspector
Dara Jarvis	Environmental Scientist 2	HDR	Tampa, FL	Environmental Resource Survey, Regulatory Engagement & Permitting	BS, Biology	Stormwater Inspector, No. 53381 Gopher Tortoise Agent	Environmental science, GIS, natural resource management, environmental permitting & field data collection.	Port Tampa Bay, CT 5 Berth Construction Environmental Permitting
Sarah McLaughlin	Natural Resource Specialist 1	HDR	Orlando, FL	Environmental Resource Survey	MS, Coastal Zone Management BS, Biology	Stormwater Inspector, No. 52409	Natural resource specialist, NEPA compliance, environmental assessments.	Port Tampa Bay, NEPA & Permitting Environmental Permitting
Zach Hovey	Environmental Scientist 2	HDR	Sarasota, FL	Environmental Resource Survey	BS, Environmental Biology	Gopher Tortoise Agent Burrowing Owl Agent	Wetland science, federal & state species permitting.	Port Tampa Bay, NEPA & Permitting Permitting Compliance
Yashar Rafati	Senior Coastal Engineer	HDR	Tampa, FL	Coastal/Metoccean/Scour Prediction/Resiliency	PhD, Coastal Engineering MS, Structural Engineering BS, Structural Engineering	PE, FL No. 103456	Coastal flooding, coastal erosion & sea level rise resilience.	Unified Port of San Diego, Seaport Redevelopment Project Environmental Impact Report (EIR) Environmental Analysis Lead
Uriah Gravois	Coastal Engineer	HDR	Corpus Christi, TX	Coastal/Metoccean/Scour Prediction/Resiliency	PhD, Coastal Engineering MS, Coastal Engineering BS, Civil Engineering	PE, FL No. 98979	Numerical & coastal wave modeling, coastal hazard resiliency.	Sabine Neches Navigation District, Section 203 Feasibility Study for Channel Widening Lead Hydrodynamic Modeler
Luke Cressman	Ports Project Engineer	HDR	Charleston, SC	Mooring & Berthing Analysis, Marine Structures	MS, Civil Engineering BS, Civil Engineering	PE, NC No. 055975	Coastal structural systems design.	Broward County, Port Everglades Slip 1 Expansion Coastal Engineer
Ben Snow	Structural EIT	HDR	Houston, TX	Mooring & Berthing Analysis	MS, Civil & Environmental Engineering		Coastal & environmental structural analysis.	Port Tampa Bay, Berth 205 Mooring & Berthing Analysis Structural EIT
Philip Blackmar	Coastal Group Lead	HDR	Corpus Christi, TX	Mooring & Berthing Analysis	MS, Coastal Engineering BS, Ocean Engineering	PE, FL No. 89689	Slope protection, vessel analysis & wave loading.	Broward County, Port Everglades Slip 1 Expansion Coastal Engineer
Stephen Polk	Director	SCI	Pearland, TX	Navigation Studies/Simulation Modeling	BS, Marine Transportation	USCG Licensed Master of Towing Vessel	Operations, training & budgeting management & feasibility studies.	Seamen's Church Institute, Center for Maritime Education Operations Manager
Kelly Butts	Assistant Director	SCI	Paducah, KY	Navigation Studies/Simulation Modeling	BA, Political Science, Minor in History		Maritime training, regulatory compliance & collaborative teaming.	Seamen's Church Institute, Center for Maritime Education Assistant Director
Noemi Castillo	Environmental Section Manager	HDR	Tampa, FL	NEPA Documents, Regulatory Engagement & Permitting	ME, Environmental Engineering BS, Environmental Engineering	PE, FL No. 87233	NEPA compliance, noise/environmental monitoring & analysis.	Port Tampa Bay, Berth 268 Reconstruction, CT 5 Berth Construction, NEPA & Permitting Projects NEPA Lead
John Barco	ES&P Area Lead	HDR	Tampa, FL	NEPA Documents	BA, Environmental Geography MA, Environmental Geography		Ecosystem restoration & conservation, environmental permitting & compliance.	Port Tampa Bay, CT 5 Berth Construction Environmental Permitting
Jackie Brower	Senior Coastal Engineer	KHA	Jacksonville, FL	Regulatory Engagement & Permitting	PhD, Coastal Engineering MS, Civil Engineering BS, Civil Engineering	PE, FL No. 89887	Coastal & waterfront engineering, regulatory permitting, coastal resiliency, flood protection & shoreline stabilization.	Hillboro Beach, Coastal Engineering Services, Beach Nourishment & Regulatory Services Coastal Engineer
Mat Olson	Senior Financial Consultant	HDR	Sacramento, CA	Grant Funding & Grant Compliance	MA, Public Administration & Philosophy		Funding & financing strategies, policy development & analysis.	Mississippi State Port Authority, FY24 CPP Grant Application Support Grant Compliance
Catherine Dobbs	Senior Environmental PM	HDR	Raleigh, NC	Grant Funding & Grant Compliance	LL.D, Environmental Law BS, Communications		NEPA compliance, environmental evaluation, grant compliance & funding.	BNSF Railway Company, Grant Strategy & Program Management Deputy Project Manager
Peter Ogonowski	Principal Economist	HDR	Orlando, FL	Grant Funding & Grant Compliance	PhD, Business MS, Economics BS, Urban & Economics		Economic / financial feasibility (Benefit- Cost Analysis), economic impacts & macroeconomic analyses.	Pinellas County, Bridge Improvement Grant Applications Grant Support

NAME	TITLE	FIRM	WORK/ OFFICE LOCATION	ROLE ON PROJECT	EDUCATION	PROFESSIONAL CREDENTIALS	EXPERTISE	RELATED PROJECTS ROLE
Tim Vail	Water Business Group Manager	HDR	Houston, TX	Section 203 Support	MS, Construction Management BS, Environmental Engineering		Section 203 liaison & testimony, policy analysis & risk mitigation strategies.	City of Houston, North Canal Phase 1 Design Principal-in-Charge
Harold McCants	Senior Estimator	HDR	Tampa, FL	Construction Cost & Schedule Recommendations	BS, Building Construction		Cost & parametric estimating, budgetary control & analysis.	Port Tampa Bay, CT 5 Berth Construction Senior Cost Estimator
Michael Digregorio	Senior Estimator	HDR	Salt Lake, UT	Construction Cost & Schedule Recommendations	MBA, Finance Management BS, Civil Engineering	PE, UT No. 368491-2202	Cost engineering, scheduling & estimating, budgetary control.	Port of Long Beach, Pier B On-Dock Rail Support Facility Program Senior Cost Estimator
Lee Hellstrom	Maritime Practice Builder	KHA	Jacksonville, FL	Marine Structures	ME, Civil Engineering BS, Civil Engineering	PE, FL No. 87846	Structural inspections, assessment & repair of bulkheads & open-pile piers.	Cape Canaveral Port Authority, North Cargo Berth 4 Marine Structures Engineer
Mersedeh Akhoondan	Senior Corrosion Engineer	HDR	Tampa, FL	Corrosion Engineering	PhD, Corrosion Engineering MS, Civil Engineering BS, Civil Engineering	PE, FL No. 83483	Corrosion control & analysis, soil corrosivity studies & metallographic evaluations.	Port of Long Beach, Pier B On-Dock Rail Support Facility Program Corrosion Engineer
Brien Clark	Senior Corrosion Technical PM	HDR	Rancho Cucamongo, CA	Corrosion Engineering	BS, Chemical Engineering	PE, CA No. 6291	Failure analyses, soil corrosivity & water aggressivity studies.	Broward County, Port Everglades Slip 1 Expansion Corrosion Engineer
Jason Lewis	Project Manager	KHA	Lakeland, FL	Site/Civil/Drainage	BS, Civil Engineering	PE, FL No. 62572	Land development & site civil engineering.	Apollo Beach, Big Bend Industrial Civil Engineer
Bo Conerly	Vice President	KHA	Lakeland, FL	Site/Civil/Drainage	BS, Civil Engineering	PE, FL No. 59291 CFM, No. US-17-09826	Industrial, residential, commercial & recreational, land development.	Duette Preserve, Watershed Improvements Senior Drainage Engineer
Kait Bator	Project Manager	KHA	Lakeland, FL	Site/Civil/Drainage	BS, Civil Engineering	PE, FL No. 91996	Land development & site civil engineering for industrial projects.	Apollo Beach, Big Bend Industrial Drainage Engineer
Jeff Goodwin	Senior Project Manager	KHA	Sarasota, FL	Utility Connections, On-Dock Utilities	BS, Biology		Utility infrastructure, regulatory compliance for water & wastewater.	Sarasota County, Honroe Ave Reclaimed Water Main Transmission Extension Utility Coordinator
Mike Semago	Water/Waste Project Manager	KHA	St. Petersburg, FL	Utility Connections, On-Dock Utilities	BS, Civil & Environmental Engineering	PE, FL No. 87501	Water, wastewater & reclaimed water planning, design, permitting.	Manatee County, Force Main 15D Rehabilitation Senior Water Engineer
Tom Prosser	Structural/MEP Practice Builder	KHA	Baltimore, MD	Material Handling	BS, Civil & Environmental Engineering	PE, MD No. 46796	Bulk liquid and solid handling, transportation & port terminal operation.	Maryland Port Administration, Dundalk Marine Terminal Drainage Improvements Structural Lead
Brad Dimock	Federal Project Manager	KHA	Jacksonville, FL	Warehouse Modifications	MS, Civil Engineering BS, Civil Engineering	PE, FL No. 87709	Structural design of high risk facilities in high seismic & high wind regions.	NAVFAC Southeast, B1591 Security Facility Generator UST Structural Designer
Clayton Scelzi	MEP Team Leader	KHA	St. Petersburg, FL	Warehouse Modifications	AA, Engineering		Building systems design, HVAC & life cycle cost analysis.	City of Dunedin, Dunedin Marina Master Plan Systems Designer
Josh Pike	Geotechnical Section Manager	HDR	Pittsburg, PA	Industrial/Heavy Pavements	MS, Civil Engineering BS, Civil Engineering	PE, WV No. 20734 GE, PA No. 081863	Material testing, geotechnical evaluation, subsurface condition analysis, heavy industrial pavement design.	Jaxport, Heavy Construction Storage Concrete Slab Geotech Engineer
Brian Zimmerman	Senior Project Manager	HDR	Tampa, FL	Roadway/Traffic/Signage/Pavement Markings	MSCE, Transportation BS, Civil Engineering	PE, FL No. 78557 Certified PM	Roadway engineering, FDOT & local agency policy compliance.	Port Tampa Bay, Pendola Point Road Milling & Resurfacing Roadway Engineer
Bijan Behzadi	Traffic Section Manager	HDR	Tampa, FL	Roadway/Traffic/Signage/Pavement Markings	MS, Transportation Engineering BS, Civil Engineering	PE, FL No. 43868 PTOE, FL No. 517	Transportation engineering, enhancing travel safety & efficiency.	Port Tampa Bay, US 41 at Diana Toledo Intersection Signalization Senior Traffic Engineer
Keith Hall	President & Electrical Engineer	HEG	Tampa, FL	Electrical/Power Supply & Distribution	MBA, Administration BS, Electrical Engineering	PE, FL No. 55024 LEED AP	Designing code compliant, reliable & energy efficient maritime systems.	Manatee Port Authority, South Dock Access Modifications Electrical Engineer
Derek Sears	Vice President	HEG	Tampa, FL	Electrical/Power Supply & Distribution	BS, Electrical Engineering	PE, FL No. 79389	Design & construction of power, lighting & electrical systems.	Manatee Port Authority, Cargo Yard Improvements Electrical EOR

Experience by Project

Jacksonville Port Authority, Blount Island Marine Terminal (BIMT) Wharf Rehabilitation & Reconstruction

Jacksonville, Florida



PROJECT REFERENCE

James Jones, Chief Operating Officer
904.357.3062
james.jones@jaxport.com

PRIME CONSULTANT

HDR Engineering, Inc.

SUBCONSULTANTS

Hall Engineering Group
Collins Engineers
Ellis & Associates
BV & Associates
James T. Jones

PROJECT FEE

\$5.1M (Design), \$4.3M (CM/CEI)

PROJECT STATUS

Completed on time & budget

PROJECT DATES

2010 - 2022

KEY STAFF PROPOSED FOR THIS PROJECT

F.Proctor, W.Dortch, S.Mersdorf, K.Hall (HEG),
C.McGillawee (HDR employee during project)

HDR supported, under our General Engineering Consultant contract, the Jacksonville Port Authority (Jaxport) in providing programming, planning, design and construction services for the initial rehabilitation and subsequent full wharf reconstruction at the Blount Island Marine Terminal (BIMT) facility.

Initial Rehabilitation. Initially, a routine condition assessment had revealed severe underdeck concrete delamination and significant loss of primary flexural reinforcement that required the Port to enact live loading restrictions, thus inhibiting operations for the aging mixed-use container and break bulk facility. Unprepared for these findings, the Port had not programmed the budgeting necessary for extensive overhaul or reconstruction of the nearly 4,700 LF extent of its primary marine terminal wharf.

HDR swiftly sprang into action. In an emergency response, we developed an interim, value engineered and expedited construction solution to restore capacity and full operations. This was achieved through the surgical demolition and reconstruction of the deck and other deteriorated structural elements and the repair of remaining beams and piling. The Port enacted this solution to restore approximately 2,000 LF of the facility at a cost of approximately \$35M, thereby attaining another 20 years of service life at a savings of nearly \$70M in comparison to a full wharf replacement.

phase and award advisement services. We were subsequently retained to provide full-service resident CM/CEI services. When successfully completed in 2022, the program provided the Port with a New Panamax capable container and mixed cargo facility that will service its needs well into the latter half of the century.

In implementing this program, HDR proactively and successfully incorporated innovative design features to enhance constructability and speed of construction and addressed the challenges specific to construction in a working cargo terminal.

Mooring and breasting studies informed the bollard/fender/structural designs to accommodate New Panamax vessels. The power supply, switch gears, cable trenches, crane beams and rails and stowage and tie-down infrastructure were provided for the new STS cranes.

The construction approach and phasing plan accommodated construction while maintaining operations with minimal disruption and providing cargo and container crane access to power supply and heavy weather tie-downs.

KEY PROJECT FEATURES RELATING TO THIS PROJECT

- Design & Construction for Operating Terminal
- Berth Reconstruction
- Hydrographic / Topographic / SUE Surveys
- Condition Assessments & Load / Capacity Rating
- Planning for Construction Implementation Strategy, Phasing, Sequencing & Maintenance of Operations
- Metocean Studies & Mooring / Breasting Analysis
- Designed to Achieve Extended Service Life
- On-Dock Utilities, Service Pits, Connections
- Design for Operational Equipment (Crane or other) Live Loading & Heavy Lift Zone
- Design for On-Dock Vessel Material Unloading Equipment & Conveyance Infrastructure
- Value Engineered Solution for the Initial Rehabilitation Extended Service Life by 20 Years at Replacement Savings of \$70M
- Opinions of Cost & Schedule
- Bid Phase Services
- Engineering Services During Construction Including Resident CM/CEI

Full Reconstruction. Jaxport was able to then secure the funding to allow for the full reconstruction of the remaining 2,700 LF of wharf. HDR was engaged to support this and provided a program for replacement and modernization.

The new wharf was designed to supplant the existing 50-foot gauge diesel powered STS cranes with modern 100-foot gauge New Panamax capable electrified STS cranes, thus modernizing the facilities at BIMT to substantially increase the throughput capacity. HDR provided cost estimating, bid



PortMiami, Wharves Strengthening Program Container Berths I-VII

Miami, Florida



PROJECT REFERENCE

Helga Sommer, Asst. Director
305.347.3229
helga.sommer@miamidade.gov

PRIME CONSULTANT

HDR Engineering, Inc.

SUBCONSULTANTS

Halcrow Group
ADA Engineering
MACTEC Engineering

PROJECT FEE

\$2.75M

PROJECT STATUS

Completed on time & budget

PROJECT DATES

2009 - 2015

KEY STAFF PROPOSED FOR THIS PROJECT

W.Dortch, F.Proctor, S.Mersdorf

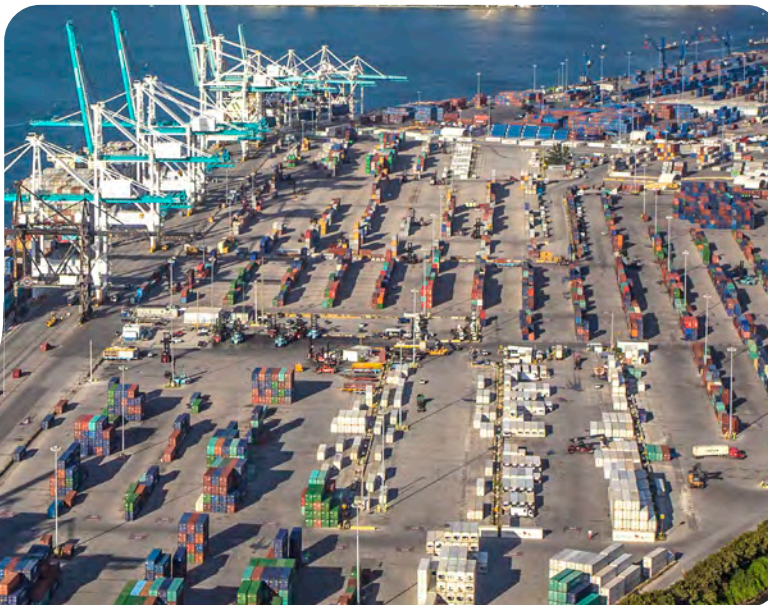
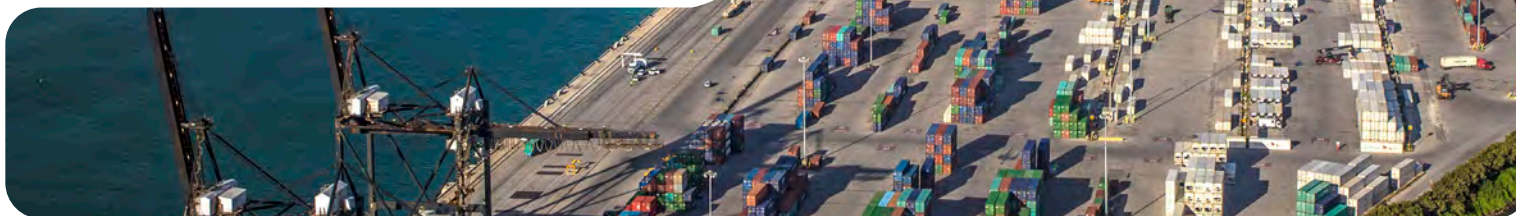
KEY PROJECT FEATURES RELATING TO THIS PROJECT

- Design & Construction for Operating Terminal
- Berth Strengthening for Harbor Deepening
- Hydrographic / Topographic / SUE Surveys
- Condition Assessments & Load / Capacity Rating
- Planning for Construction Implementation Strategy, Phasing, Sequencing and Maintenance of Operations
- Permitting (USACE, FDEP, DERM, Miami Dade)
- Metocean Studies & Mooring (Dynamic Passing Vessel) / Breasting Analysis
- Concrete Mix, Coatings, Sacrificial Anodes & Design Best Management Practices Employed to Achieve Extended Service Life
- On-Dock Utilities, Service Pits & Connections
- Design for Operational Equipment (Crane or Other) Live Loading
- Value Engineered, Innovative Solution Saved \$20M in Construction Material Costs
- Opinions of Cost & Schedule
- Bid Phase Services
- Engineering Services During Construction

HDR was retained as the prime engineer to design the strengthening of existing container Wharves I-VII to permit the U.S. Army Corp of Engineers Phase III channel dredging project. In advance of the harbor deepening to 50 feet (MLLW) with a two-foot over dredge allowance, HDR served as EOR for the design and construction engineering support for the strengthening of the entirety of the container berths on the south side of Dodge Island. Confronted with a budget estimated to be \$20M less than required for the construction of new berths, HDR led a value engineering initiative and presented a Design Alternatives Report during Phase 1 Design Development for the project.

HDR conducted a condition assessment of the existing bulkhead and existing upland conventional tie-back anchorage and determined them to be compatible for re-use in an innovative structural approach – the approach that was selected for further advancement and construction. Through sophisticated finite element soil-structure analyses that incorporated staging for construction, pre-tensioning and subsequent dredging, HDR devised a solution whereby a new bulkhead and anchorage would act in combination with the existing wall and anchorage. The new bulkhead was installed waterward of the existing, allowing preservation of the existing structure through backfilling and encapsulation and introduced a rigid, tremied concrete structural link between the two walls in the zone of predicted maximum moment deflection. Existing anchors were supplemented with new soil anchors with pre-tensioned lock-off loads determined specifically to allow both existing and new anchors to work in unison, without overstressing the existing anchors under the loading of a deepened berth and larger vessel mooring loads.

This approach led to a very cost effective solution that meets all of the Port's needs, including a 50-year design life. Supporting services also provided by HDR included USACE, FDEP, DERM and Miami Dade permitting, as well as the performance of all metocean analysis and mooring / berthing studies, inclusive of dynamic passing vessel modeling. HDR also provided bid and construction phase engineering services. This project made PortMiami the first east coast Port to successfully implement the navigational and facility improvements specifically geared towards targeting market growth via port calls from New-Panamax vessels traversing the enlarged Panama Canal.



Broward County, Port Everglades Slip 1 Expansion

Fort Lauderdale, Florida



PROJECT REFERENCE

John Foglesong, Director of
Seaport Engineering
954.468.0142 |
jfoglesong@broward.org

PRIME CONSULTANT

HDR Engineering, Inc.

SUBCONSULTANTS

Inwater Engineering
Collins Engineers
Consort Engineers
Tierra South Florida
Craig A Smith & Associates
Schneider E&C Company
Shah Drotos & Associates PA
Craven Thompson & Associates
Cordova Rodriguez & Associates
Hammond & Associates
Kimberly A. Brown & Associates

PROJECT FEE

\$6.3M

PROJECT STATUS

Ongoing, All work to date
completed on time & budget

PROJECT DATES

2017 - Ongoing

KEY STAFF PROPOSED FOR THIS PROJECT

W.Dortch, L.Cressman, P.Blackmar,
F.Proctor, C.McGillawee (HDR &
IW), H.McCants, M.Akhoondan,
K.Whitehead (Schneider E&C
employee during project), J.Corley
(Atkins employee served as PIC
for Owner's Engineer during the
project)

HDR has successfully led the pre-design, design and permitting services for this vital project to expand and remediate Slip 1, which provides access and berthing for petroleum berths 7, 8, 9 and 10 of Port Everglades. The completed project will expand the slip by nominally 160 feet, in advance of the future USACE harbor deepening and will provide a newly constructed Berth 9 and 10 wharf comprised of combination bulkhead structure to replace the existing 1,200 ft long structure, which is approaching the limits of its service life. Operationally, the newly expanded and future deepened Slip will allow Berth 9 and 10, one of the most heavily trafficked of the Port's petroleum berths, to accept vessel classes up to the Aframax, which can greatly improve future operational efficiency and operating costs for the Port's 12 petroleum tenants.

Our construction solutions will allow for the remediation of known petroleum contaminated groundwater and soils and provides

for continued, uninterrupted liquid bulk fuel transfer operations during construction – even while decommissioning this heavily trafficked, near capacity liquid bulk fuel dock for the expansion. Furthermore, close coordination with the Port's petroleum terminal operator and tenants was required in order to phase construction of vital product pipeline, mechanical and transfer equipment (for which the tenants and petroleum operator are responsible) with the decommissioning of the existing facility, construction of the new and excavation / dredging to widen the slip. Extensive regulatory agency coordination was required, beyond that required for permitting a typical marine construction project, in that we needed to develop means for providing reasonable assurance for the continued containment of petroleum contaminated media within the area of expansion until it can be properly remediated during construction. Additionally, permitting accounts for the dredging and dredged material management of nearly 400,000 cubic yards of upland soils.

During construction, our team will provide full-time, resident CM/CEI.



KEY PROJECT FEATURES RELATING TO THIS PROJECT

- Design & Construction for Operating Terminal
- Berth Reconstruction
- Topographic / SUE Surveys
- Condition Assessments & Load / Capacity Rating
- Planning for Construction Implementation Strategy, Phasing, Sequencing & Maintenance of Operations
- Permitting (USACE, FDEP, Broward)
- Metocean Studies & Mooring / Breasting Analysis
- Advance Corrosion Engineering Design (concrete mix, coating, sacrificial cathodic protection & design BMP's) to Achieve Extended 75-year Service Life
- On-Dock Utilities, Service Pits & Connections
- Design for On-Dock Vessel Material Unloading Equipment & Conveyance Infrastructure
- Value Engineered Solution will Reduce Over a Year of Construction & Save Over \$20M
- Opinions of Cost & Schedule
- Bid Phase Services
- Engineering Services During Construction Including Resident CM/CEI

Jacksonville Port Authority, Talleyrand Bulkhead Replacement

Jacksonville, Florida



PROJECT REFERENCE

James Jones, Chief Operating Officer
904.357.3062
james.jones@jaxport.com

PRIME CONSULTANT

HDR Engineering, Inc.

SUBCONSULTANTS

Collins Engineers
Eng Engineering
BV & Associates
Ellis & Associates

PROJECT FEE

\$2.1M

PROJECT STATUS

Completed on time & budget

PROJECT DATES

2010 - 2019

KEY STAFF PROPOSED FOR THIS PROJECT

F.Proctor, W.Dortch, S.Mersdorf,
C.McGillawee (HDR employee during project)

KEY PROJECT FEATURES RELATING TO THIS PROJECT

- Design & Construction for Operating Terminal
- Berth Reconstruction
- Topographic / SUE Surveys
- Planning for Construction Implementation Strategy, Phasing, Sequencing & Maintenance of Operations
- Designed to Achieve Extended Service Life
- Value Engineered Solution Eliminated The Need for Permitting (Saving a Year) & Saved More Than \$20M in Construction
- Opinions of Cost & Schedule
- Bid Phase Services
- Engineering Services During Construction Including Resident CM/CEI

In February 2010, extensive corrosion damage to the 40-year-old steel sheet pile bulkhead that runs the length of the marginal wharf at TMT was discovered. As part of a conceptual design peer review of a concept developed by others, HDR provided Jaxport with an alternative structural solution that would save the Port an estimated \$20M over all phases and eliminate the need for permitting, while still achieving the same performance result.

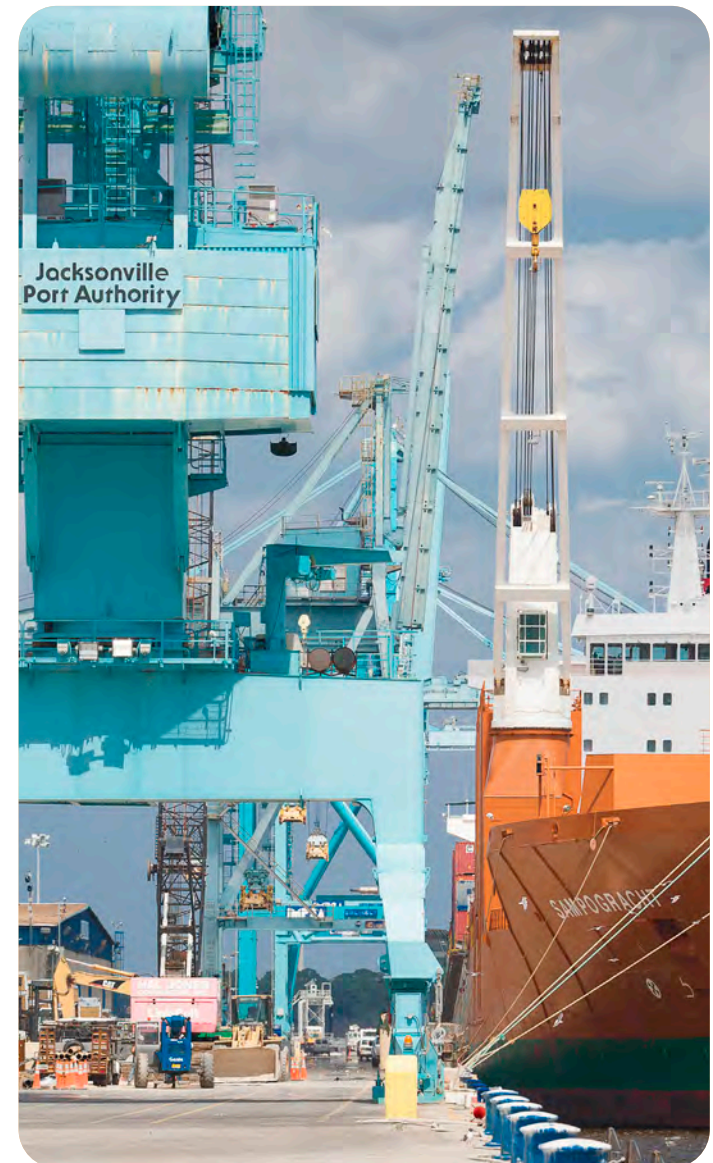
HDR provided the design of approximately 4,100 linear feet (1,300 LF Phase 1, 1,100 LF Phase 2 and 1,700 LF Phase 3) of steel sheet pile bulkhead specifically developed to minimize costs and eliminate the need for permits. This was innovatively achieved by removing a portion of the existing container crane beam land-side foundation (primarily supported by the deteriorated sheet pile and land-side supplemental H-piles) and by then installing a new steel sheet pile between the existing sheet pile and H-piles. Constructing the new bulkhead behind the existing bulkhead allowed for re-use of the existing batter pile lateral restraint system and removed the permitting process from the design and construction schedule entirely, allowing the potentially unstable conditions to be remediated much sooner than they otherwise would have been.

Ultimately, the solution provided an approximate savings of \$5M in permitting and construction costs in Phase 1 alone and an estimated 12 months of permitting time, when compared to the concepts previously under consideration for development. Accounting for implementation of the concept at full build-out, the projected project savings are in the vicinity of \$20M.

HDR mitigated impacts to tenants by keeping the cargo terminal fully operational during construction via carefully controlled project phasing and construction limitations.

- Phase 1 was completed in 2012
- Phase 2 was completed in 2015
- Phase 3 was completed in 2019

HDR provided full CM/CEI support during construction for all three phases. **At the end of Phase 1, this project was recognized with the 2012 APWA Public Works Project of the Year Award.**



Port Tampa Bay, Berth 268 Reconstruction, Cruise Terminal 5 Berth Construction, NEPA & Permitting Projects

Tampa, Florida



PROJECT REFERENCE

Patrick Blair, Vice President of Engineering
813.905.5003
pblair@tampaport.com

PRIME CONSULTANT

HDR Engineering, Inc.

SUBCONSULTANT

Collins Engineers
Arehna Engineering

PROJECT FEE

Berth 268: \$625K
CT 5 Berth: \$1.5M
Berth 301 NEPA & Permitting: \$125K
Berth 214 NEPA: \$105K
East Port Phase 3: \$160K

PROJECT STATUS

Ongoing, Completed tasks were completed on time & budget

PROJECT DATES

Berth 268: 2019 - 2022
CT 5 Berth: 2026 - ongoing
Berth 301 NEPA & Permitting: 2023 - 2025
Berth 214 NEPA: 2020 - 2022
East Port Phase 3: 2025 - ongoing

KEY STAFF PROPOSED FOR THIS PROJECT

M.Freiner, W.Dortch, N.Castillo, A.Vieira,
C.McGillawee (HDR employee during project), L.Cressman, S.Mersdorf, A.Zdinak,
S.McLaughlin, Z.Hovey, D.Jarvis, H.McCants,
J.Barco, K.Whitehead

Under multiple Port Tampa Bay Contracts, HDR has performed services that include berth reconstruction and new construction design; environmental assessments, monitoring and mitigation; permitting; NEPA documents; feasibility studies and conceptual designs; civil and marine infrastructure design; utilities design; drainage design; roadway and railway design; intermodal facilities; gate and yard improvements; terminal planning; and facility inspections and condition reports. Notable tasks that relate to the MCPAs Berth Reconstruction Planning, Permitting and Design Project include:

Berth 268 Reconstruction & Cruise Terminal 5 Construction. HDR is providing design, permitting and construction services for the new Cruise Terminal 5 berth and apron and designed and permitted the reconstruction of condemned Berth 268 to support Terminal 6, future Terminal 5 operations and the Metro Port future expansion. The project required careful phasing and sequencing to maintain port operations, control costs and schedule and align with the long-term master plan for the Metro Port development.

HDR reviewed existing as-builts, inspections, surveys, testing reports and permits, refining the project scope during preliminary design. HDR, with support from Collins Engineers, conducted a dive-based condition assessment of Berth 268 to support temporary repairs during reconstruction.

Incorporating geotechnical recommendations, HDR advanced the design, delivering basis of design documents, mooring and berthing analyses and an OPCC, followed by final design and bid documents under a design-bid-build approach and provided construction phase support.

Berth 301 NEPA & Permitting. PTB was awarded funds under the US Department of Transportation (DOT) Maritime Administration (MARAD) Rebuilding America Infrastructure with Sustainability and Equity (RAISE) Grant to support the New Berth 301 project. HDR provided permitting services and the NEPA studies and documentation to allow obligation of the funding. The New Berth 301 project will provide a new dry bulk berth, reconfiguring Port Redwing to better accommodate multiple vessel types and multiple loading/unloading styles, significantly improving dry bulk and general cargo vessel capacity at Port Redwing.

Berth 214 NEPA Environmental Assessments. PTB applied for funding via the USDOT MARAD administered Port Infrastructure Development Grant to support the Berth 214 container wharf and yard extension development project. The grant requires completion of the NEPA process prior to obligation of the funding from MARAD. HDR successfully prepared and completed the NEPA documentation (an EA) in close collaboration with PTB and MARAD.

East Port Phase 3. This project will support the expansion of a berth and uplands area at one of PTB's newest port facilities, East Port. This project will consist of land reclamation (fill) for expansion of an existing cargo terminal, extension of an existing wharf, new upland infrastructure and associated mooring and berthing infrastructure. HDR provided an environmental review, is preparing the NEPA document and will provide permit modifications for the project.

KEY PROJECT FEATURES RELATING TO THIS PROJECT

- Program / Project Management
- Strategic Sequencing & Phasing
- Berth Construction & Reconstruction
- Hydrographic / Topographic / SUE Surveys
- Condition Assessments & Load / Capacity Rating
- Permitting
- NEPA Documentation (RAISE & PIDP grants)
- Metocean Studies & Mooring / Breasting Analysis
- Value Engineering
- Opinions of Cost & Schedule
- Bid Phase Services
- Engineering Services During Construction



PortMiami, North Cruise Berths I-VI Realignment Program

Miami, Florida

Kimley»Horn

PROJECT REFERENCE

Yosmel Milian | Chief Seaport Development
305.347.557
yosmel.milian@miamidade.gov

PRIME CONSULTANT

AtkinsRealis

SUBCONSULTANT

Kimley-Horn & Associates

PROJECT FEE

\$2.1M

PROJECT STATUS

On-track, 60% Complete

PROJECT DATES

07/2025 - Ongoing

KEY STAFF PROPOSED FOR THIS PROJECT

D.Maldonado

Under this contract, AtkinsRéalis and Kimley-Horn are currently providing professional engineering and consulting services to oversee the North Cruise Berths I-VI Realignment Program's Pre-Development Agreement with Design-Builder OHLA, USA, Inc. Services include reviewing open-book pricing intended to establish the project guaranteed maximum cost; site inspection of pilot testing; survey, geotechnical and utility assessment; and initial program inception. AtkinsRéalis and Kimley-Horn are providing extended staff support to PortMiami to administer management and technical oversight of the Design-Builder and their A/E firm, as well as review of bulkhead design options and optimization of the final solution to certify the bulkhead design incorporates best practices in marine engineering, sustainability, safety and resilience, all in accordance with the Design Criteria Documents that AtkinsRéalis prepared under Contract E18- SEA-01.

This Interim Design Agreement with OHLAUSA, Inc., is priced at \$30 million. The Design-Build team is tasked with developing up to six construction methodologies and a guaranteed maximum price for the replacement of approximately 7,200 feet of bulkhead in critical condition, with a tunnel entrance below one berth. Desi Maldonado acted as the Design Criteria Professional for the project while at AtkinsRéalis and is now serving in an advisory and review role as a subject matter expert to assist PortMiami with delivery on the interim agreement documents from the Design-Builder. This project requires weekly coordination meetings with the design-builder and the PortMiami staff, as well as in-person workshops and pull planning sessions held at the Port.

This program is the largest single project in PortMiami history and requires incredible coordination between the Design-Build team, Port engineering, permitting and planning group, operations, as well as stakeholders, such as the major cruise lines.

KEY PROJECT FEATURES RELATING TO THIS PROJECT

- Program/Project Management
- Design & Innovation
- Design & Planning Workshops
- Stakeholder Workshops
- Value Engineering
- Cost & Schedule Review
- Permitting
- Bathymetry & Multibeam Scan Review
- Planning & Construction Sequencing
- Construction Methodology Review
- Mooring & Berthing Analysis & Ship Operation Planning



Approach

Approach

HDR's team structure and approach are founded on our understanding of the project scope and are informed through in-depth discussions with Manatee County Port Authority (the Port). To respect page limits, we briefly present herein the outline and sequence of our approach and highlight several key elements that deliver enhanced value. Our approach is presented in three parts:

1. Project Management / Controls & Quality Control
2. Technical & Delivery Approach (summarized in a Project Execution Plan (PEP) flow chart, Figure O1, with select elements discussed in the narrative)
3. Value-Added Services

We have been asked to provide thoughts on sequencing. This must be established hand-in-hand with determining condition driven priorities and strategies for procurement and maintaining operations. This is discussed in our approach.

Project Schedule & Mitigating Delays. The project is funded by a MARAD PIDP grant, which requires establishing a baseline schedule, demonstrating continued progress and completing funded work by the Project Completion Date of November 30, 2030.

In the section *Project Management / Controls & Quality Control*, we discuss our process for developing critical path schedules, monitoring progress and managing resources to meet established milestones.

We have also considered the reasonableness of the schedule. Assuming Notice to Proceed around August 2026, approximately 52 months are available to complete all grant funded services. Based on our evaluation of the major work elements and opportunities for parallel progression, we are confident that this schedule is comfortably achievable. Our PEP preserves roughly 13 months of float, providing flexibility to absorb unforeseen conditions, adapt to evolving priorities and accommodate third party coordination needs while still meeting the Project Completion Date.

NEPA & Permitting Strategy. The duration of NEPA and permitting activities are not as easily defined as they are reliant on the interaction and performance of third-party agencies. The overall duration will be driven by the Port's funding strategies – specifically, which construction projects seek federal aid, how they are grouped and which grant cycles are targeted. The strategy for this will need to be established early in Pre-Engineering.

Once the strategy is set, the schedule is more readily managed. When a funded project reaches approximately 30% design—sufficient to define anticipated impacts—and the appropriate NEPA document type is confirmed, the lead federal entity can initiate the process. Assuming MARAD as lead and an Environmental Assessment, the process must then be concluded within a year.

Permitting timelines similarly depend on project grouping, sequencing and whether they will be permitted individually or collectively. Consideration must be given to funding strategy and timeline, in addition to impacts and mitigation requirements, which all need to be determined early in the project. With early and continuous agency engagement, federal and state permits will be secured within a year of application. The timing and responsibility for county permits – whether by consultant or contractor – will depend on construction sequencing and permit shelf-life (e.g., Manatee County building permits require progress inspections within 180 days of issuance).

Project Management / Controls & Quality Control

Our Project Manager, Mike Freiner, will serve as the Port's primary point of contact. He will proactively engage with the Port's Contract Manager, lead project meetings, report progress, manage critical path issues and inform of corrective actions when necessary. Mike will maintain a project reporting system to track key events, challenges and agreed-

upon resolutions and provide updates to the Port as requested. HDR policy requires that each project be executed in accordance with a project specific Project Management Plan (PMP) – a living document initiated at project inception and approved by senior leadership who verify, through interim reviews, that the project remains on plan. It guides the project from inception through closeout and establishes resource commitments, execution standards, cost and document controls, communication protocols, monitoring procedures and corrective-action practices, among other aspects.

Schedule Controls. During Startup, Mike will develop the initial baseline schedule, providing a broad overview through project completion and a detailed critical path schedule through completion of Pre-Engineering. During Pre-Engineering, concepts will be developed in parallel with a refined strategy for the sequencing and grouping of construction projects, the performance of detailed designs and permitting and NEPA activities. At the conclusion of Pre-Engineering, the baseline schedule will be updated to reflect the comprehensive critical path schedule through project completion.

The baseline schedule will clearly identify milestones, QA/QC events and dependencies on Port input and third-party actions. As a living document, it will be used to report progress to the Port and MARAD. Mike and our Principal-in-Charge, Wes Dortch, will routinely assess progress against the baseline and proactively initiate corrective actions, with the support of HDR senior leadership, when appropriate. Mike and Wes will also assist the Port in addressing schedule modifications with MARAD.

Quality Control. Quality is the cornerstone of HDR's culture and is rigorously enforced. Our QC program certifies that all deliverables are reviewed by experienced technical staff and meet the Port's expectations for constructability, accuracy, schedule and budget performance, while effectively identifying and managing risk.

During Project Startup, a detailed QA/QC plan will be developed as part of the leadership-approved PMP. This includes identifying senior review resources and allocating their involvement in the baseline schedule. HDR policy is that subconsultants formally adopt our QC program and provide full documentation of their reviews. QC documentation will be provided to the Port and MARAD at appropriate milestones.

Integral to our QA/QC program is the use of independent technical reviews, with a focus on constructability and value engineering opportunities, as is discussed in our *Technical & Delivery Approach*.

Technical & Delivery Approach

This project involves planning, design, permitting, NEPA documentation and developing a coordinated strategy for multiple construction projects delivered over an extended period. Each project must maintain vital revenue-generating operations while enabling efficient, minimally impeded construction to reduce duration and cost. A unified roadmap must align funding, permitting and NEPA with the timing and sequence of construction, while remaining adaptable to funding availability, evolving priorities and changing conditions. Accordingly, we propose a programmatic approach – one that defines an overarching strategy guiding constituent work elements and provides the capabilities and flexibility to address evolving needs.

Respecting page limits, we summarize our approach, with discussion of phase durations, as the PEP (Figure 01). The narrative highlights only key considerations and the PEP should be reviewed for full detail.

PROJECT STARTUP / KICK-OFF

During Project Startup we will establish project protocol and controls; initiate collaboration through a kickoff meeting to confirm expectations, directives and goals; review and log existing data; appropriately refine the scopes for field investigations; and finalize sub agreements. Deliverables will include the PMP (including QA/QC plan) and the initial baseline schedule.

PRE-ENGINEERING

Pre-Engineering will establish the initial strategy for overall program delivery and assimilate the necessary information in support of design and environmental services. Deliverables will include a Pre-Design Report (PDR), field investigation surveys and reports, engineering study memorandums / reports and a refined baseline schedule expanded to include detailed critical path advancement through conclusion with summary timelines for projected construction projects.

Programming / Planning. This essential step will define the overall program delivery roadmap, inform field and engineering studies (performed in parallel), advance to conceptual design, develop opinions of construction cost and schedule, define project sequencing and culminate in collaborative decisions that are memorialized in the PDR. A principle component is the development of a maintenance of operations plan that evaluates: operability of the new Berth 4 extension and availability for vessel relocations, capacity and improvement requirements for other alternative berths during construction, cost / schedule implications of potential construction phasing and access constraints, etc.

In parallel we will collaborate with the Port in determining permitting and funding strategies. We will also collaboratively evaluate the grouping of construction projects (if viable with funding) to reduce mobilization and learning-curve costs and total duration, project sequencing that aligns with condition priorities and funding and procurement strategies, as these will all directly influence the overall duration and cost. Ultimately, several similar marine construction projects will likely be delivered sequentially; we propose exploring the viability of establishing a pre-qualified pool of marine contractors who would then compete on scope and price for individual projects as funding becomes available. If feasible, this approach could significantly reduce procurement timelines, lower costs and streamline the overall program critical path.

Field Exploration Studies. Herein, we limit discussion to the performance of berth inspections and bollard capacity assessments that will inform the berth condition assessment and load ratings.

HDR and Collins Engineers will perform an ASCE MOP130-compliant above- and below-water condition assessment of all ten berths using an optimized, technology-enabled approach, reducing duration and cost without compromising rigor. Prior to mobilizing divers, high-resolution multi-beam sonar will first be deployed to rapidly develop a dense, geo-referenced point cloud of the submerged structures to capture geometry, alignment and potential anomalies, such as deformation, missing elements, holes and scour. This reduces uncertainty and enables a targeted field effort.

HDR and Collins' PE divers will pre-define potential deficiencies and develop a plan that achieves 100% required Level I inspection coverage while directing the Level II and Level III efforts (cleaning, measurement and non-destructive testing) to the most critical areas. Integrating pre-scan data with diver observations improves defect mapping, consistency in condition assessments and alignment between field findings and subsequent structural analyses.

HDR has engaged BollardScan to support the condition assessment and capacity rating of the bollards for all 10 berths. BollardScan has pioneered a non-destructive testing procedure using dynamic modal analysis (impact and vibration measurement) that is endorsed by Lloyds Register and DOD UFM 4-150-08. This technique offers a more accurate and non-invasive alternative to conventional pull testing, which is impractical for 100% coverage. The method is efficient, repeatable and minimally disruptive to operations, providing considerable cost and time savings. Testing results summarize overall "system" frequency, anchoring hardware integrity, material stiffnesses and confirmation of safe working load. BollardScan uniquely offers insurance coverage to certify that qualified bollards will perform to the rated capacity under intended use.

Project Execution Plan (Figure 01)

PROJECT STARTUP/KICK-OFF | Duration: 3 mon.

- Initiate subagreements & project set up
- Establish project controls, PMP, QA/QC plan
- Conduct project kick-off meeting
- Initiate MCPA collaboration
- Review existing data/documents & refine investigatory scopes
- Develop initial "living" baseline schedule detailed through Pre-Engineering studies

PRE-ENGINEERING | Est. Duration: 12 mon. (Items performed in parallel)

Goals:

- Establish overall program delivery strategy
- Develop initial wharf replacement & deepening retrofit concepts
- Perform design-informing field & engineering studies
- Initiate NEPA & permitting efforts

PROGRAMMING/PLANNING | Est. Duration: 12 mon.

- Develop solution concepts for wharf replacement & deepening retrofit
- Establish maintenance of operations plan
- Develop strategy for grant funding, NEPA & permitting
- Evaluate funding projections & procurement strategies
- Define initial work grouping & sequencing
- Prepare initial cost & schedule estimates
- Update baseline schedule detailed through completion

Deliverable: Pre-Design Report (PDR)

FIELD EXPLORATION STUDIES | Est. Duration: 4-6 mon. (Depends on accessibility)

Deliverables:

- Geotechnical investigation findings & recommendations report
- Topographic, hydrographic & SUE Surveys
- Condition assessment findings, ratings & capacity mapping
 - Above & below water inspections
 - Bollard & mooring condition & rating assessments

DESIGN INFORMING/STAKEHOLDER CONSENT STUDIES | Est. Duration: 3-4 mon. (Dependant on defining Berth 10/11 navigational implications)

Goals: Conduct engineering studies to inform detailed design and support USACE/Pilots review & consent of navigational impacts and improvements (if required)

- Deliverables: Memorandum summaries or, as applicable, detailed study reports for:
- Metocean & berth scour potential coastal engineering studies
 - Mooring & berthing analysis (dynamic passing vessel as appropriate)
 - SLR resiliency considerations (as appropriate)
 - Navigation studies & simulation, define navigation improvements (if any)

INITIAL SEQUENCING

- Consider condition & operational constraints
- Confirm status/timing of Berth (B) 04 extension
- Evaluate alternative berthing locations/improvements to maintain operations (support with utilization studies as needed)
- Account for federal funding timeline
- Develop initial construction sequencing & grouping
- Assess preliminary procurement model & timing (influences cost & schedule)

CONCEPT DEVELOPMENT

- Existing structure type & condition; identify compatible solutions for construction-phase stability
- Conduct re-alignment studies for B 06/07 & 10/11; evaluate viable options
- Evaluate constructability, long-term maintenance, solution uniformity & construction efficiency
- Select preferred solutions & advance to conceptual design

SUPPORT EFFORTS & CLOSURE

- Refine grouping & procurement strategies
- Refine construction sequencing
- Develop cost & schedule recommendations
- Advance detailed baseline schedule through design & program completion
- Prepare PDR

PROCUREMENT SUPPORT | Duration: TBD

- Pre-bid participation
- If appropriate, issue CD revisions as addenda
- If appropriate support the Port in pre-qualifying & entering agreement with a defined pool of program-wide construction contractors
- Provide bid evaluation and selection support on an individual project basis

DESIGN | Est. Duration: 24 mon. (If projects advanced in parallel)

- Finalize number & sequencing of construction projects per PDR; advance design accordingly
- Prepare Basis of Design
- Develop construction documents (CDs) for individual projects, leveraging similar solutions for efficiency (schedule & cost) in design & construction
- Advance designs in compliance with regulatory considerations
- Perform constructability & formal VE reviews at appropriate milestones
- Conduct & document QA/QC reviews at appropriate milestones
- Provide refined cost & schedule opinions at appropriate milestones
- At appropriate milestones, conduct preferred procurement model confirmation discussions and initiate collaborative risk mitigation and bid strategy workshops.
- Refine CD's to reflect consensus and agreed best management practices.

CONSTRUCTION/ POST-CONSTRUCTION | Duration: TBD

(Additional scope of work that may be awarded under this contract, as construction funding is available)

Goals:

- Meet on-time construction milestones
- Construction in accordance with CDs
- Maintain operations with minimal disruption
- Mitigate risks & unforeseen costs

NON-RESIDENT CONSTRUCTION ENGINEERING SUPPORT

- Respond to RAls
- Review contractor means, methods & material submittals & shop drawings
- Review material testing reports
- Perform intermittent & milestone construction observations
- Review & recommend progress & payment submittals
- Support evaluation & resolution of change orders & claims
- Conduct substantial completion walkthrough & manage punch list closeout
- Review & acceptance of construction as-builts

POST-CONSTRUCTION SUPPORT

- Perform above- and below-water warranty inspections
- Document observations, deficiencies & corrective recommendations
- Inspect corrective work for acceptance or required additional remediation

ENVIRONMENTAL SERVICES

Est Duration: NEPA and permitting will both initiate during Pre-Engineering phase with agency engagement and performance of resource studies and impact assessments as concepts are developed. If a MARAD led EA, NEPA must be completed within a year of MARAD initiation. Permitting total duration may be influenced by impacts and strategy for grouping / sequencing of projects. Typically a single project can be fully permitted within a year of application (at approx. 30% drawings)

Goals: To perform the enabling studies to encumber future federal grant funds & gain regulatory authorizations to construct the ensuing project(s)

Deliverables: NEPA documentation & federal, state & county permits

NEPA (ASSUMING MARAD AS LEAD AGENCY)

- Coordinate with Port on grant scope, funding, schedule, construction type, benefits & impacted resources
- Conduct MARAD/MCPA site visit
- Initiate resource field and desktop surveys (also supporting permitting)
- Coordinate with MARAD to determine NEPA type (CATEX, EA, or EIS); MARAD initiates NEPA timeline
- Perform impact studies & mitigation planning
- Consult with commenting agencies (USFWS, NMFS, SHPO) & Tribes
- Complete resource analyses & impact documentation
- Submit draft EA for Port & MARAD (Environmental/Legal) review; revise & submit Final EA for approval
- Support MARAD in FONSI preparation

PERMITTING

- Initiate resource field and desktop surveys (also supporting NEPA)
- Conduct agency pre-application meetings
- Perform impact studies and mitigation planning
- Develop environmental control plans & BMPs
- Submit USACE & state permit applications (typically at 30% design)
- Coordinate with agencies for timely reviews and RAI responses through permit issuance
- Update CDs to incorporate regulatory requirements, mitigation & monitoring to be performed by contractor
- Submit for county dry-run permit reviews
- Identify permits (county) to be obtained at a later date due to limited shelf-life. If to be attributed to contractor, incorporate into CD's as appropriate

Design Informing & Stakeholder Consent Engineering Studies. Engineering studies include metocean characterization, berth scour predications and mooring and berthing analyses (to include dynamic hydrodynamic passing vessel events, if warranted).

We also understand that the Port and county are evaluating a common coastal resiliency strategy, including Sea Level Rise (SLR) considerations. Our coastal engineers and resiliency specialists are well aligned with state and regional requirements and can support the Port in these efforts and in determining appropriate design considerations. If deemed appropriate, HDR's structural engineers routinely design facilities that can accommodate future raising of berths or uplands and evolving hydraulic conditions.

A particular focus will be the realignment of Berths 10 and 11, which may encroach into or beyond the existing berth footprint and merit navigational studies and simulation to evaluate implications and potential navigational improvements and to build consensus among the Port, USACE and Tampa Harbor Pilots. HDR has engaged the Seamen's Church Institute's Center for Maritime Education (SCI) to support this effort. The process will begin with a stakeholder kick-off meeting to define objectives, vessel sets and simulation variables, followed by a study brief summarizing run scenarios and evaluation criteria and including a questionnaire for stakeholder input. Piloted simulations, conducted by Tampa Harbor Pilots and tug operators on SCI's Kongsberg K-Sim full-mission simulator, will use SCI's existing Port Manatee visual database (substantially reducing model development time and cost) supplemented with the proposed Berth 10/11 geometry, any navigational improvements, latest USACE bathymetry and tide and current models. Structured debriefs will document acceptance, restrictions, tug requirements, or geometric refinements. A final report will summarize objectives, methodology, run parameters, swept-path overlays and findings on acceptance and / or recommendations. The work will be sequenced to

directly inform HDR's design of Berth 10 and 11 and any modifications to the turning-basin as well as the NEPA and permitting activities.

ENVIRONMENTAL SERVICES

NEPA. The Port has applied (October 2025) for federal funding for the Berth 10 and 11 reconstruction and anticipates pursuing additional federal funds as the program advances. Federal awards require completion of the NEPA process before funds can be obligated. HDR's Tampa-based NEPA specialists and environmental scientists have recently completed two NEPA documents for similar Port Tampa Bay projects and have a third underway; our local team is adept at navigating and streamlining the process. Our NEPA approach is summarized in the PEP (Figure 01). As notices of award are issued and new funding strategies developed, we will collaborate with the Port to understand (awarded) or define (grant application) the grant construction scope, funding timeline, completion schedule, construction type, likely impacted resources and project benefits, which will also inform the narrative.

As structural solutions are advanced during Pre-Engineering, we will initiate field and desktop studies, assess impacts and identify environmental controls and mitigation strategies to inform both permitting and NEPA. In parallel and when appropriate, we will initiate engagement with the lead NEPA agency – assumed to be MARAD – for site visits and consultation to determine the appropriate NEPA document type (CATEX, EA, or EIS). MARAD “starts the clock” as this point. For the defined work, we would anticipate an EA, which must be completed within one year of initiation. HDR will remain engaged with MARAD throughout stakeholder coordination, resource impact studies, public review and comment and conclusion of the process with a finding of finding of no significant impact (FONSI).

Permitting. Our permitting approach is summarized in the PEP (Figure 01). In addition to county permits,

state (FDEP) and federal (USACE) authorizations will be required. HDR routinely permits these project types and anticipates the ability to streamline approvals in line with the construction grouping and implementation strategy. FDEP Division of State Lands advises that sovereign submerged lands should not be an issue but, if construction requires reconfiguration of the turning basin and / or approach channel, expanded environmental assessments may be triggered.

We emphasize early and continuous engagement with lead and commenting agencies to define the project intent, understand concerns and identify preferred best management practices and controls. As solutions are advanced, our team will initiate resource studies and begin assessing impacts and mitigation strategies. Seagrass mitigation, if impacted, would be expected as the Northshore Seagrass Mitigation Bank state credits have not been permitted for release. We anticipate application submittals at approximately 30% design and expect authorizations within 12 months of application. The county permitting strategy will be developed with the Port based on the construction grouping and implementation strategy, recognizing that some county permits carry significant application fees and have limited shelf-lives if observable construction is not progressing. As appropriate, HDR can obtain these permits or perform dry-run reviews and then structure the contract documents for contractor attainment.

DESIGN

HDR's senior marine structural specialists will be supported by KHA's accomplished, senior marine structural engineers – professionals known to the Port – creating a deep and highly capable bench. Our team brings a unique intangible that directly benefits the Port: long-standing working relationships built through delivering complex berth reconstruction and deepening projects throughout Florida. Core staff assembled for this project are the same individuals who delivered those efforts for the projects presented

in our *Experience by Project*. Mike Freiner and Wes Dortch have partnered for nearly a decade on projects throughout the Bay area – including Port Tampa Bay’s Berth 268 reconstruction and CT 5 Berth Construction. For more than a decade, Wes, Frank Proctor (QA manager), Steve Mersdorf (senior marine structural engineer) and key subconsultant Craig McGillawee (Inwater Engineering principal and prior HDR employee), have partnered in delivering the remaining presented projects (Jaxport, Port Everglades, PortMiami). Together, they have delivered innovative, value engineered solutions that have saved approximately \$130M in construction costs and reduced construction durations by years. These core teammates know each other well, collaborate intuitively and are friends. Each with decades of experience, they understand designing for constructability, construction means and methods and identifying and mitigating risk in construction. They also understand how to leverage that knowledge into innovative solutions that save you time and money. This is core to our culture, a differentiator amongst our peers and is a formal part of our process.

A Focus on Value Engineering. Value engineering (VE) is a formal goal for every HDR project and is embedded in our QA/QC procedures. At key milestones, we engage senior maritime engineering experts – here led by Craig McGillawee of Inwater Engineering – to conduct an independent technical review focused on broader strategic questions. These include whether project goals for functionality and service life can be achieved through more expedient or less intrusive means; where the greatest risks lie and how best to mitigate them contractually or through design; whether design details, construction allowances, or other considerations could improve or accelerate construction; how sequencing and phasing can maximize concurrent work while minimizing operational impacts; and whether existing elements can be reused or repurposed, in combination with improvements, to achieve required performance

and service life at reduced cost. The reviewer collaborates with the design team to explore feasible VE initiatives, with the goal of achieving optimized designs that balance material costs with service life and functionality, promote constructability, reduce construction time and cost, maintain operations and identify and mitigate risks.

Opinions of Cost & Schedule. Accurate opinions of cost and schedule are essential for informing budgets, defining reasonable contract durations and understanding operational impacts. These take a heightened importance when they inform the amount and duration of grant funding, which, once awarded, become binding constraints. To support these advisements, HDR engages internal professional estimators – individuals who have previously served in this capacity for heavy civil and marine contractors. They apply direct knowledge of construction methods, material, plant and labor costs and of regional market conditions and drivers to develop accurate opinions that also reflect how contractors assess and assign the cost of risk.

PROCUREMENT SUPPORT CONSTRUCTION & POST-CONSTRUCTION SERVICES

These are briefly presented in the PEP (Figure 01), but final roles will be better defined as procurement and contracting strategies are developed. Construction services will be separately authorized as additional work, as construction funding and timing is determined.

Value-Added Services

Given the programmatic nature of this work and its reliance on the advancement of complementary efforts, our team is purposefully structured to provide as-needed supplemental and value-added services.

Grant Funding & Compliance Support. Since 2009, our financial advisors and economists have helped our

clients secure more than 200 USDOT discretionary grants totaling over \$4.9 billion. We understand the underlying policy intent and are adept at developing the narratives and benefit-cost-analyses that win competitive grants. These same staff are available to support our awarded partners in compliance throughout the project execution.

Berth Utilization & Statistical Evaluations. HDR provides staff experienced in assessing historical and projected vessel call types, frequencies and durations and in applying statistical models to determine remaining berth capacity. This has been instrumental in developing maintenance of operations plans for numerous projects, including the Port Everglades Slip 1 Expansion.

Section 203 Support. We understand that the USACE is currently conducting the feasibility study for the future harbor deepening, of which the corresponding berth strengthening is part of this project. The feasibility model is evolving as extended timelines and reduced USACE funding and capacity have increasingly prompted local sponsors to self-perform Section 203 feasibility studies. This approach can significantly expedite completion, provides greater local control and can count toward matching cost commitments. HDR and KHA are currently supporting the Georgia Ports Authority in this capacity in support of the Savannah River deepening and widening feasibility study.

Cause & Mitigative Solution for Berth 9 Stray Cathodic impressed Currents. We understand that the prior Berth 9 reconstruction was prompted in part by advanced corrosion that may have been caused by stray current from a nearby upland pipeline protected by impressed current. HDR’s corrosion engineering experts are experienced in determining source and designing appropriate mitigation measures – work that could be bundled with the adjacent reconstruction projects for Berths 8 and 10.

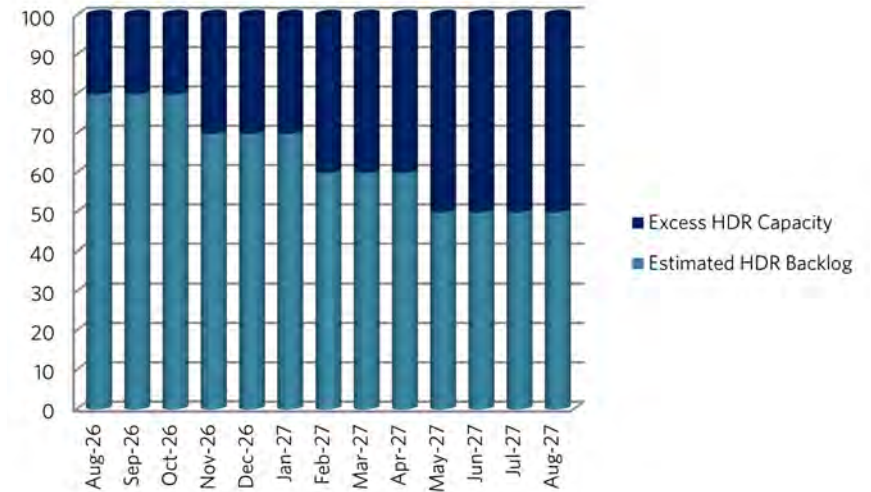
Recent, Current &
Projected Workload

Ownership
Interests

Legal/Disciplinary
Proceedings

Recent, Current & Projected Workload

Our team members were carefully selected not only for their expertise, but also for their availability to work on the project for its duration. We follow well-established and time-proven procedures to manage our project work and have assembled a strong team that is available to begin work upon notice-to-proceed and is supported by a deep bench of qualified and complementary staff, if necessary. Projected backlog for select key staff that will be providing HDR's core services are included in the chart to the right. These are provided for the elements of work that HDR is proposing to self perform as lead and are comprised of the HDR project management, oversight, planning and marine structural staff presented in our organizational chart. The reported numbers represent approximate projected total availability over the first year of the contract.



Ownership Interests

HDR is a global employee-owned firm providing architecture, engineering, consulting, construction and related services through our various operating companies. HDR and our staff have no ownership interest in any other entity which may perform work on this contract.

Legal/Disciplinary Proceedings

In today's legal environment, claims and litigation are a reality for any large company in the industry, regardless of performance or merit. When claims do occur, we are proactive and cooperative in reaching a resolution that is fair and reasonable to all. We value the confidences of our clients as well as our contractual commitments to confidentiality and do not discuss with third parties the circumstances involving ongoing projects. We would take the same position with information regarding our work on this project.

If necessary, we would be willing to meet in person with you to discuss the merits or background of past claims. However, there are no claims or litigation that could impede our ability to perform this project and we have maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.

Legal Capacity

Legal Capacity

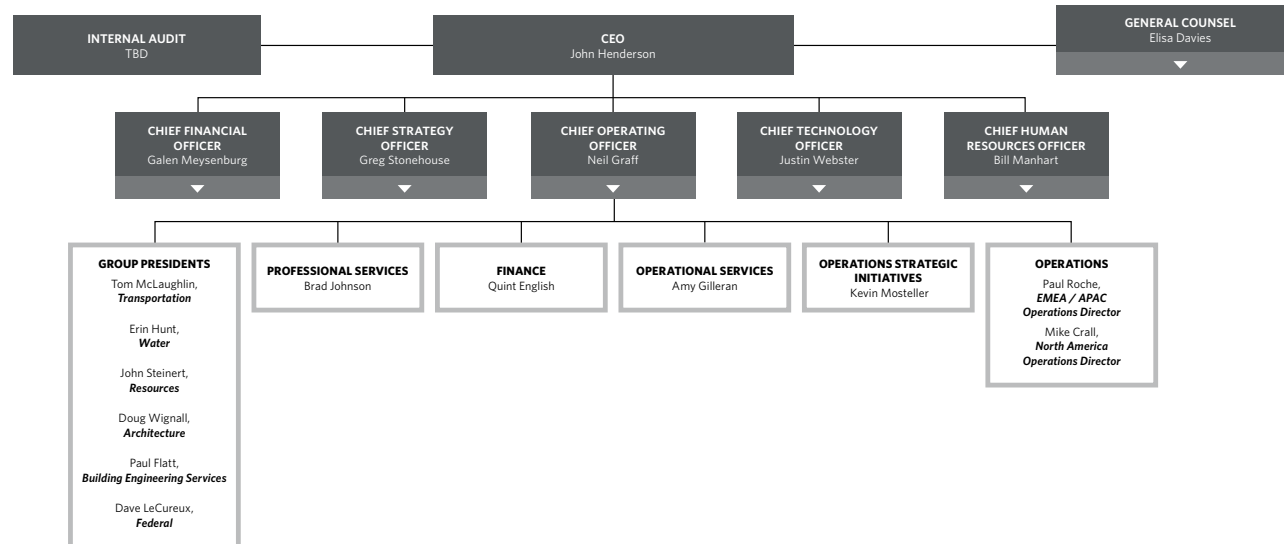
The HDR team is fully capable and ready to exceed the Port's expectations on the Berth Reconstruction Planning, Permitting & Design Professional Services Contract. We are licensed, insured and have the full legal capacity to perform this work. Copies of our State of Florida License, professional liability insurance as well as our subconsultants' state of Florida business license are included in this section.

When H. H. Henningson founded the Henningson Engineering Company in Omaha, Nebraska, in 1917, his focus wasn't on mega projects or global expansion. It was on helping rural Midwest towns adapt to a changing world. He brought power to the plains and water treatment systems where it was needed most. Today, we're over 14,000 employee-owners strong with more than 200 offices around the globe. And while this means we can bring an impressive breadth and depth of services to our clients, it's our commitment to the place we call home that makes us special. Our employees strive to make a difference every day, both in their day jobs and as community volunteers.

Our Project Principal, Wes Dortch, PE, has more than 29 years of experience in leading the design and construction of high-profile public projects focused on the assessment, rehabilitation, reconstruction and new construction of seaport marine terminal waterfront infrastructure at various East and Gulf Coast ports. He has collaborated with the Maritime Administration, US Army Corps of Engineers (USACE), Naval Facilities Engineering Command (NAVFAC) and the National Park Service (NPS).

HDR's Vice President and Officer, Jeffrey B. Arms, PE has dedicated his 28 years of his career to planning and implementing transportation projects that improve the quality of life of communities. He is a leader in the fields of infrastructure consulting, design, planning and local government operations. He has extensive relationships with engineering, planning and community leaders throughout Central Florida and possesses a thorough understanding of the region's political climate. He has the rare experience of having worked with businesses, developers and government officials on projects at every stage and perspective, initial concept planning through construction; and has been in the role of consultant, client and regional partner.

HDR | CORPORATE STRUCTURE



HDR | PROOF OF AUTHORITY

CERTIFICATE

The undersigned hereby certifies that she is the Assistant Secretary of HDR Engineering, Inc., a Nebraska corporation (the "Corporation"), and that, as such, has custody of the minute books of the Corporation, and that, by Consent and Agreement of the Board of Directors, the following resolution was unanimously adopted:

1. **"RESOLVED**, that effective immediately, and until termination of said individual from the Corporation, or until rescission by the Corporation's Board of Directors, whichever occurs first, the following individuals are hereby granted the nondelegable authority to execute or approve on behalf of the Corporation, contracts, amendments or change orders for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, . . . , or releases of claim or lien in connection with such services, such contracts, amendments, change orders or releases so executed or approved shall be binding upon the Corporation:

... Jennifer E. Hunt – Executive Vice President . . .
 ... Patrick P. Hickox – Senior Vice President . . .
 ... Eli R. Khoury – Senior Vice President . . .
 ... Harold E. Lewis, Jr. – Senior Vice President . . .
 ... Maria J. Molina – Senior Vice President . . .
 ... Jeffrey B. Arms – Vice President . . .
 ... Melanie E. Fowler – Vice President . . .
 ... George W. McGregor – Vice President . . .
 ... Erki Suarez – Vice President . . ."

2. **"RESOLVED**, that the following are elected officers of the Corporation until their successors are elected and qualified:

... Jennifer E. Hunt – Executive Vice President . . .
 ... Robert J. Beduhn – Senior Vice President . . .
 ... Kevin Delange – Senior Vice President . . .
 ... Katie E. Duty – Senior Vice President . . .
 ... Stephen J. Ferrell – Senior Vice President . . .
 ... Patrick P. Hickox – Senior Vice President . . .
 ... Eli R. Khoury – Senior Vice President . . .
 ... Chance V. Lauderdale – Senior Vice President . . .
 ... Andre E. Lauzier – Senior Vice President . . .
 ... Harold E. Lewis, Jr. – Senior Vice President . . .
 ... Maria J. Molina – Senior Vice President . . .
 ... Jay C. Nagle – Senior Vice President . . .
 ... Gregory J. Stonehouse – Senior Vice President . . .
 ... Guillermo J. Suero – Senior Vice President . . .
 ... Jeffrey B. Arms – Vice President . . .

HDR | PROOF OF AUTHORITY

... Brian A. Blanchard – Vice President . . .
 ... Kevin M. Burke – Vice President . . .
 ... Samuel D. Cobb – Vice President . . .
 ... Ted E. Davidson – Vice President . . .
 ... Miguel Dieguez – Vice President . . .
 ... Stephen W. Dortch – Vice President . . .
 ... Melanie E. Fowler – Vice President . . .
 ... Mark E. Hall – Vice President . . .
 ... John M. Hansen – Vice President . . .
 ... Rhonda S. Hanson – Vice President . . .
 ... Keith A. Howard – Vice President . . .
 ... Colin Henderson – Vice President . . .
 ... Keith A. Howard – Vice President . . .
 ... John B. Hyre – Vice President . . .
 ... Javier Manso – Vice President . . .
 ... George W. McGregor – Vice President . . .
 ... David A. O'Connor – Vice President . . .
 ... Kristina M. Price – Vice President . . .
 ... Juan C. Prieto – Vice President . . .
 ... Marlin A. Register II – Vice President . . .
 ... Joshua M. Rodgers – Vice President . . .
 ... Santanu Roy – Vice President . . .
 ... Steven J. Schnell – Vice President . . .
 ... Erki Suarez – Vice President . . .
 ... Mari C. Albertson Bonbrest – Associate Vice President . . .
 ... W.D. D. Baldwin – Associate Vice President . . .
 ... Lisa C. Bell – Associate Vice President . . .
 ... Michele B. Brennan – Associate Vice President . . .
 ... Jonathon D. Burchfield – Associate Vice President . . .
 ... William J. Burke – Associate Vice President . . .
 ... Jorge I. Camacho Monserrate – Associate Vice President . . .
 ... Brad B. Collins – Associate Vice President . . .
 ... Emilio F. Corrales – Associate Vice President . . .
 ... Raphael C. Costa – Associate Vice President . . .
 ... Benjamin B. Ellis – Associate Vice President . . .
 ... Lu Ann Fritz – Associate Vice President . . .
 ... Heath E. Hardy – Associate Vice President . . .
 ... Richard J. LeBlanc – Associate Vice President . . .
 ... Samantha R. Ryan – Associate Vice President . . .
 ... Daniel S. Suarez – Associate Vice President . . .
 ... Rick Tavares – Associate Vice President . . .
 ... David A. Vinson – Associate Vice President . . .
 ... Matthew T. Wiesenfeld – Associate Vice President . . .
 ... Leonel A. Zapata – Associate Vice President . . .
 ... Elizabeth C. Hoffman – Assistant Secretary . . .
 ... Jill M. Lorkovic – Assistant Secretary . . ."

HDR | PROOF OF AUTHORITY

The undersigned further certifies that the foregoing resolution has been spread in full upon the minute books of the Corporation and is in full force and effect.

DATED February 17, 2026.




Elizabeth C. Hoffman, Assistant Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS

On this 17th day of February, 2026, before me personally appeared Elizabeth C. Hoffman, known to me to be the person who executed the within instrument as Assistant Secretary of and on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

(NOTARY SEAL)




Jill M. Lorkovic, Notary Public

HDR | FL BUSINESS LICENSE



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HDR Engineering

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Foreign Profit Corporation
HDR ENGINEERING, INC.

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Principal Address

1917 S 67th St
Omaha, NE 68106-2965

Changed: 03/19/2026

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Changed: 03/19/2026

Registered Agent Name & Address

REGISTERED AGENTS INC
7901 4TH ST N
STE 300
ST. PETERSBURG, FL 33702

Name Changed: 06/10/2024

Address Changed: 06/10/2024

Officer/Director Detail

HDR | LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

6/1/2027

DATE (MM/DD/YYYY)

5/18/2026

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 lcanu@lockton.com		CONTACT NAME: _____ PHONE (A/C No. Ext.): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED 1016040 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106		INSURER A: Lloyds of London INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	

COVERAGES **CERTIFICATE NUMBER:** 23531108 **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	ADOL SUBR (NSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO ☐ JECT ☐ LOC ☐ OTHER		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	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/A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N N	P001412600	6/1/2026	6/1/2027	PER 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)

CERTIFICATE HOLDER 23531108 MANATEE COUNTY PORT AUTHORITY 300 S DOCK ST PALMETTO, FL 34221	CANCELLATION See Attachment 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
---	---

ACORD 25 (2016/03)

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HDR | FL ENGINEERING LICENSE

LICENSEE DETAILS

8:24:50 AM 5/8/2026

Licensee Information

Name: HDR ENGINEERING, INC. (Primary Name)
 Main Address: 1917 S. 67TH STREET
 OMAHA Nebraska 68106
 County: OUT OF STATE

License Information

License Type: Engineering Business Registry
 Rank: Registry
 License Number: 4213
 Status: Current
 Licensure Date: 08/16/1985
 Expires:

AREHNA | FL BUSINESS LICENSE


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Arehna

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No Events No Name History

Detail by Entity Name
 Florida Profit Corporation
 AREHNA ENGINEERING INC.
Filing Information

Document Number P08000110763
 FEI/EIN Number 26-3947444
 Date Filed 12/24/2008
 Effective Date 01/01/2009
 State FL
 Status ACTIVE

Principal Address
 5012 W. LEMON STREET
 TAMPA, FL 33609

Changed: 06/25/2018

Mailing Address
 5012 W. LEMON STREET
 TAMPA, FL 33609

Changed: 06/25/2018

Registered Agent Name & Address
 MCRORY, JESSICA A
 3413 HEARDS FERRY DR.
 TAMPA, FL 33618

Address Changed: 07/30/2009

Officer/Director Detail**Name & Address**

Title PRES

 MCRORY, JESSICA A
 3413 HEARDS FERRY DR
 TAMPA, FL 33618

AREHNA | LIABILITY INSURANCE



AREHENG-01

LHILLIARD

DATE (MM/DD/YYYY)
5/26/2025**CERTIFICATE OF LIABILITY INSURANCE**

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102		CONTACT PHONE (A/C No. Ext): (703) 827-2277 FAX (A/C No.): (703) 827-2279 E-MAIL admin@amesgough.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
Arehna Engineering, Inc. 5012 W. Lemon Street Tampa, FL 33609		INSURER A : Hartford Underwriters Insurance Company A+ (XV) 30104 INSURER B : Nutmeg Insurance Company 39608 INSURER C : Hartford Fire Insurance Company A+ (XV) 19682 INSURER D : Endurance American Specialty A+, XV 41718 INSURER E : INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. (IND. W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY		42SBABF9U42	5/26/2025	5/26/2026	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPOP AGG	\$ 2,000,000
							\$
							\$
							\$
							\$
B	AUTOMOBILE LIABILITY		42UEGAG0617	5/26/2025	5/26/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO OWNED	☐ SCHEDULED				BODILY INJURY (Per person)	\$
	☐ AUTOS ONLY	☐ NON-OWNED				BODILY INJURY (Per accident)	\$
	☐ HIRED	☐ AUTO-ONLY				PROPERTY DAMAGE (Per accident)	\$
	☐ AUTOS ONLY						\$
							\$
A	☒ UMBRELLA LIAB	☒ OCCUR	42SBABF9U42	5/26/2025	5/26/2026	EACH OCCURRENCE	\$ 5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE	\$ 5,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY		42WECBF9W7E	5/26/2025	5/26/2026	☒ PER ☐ STATUTE ☐ OTHER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NY)	Y/N N				E.L. EACH ACCIDENT	\$ 1,000,000
		N/A				E.L. DISEASE - BA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
						Per Claim/Aggregate	\$ 2,000,000
D	Professional Liab.		DPL30060751201	5/26/2025	5/26/2026		

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

CERTIFICATE HOLDER	CANCELLATION
EVIDENCE OF COVERAGE	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

ACORD 25 (2016/03)

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CORPORATIONS
an official State of Florida website

Report Year	Filed Date
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PRODUCER Frost Insurance - Houston 6750 West Loop S, Suite 250 Bellaire TX 77401		CONTACT Name: Lacey Strelczyk Phone: No. Ext. 713-388-7041 E-Mail: lacey.strelczyk@frostinsurance.com Address:		FAX (A/C. No): 713-388-1238
INSURED Edgewater Consultants LLC 324 W Giddens Ave Tampa FL 33603		License# 7269 EDEGCON-02	INSURER(S) AFFORDING COVERAGE INSURER A : Lloyds of London INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 15792

INSR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	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:			TRL-417653	3/29/2026	3/29/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POF AGG \$ 1,000,000 Hired & Non-Owned \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER-STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY UMBRELLA LIAB ☐ EXCESS LIAB OCCURS CLAIMS-MADE DED ☐ RETENTION \$						WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AN/PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below
A	Prof Liab			TRL-417653	3/29/2026	3/29/2027	Each Occurrence Aggregate \$ 1,000,000 2,000,000

<p>HDR 4830 W Kennedy Blvd, Suite 400 Tampa FL 33609-2548</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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EDGEWATER (BOLLARDSCAN AFFILIATE) | LIABILITY INSURANCE



15 Marshall Terrace
Gilesgate
Durham
DH1 2HX
T: 0191 383 0401

Opening Hours: Monday - Friday 09:00 - 17:00

To Whom It May Concern,

Your Ref: 89894780
19th May 2026

Our Client: Bollardscan Ltd

Business Description: Non Destructive Testing of Marine Bollards

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), AUTHORISED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Producer:

Brown & Brown Insurance 15 Marshall Terrace Gilesgate Durham DH1 2HX

Insured:

Unit 1 Washington Business Centre, 2 Turbine Way, Sunderland, SR5 3NZ, United Kingdom

Additional insured:

Edgewater Consultants LLC, 324W Giddens Ave Tampa 33603

To Whom It May Concern And For The Certificate Holder:

HDR
4830 W Kennedy Blvd
Suite 400
Tampa FL 33609-2548

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

Bollardscan Ltd

We confirm we act as Insurance Brokers for the above and confirm the following cover is in place:-

Business Description: Non-Destructive Testing of Marine Bollards

Professional Liability/Indemnity

Insurer: ITIC

Policy Number: EC22985AA001

Effective Dates: 25/11/2025 – 25/11/2026

Limit of Indemnity: £2,000,000 and no less than \$2,000,000 including USA works and exposures

Cover is subject to the Insurers policy terms, conditions, exclusions and cancellation provisions. The information provided in this document is based on the insurance covers in place at the time of writing. Changes to cover may have been made during the policy period of cover. Any expiry date shown in this document represents the standard expiry date of the policy, in certain circumstances cancellation may occur before the standard expiry date of the policy. This document is provided for information only, it does not alter, amend or extend the cover provided by the policy

Yours faithfully,

Marie Stephen
Commercial Handler

Telephone: 0191 383 0401

Email: Marie.Stephen@bbrown.com



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COLLINS | FL BUSINESS LICENSE



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Collins Engineers

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Detail by Entity Name

Foreign Profit Corporation
COLLINS ENGINEERS, INCORPORATED

Filing Information

Document Number F92000000316
FE/EIN Number 38-3030616
Date Filed 11/17/1992
State IL
Status ACTIVE

Principal Address

500 W Jackson Blvd Ste 1200
Chicago, IL 60661-5810

Changed: 03/18/2026

Mailing Address

500 W Jackson Blvd Ste 1200
Chicago, IL 60661-5810

Changed: 03/18/2026

Registered Agent Name & Address

Registered Agents Inc
7901 4th St N Ste 300
St. Petersburg, FL 33702

Name Changed: 03/18/2026

Address Changed: 03/18/2026

Officer/Director Detail

Name & Address

Title VP

Collins, Thomas M.
500 W Jackson Blvd Ste 1200

COLLINS | LIABILITY INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
03/02/2026

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.

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PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305192 Nashville, TN 37205191 USA		CONTACT NAME: WTW Certificate Center PHONE (AC No. Ext): 1-877-945-7378 FAX (AC No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com	
INSURED Collins Engineers, Inc. 550 West Jackson Blvd. Suite 1200 Chicago, IL 60661		INSURER(S) AFFORDING COVERAGE INSURER A: Berkshire Hathaway Specialty Insurance Com INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22276	

COVERAGES **CERTIFICATE NUMBER:** W4623024 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COM/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED						BODILY INJURY (Per person) \$
	☐ AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED						PROPERTY DAMAGE (Per accident) \$
	☐ AUTOS ONLY						
	UMBRELLA LIAB						
	☐ EXCESS LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	☐ CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			47-EPP-314289-06	03/15/2026	11/01/2026	Per 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)

CERTIFICATE HOLDER BDR, Inc. 4880 Sadler Rd Ste 100 Glen Allen, VA 23060	CANCELLATION 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
--	--

ACORD 25 (2025/12)

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SR ID: 29500973

BATCH: 4345724

 DIVISION of
CORPORATIONS
 an official State of Florida website

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Officer/Director Detail

ACORD®

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InWater

Search

No Events No Name History

Detail by Entity Name

Florida Profit Corporation
INWATER ENGINEERING, INC.

Filing Information

Document Number P23000074416
FEI/EIN Number 93-4023773
Date Filed 10/19/2023
Effective Date 10/18/2023
State FL
Status ACTIVE

Principal Address

1366 HALF MOON TRAIL
JACKSONVILLE, FL 32223

Mailing Address

1366 HALF MOON TRAIL
JACKSONVILLE, FL 32223

Registered Agent Name & Address

URS AGENTS, LLC
3458 LAKESHORE DRIVE
TALLAHASSEE, FL 32312

Name Changed: 03/25/2026

Address Changed: 03/25/2026

Officer/Director Detail

Name & Address

Title P

MCGILLAWEE, CRAIG M
1366 HALF MOON TRAIL
JACKSONVILLE, FL 32223

INWATER | LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2026

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.

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PRODUCER Pearl Insurance 1200 E Glen Ave Peoria Heights, IL 61611		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:															
INSURED Inwater Engineering, Inc. 1366 Half Moon Trl Jacksonville, FL 32223-1709		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER B: Nutmeg Insurance Company</td> <td>39608</td> </tr> <tr> <td>INSURER C: National Specialty Insurance Company</td> <td>22608</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Hartford Underwriters Insurance Company	30104	INSURER B: Nutmeg Insurance Company	39608	INSURER C: National Specialty Insurance Company	22608	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: Hartford Underwriters Insurance Company	30104																
INSURER B: Nutmeg Insurance Company	39608																
INSURER C: National Specialty Insurance Company	22608																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR					
		Y	83 SBM BB7XZP	11/27/2025	11/27/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/ AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:					
B	AUTOMOBILE LIABILITY					
	☒ ANY AUTO					
	☒ OWNED AUTOS ONLY					
	☒ HIRED AUTOS ONLY					
	☒ SCHEDULED AUTOS	Y	83 UEC AH2639	09/18/2025	09/18/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB					
	☐ EXCESS LIAB					
	☐ OCCUR					
	☐ CLAIMS-MADE					
	☐ RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
	Professional Liability					
C	Retroactive Date: 11/09/2023	N	PEA2202298 - 02	11/09/2025	11/09/2026	\$2,000,000 per claim \$2,000,000 aggregate \$10,000 deductible

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

CERTIFICATE HOLDER PROOF OF INSURANCE	CANCELLATION 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
--	--

ACORD 25 (2016/03)

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KIMLEY-HORN | FL BUSINESS LICENSE


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Kimley Horn

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No Events No Name History

Detail by Entity Name

Foreign Profit Corporation
KIMLEY-HORN AND ASSOCIATES, INC.

Filing Information

Document Number 821359
FEI/EIN Number 56-0885615
Date Filed 04/24/1968
State NC
Status ACTIVE

Principal Address

421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Changed: 03/21/2025

Mailing Address

421 Fayetteville Street
Suite 600
Raleigh, NC 27601

Changed: 03/21/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 07/14/2025

Address Changed: 07/14/2025

Officer/Director Detail

Name & Address

KIMLEY-HORN | LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
3/16/2026

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 Edgewood Partners Ins Center 3780 Mansell Rd, Suite 370 Alpharetta GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No. Ext): 7702207699 FAX (A/C, No.): E-MAIL: greylincerts@greyling.com ADDRESS:	
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601		INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburgh 19445 INSURER B: New Hampshire Insurance Company 23841 INSURER C: Lloyd's of London 85202 INSURER D: Columbia Casualty Company 31127 INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1790432787 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		GL5268169	4/1/2026	4/1/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPIOP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		CA4489663 (AOS) CA2970071 (MA)	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000		8038116944	4/1/2026	4/1/2027	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	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/A	WC067961230 (AOS) WC013711885 (CA)	4/1/2026	4/1/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Professional Liability/ Pollution Liability		RLUSP26000552026	4/1/2026	4/1/2027	Per Claim Aggregate \$2,000,000 \$2,000,000

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

CERTIFICATE HOLDER	CANCELLATION
Sample Certificate	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

ACORD 25 (2016/03)

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SUNCOAST | FL BUSINESS LICENSE



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Suncoast Land Surveying

Events No Name History

Search

Detail by Entity Name

Florida Profit Corporation
SUNCOAST LAND SURVEYING, INC.

Filing Information

Document Number J31036
FEI/EIN Number 59-2733609
Date Filed 08/29/1986
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 01/10/2005
Event Effective Date NONE

Principal Address

111 FOREST LAKES BLVD. S.
OLDSMAR, FL 34677

Changed: 02/15/2010

Mailing Address

111 FOREST LAKES BLVD. S.
OLDSMAR, FL 34677

Changed: 06/09/2014

Registered Agent Name & Address

McClung, Katherine
2285 Grove Valley Ave
Palm Harbor, FL 34683

Name Changed: 02/23/2021

Address Changed: 01/06/2026

Officer/Director Detail

Name & Address

SUNCOAST | LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/23/2025

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 Marsh & McLennan (CLW) 101 N Starcrest Dr Clearwater FL 33765		CONTACT NAME: Certificate Specialist PHONE: 727-447-6481 FAX: 727-449-1267 E-MAIL: MMA@bouchard.certificates@MarshMMA.com	
INSURED Suncoast Land Surveying Inc 111 Forest Lakes Boulevard Oldsmar FL 34677		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Auto-Owners Insurance INSURER C: Transportation Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 20443 18988 20494	

COVERAGES CERTIFICATE NUMBER: 757522484 REVISION NUMBER:

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

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	Y	B2083174836	5/26/2025	5/26/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	4987635900	5/26/2025	5/26/2026	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	WC425990082	5/26/2025	5/26/2026	☒ PER ☐ STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab	Y	LSH006092141	5/26/2025	5/26/2026	\$1mil per Claim Share \$1mil Agg Shared Limit
A	Pollution Liab	Y	LSH006092141	5/26/2025	5/26/2026	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is Additional Insured as respects to General Liability, Auto Liability and Pollution Liability only if required by written contract, and subject to the terms, conditions and limits as specified in the policy.
General Liability and Auto Liability is written on a primary and non-contributory basis when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.
Waiver of subrogation applies in favor of certificate holder as respects to General, Automobile, Workers Compensation, Professional Liability and Pollution Liability only if required by written contract, and subject to the terms, conditions and limits as specified in the policy.
Workers Comp Experience Mod is a 1.0

CERTIFICATE HOLDER CANCELLATION

For Information Only	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 <i>Jackie George</i>

ACORD 25 (2016/03)

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★ Suncoast has advised that it cannot increase coverage as a surveying specialist small business, whose compensated services would be well under the existing limit of liability. Suncoast, as a trusted partner, has provided surveying services for Port Manatee under HDR's continuing services contract. If professional liability coverage for this specialty subconsultant is an issue for the Port, following selection, HDR will then explore other options to increase coverage or will substitute survey services to a qualified partner acceptable to the Port.

SEAMEN'S CHURCH | BUSINESS LICENSE

FRANCHISE TAX ACCOUNT STATUS

This record as of May 11, 2026 at 09:20:05

SEAMEN'S CHURCH INSTITUTE OF NEW YORK AND NEW JERS

Texas Taxpayer Number:	32002416165
Mailing Address:	50 BROADWAY FL 26 NEW YORK, NY 10004 - 3802
Right to Transact Business in Texas:	ACTIVE
State of Formation:	NY
SOS Registration Status (SOS status updated each business day):	ACTIVE
Effective SOS Registration Date:	05/04/2000
Texas SOS File Number:	0013241307
Registered Agent Name:	TIMOTHY HEINRICH
Registered Office Street Address:	4545 POST OAK PLACE DRIVE, SUITE 150 HOUSTON, TX 77027

Public Information Report

Title	Name and Address
Report not on File	

Information on this site is obtained from the most recent Public Information

SEAMEN'S CHURCH | LIABILITY INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

 Page 1 of 1
 DATE (MM/DD/YYYY)
 05/14/2026

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C No. Exch.): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 ADDRESS: certificates@wtwco.com
INSURED Seamen's Church Institute, Inc. 50 Broadway 26th Floor New York, NY 10004	INSURER(S) AFFORDING COVERAGE INSURER A: Berkshire Hathaway Specialty Insurance Com INSURER B: Hartford Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: W46041462 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in NY

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	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:			47SPK26097507	10/01/2025	10/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			47RWS26097607	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$ 10,000			47BSM26097707	10/01/2025	10/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	10 WB AQ0414	10/01/2025	10/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Evidence of Coverage	AUTHORIZED REPRESENTATIVE <i>Patricia A. Jones</i>

ACORD 25 (2025/12)

The ACORD name and logo are registered marks of ACORD

SR ID: 29940732

BATCH: 4448301

★ Seamen's Church Institute, Inc., as a specialized advisory subconsultant will be conducting its professional services in its Houston location where its navigational modeling and simulation equipment resides.

Audit Authorization

Our confidential financial reports to show historical & current financial capacity & expected ability to meet ongoing financial obligations are included in this section. These records are confidential and should be redacted for the use of public records

If deemed necessary, HDR will coordinate with a Port auditor for the review of applicable financial records in establishing that HDR provides the financial capacity to meet ongoing financial obligations to the Port in association with the work of this contract.

Audit Authorization

CONFIDENTIAL FINANCIAL RECORDS



HDR, Inc. and Subsidiaries

Condensed Financial Statements of HDR Engineering, Inc. (In Thousands)

	2025	2024
Balance Sheet		
Assets		
Current assets	\$ 2,328,642	\$ 2,108,093
Non-current assets	279,127	222,329
Total assets	2,607,769	2,330,422
Liabilities		
Current installments of long-term debt	\$ 340	\$ 301
Current liabilities	570,950	534,005
Long-term debt, excluding current installments	1,595	3
Non-current liabilities	171,675	128,673
Stockholders' equity	\$ 1,863,209	\$ 1,667,440
Total liabilities and stockholders' equity	\$ 2,607,769	\$ 2,330,422
Income Statement		
Revenues	3,486,049	3,222,403
Net revenues	2,693,385	2,422,884
Net operating income	225,085	179,701
Net income	195,768	183,983

I hereby certify that the above information is accurate and represents the operating results and balance sheet positions of HDR Engineering, Inc. as of and for the period ended December 27, 2025, and that such amounts have been agreed to the audited financial statements without exception.

Galen J. Meysenburg, Chief Financial Officer

This document contains confidential or privileged information and is being submitted to meet client requirements. The unauthorized use or dissemination of any confidential or privileged information is prohibited. HDR claims all exemptions under any applicable open records request pursuant to governing law.

hdrinc.com

CONFIDENTIAL FINANCIAL RECORDS



HDR, Inc. and Subsidiaries

Condensed Financial Statements of HDR Engineering, Inc. (In Thousands)

	2024
Balance Sheet	
Assets	
Current assets	\$ 2,108,093
Non-current assets	222,329
Total assets	2,330,422
Liabilities	
Current installments of long-term debt	\$ 301
Current liabilities	534,005
Long-term debt, excluding current installments	3
Non-current liabilities	128,673
Stockholders' equity	\$ 1,667,440
Total liabilities and stockholders' equity	\$ 2,330,422
Income Statement	
Revenues	3,222,403
Net revenues	2,422,884
Net operating income	179,701
Net income	183,983

I hereby certify that the above information is accurate and represents the operating results and balance sheet positions of HDR Engineering, Inc. as of and for the period ended December 28, 2024, and that such amounts have been agreed to the audited financial statements without exception.

Galen J. Meysenburg, Chief Financial Officer

This document contains confidential or privileged information and is being submitted to meet client requirements. The unauthorized use or dissemination of any confidential or privileged information is prohibited. HDR claims all exemptions under any applicable open records request pursuant to governing law.

hdrinc.com

CONFIDENTIAL FINANCIAL RECORDS



HDR, Inc. and Subsidiaries

Condensed Engineering Financial Statements
(In Thousands)

<u>Balance Sheet</u>	2023	2022
Assets		
Current assets	\$ 1,782,774	\$ 1,564,404
Non-current assets	290,730	306,784
Total assets	<u>2,073,504</u>	<u>1,871,188</u>
Liabilities		
Current installments of long-term debt	\$ 2,402	\$ 2,502
Current liabilities	529,661	469,730
Long-term debt, excluding current installments	2,285	2,404
Non-current liabilities	181,172	182,276
Stockholders' equity	\$ 1,357,984	\$ 1,214,276
Total liabilities and stockholders' equity	<u>\$ 2,073,504</u>	<u>\$ 1,871,188</u>
 <u>Income Statement</u>		
Net revenues	2,298,880	2,043,670
Net operating income	135,933	104,545
Net income	140,822	108,020

I hereby certify that the above information is accurate and represents the operating results and balance sheet positions of HDR Engineering, Inc. as of and for the periods ended December 30, 2023 and December 31, 2022, and that such amounts have been agreed to the audited financial statements without exception.

Galen J. Meysenburg, Chief Financial Officer

This document contains confidential or privileged information and is being submitted to meet client requirements. The unauthorized use or dissemination of any confidential or privileged information is prohibited. HDR claims all exemptions under any applicable open records request pursuant to governing law.

Licensing

Licensing

LICENSEE DETAILS

11:53:08 AM 5/6/2026

Licensee Information

Name: DORTCH, STEPHEN WESLEY (Primary Name)
 Main Address: 8442 RUSTLEWOOD COURT
 TRINITY Florida 34655-4578
 County: PINELLAS

License Information

License Type: Professional Engineer
 Rank: Prof Engineer
 License Number: 61426
 Status: Current,Active
 Licensure Date: 06/21/2004
 Expires: 02/28/2027

LICENSEE DETAILS

11:56:03 AM 5/6/2026

Licensee Information

Name: FREINER, MICHAEL C. (Primary Name)
 Main Address: 502 S. WILLOW AVENUE
 UNIT 1
 TAMPA Florida 33606
 County: HILLSBOROUGH

License Information

License Type: Professional Engineer
 Rank: Prof Engineer
 License Number: 72213
 Status: Current,Active
 Licensure Date: 01/27/2011
 Expires: 02/28/2027

LICENSEE DETAILS

9:17:49 AM 5/8/2026

Licensee Information

Name: PROCTOR, FRANK D (Primary Name)
 Main Address: 38703 NW PACIFIC HWY
 WOODLAND Washington 98674
 County: OUT OF STATE

License Information

License Type: Professional Engineer
 Rank: Prof Engineer
 License Number: 63507
 Status: Delinquent,Active
 Licensure Date: 11/07/2005
 Expires: 02/28/2025

LICENSEE DETAILS

9:16:31 AM 5/8/2026

Licensee Information

Name: WHITEHEAD, KEVIN DONALD (Primary Name)
 Main Address: 19170 ALEXANDREA LEE COURT
 LAND O LAKES Florida 34638
 County: PASCO

License Information

License Type: Professional Engineer
 Rank: Prof Engineer
 License Number: 76148
 Status: Current,Active
 Licensure Date: 05/26/2013
 Expires: 02/28/2027

LICENSEE DETAILS

9:20:48 AM 5/8/2026

Licensee Information

Name: MALDONADO, DESIDERIO MICHAEL (Primary Name)
 Main Address: 4442 RUTHANN CIRCLE
 MELBOURNE Florida 32934
 County: BREVARD

License Information

License Type: Professional Engineer
 Rank: Prof Engineer
 License Number: 72978
 Status: Current,Active
 Licensure Date: 06/04/2011
 Expires: 02/28/2027

LICENSEE DETAILS

9:21:39 AM 5/8/2026

Licensee Information

Name: MCGILLAWEE, CRAIG M (Primary Name)
 Main Address: 1366 HALF MOON TRAIL
 JACKSONVILLE Florida 32223
 County: DUVAL

License Information

License Type: Professional Engineer
 Rank: Prof Engineer
 License Number: 72218
 Status: Current,Active
 Licensure Date: 01/29/2011
 Expires: 02/28/2027

License Search
Advanced License Search
Disciplinary Action Search

License Details



Name	CORLEY, JOHN JOSEPH III
License Number	0402031810
License Description	Professional Engineer License
Rank	Professional Engineer
Address	LORTON, VA 22079
Initial Certification Date	1998-07-16
Expiration Date	2027-01-31

The license information in this application was last updated at Tue May 12 02:50:17 EDT.

License Lookup [legal disclaimer](#)

LICENSEE DETAILS
9:22:38 AM 5/8/2026

Licensee Information

Name:	VIEIRA, ANTHONY L (Primary Name)
Main Address:	755 ELM STREET SAFETY HARBOR Florida 34695
County:	PINELLAS
License Location:	4830 W. KENNEDY BLVD. STE 400 TAMPA FL 33609
County:	HILLSBOROUGH

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	71670
Status:	Current,Active
Licensure Date:	07/01/2010
Expires:	02/28/2027

LICENSEE DETAILS
6:23:06 PM 5/16/2026

Licensee Information

Name:	MERSDORF, STEPHEN PAUL (Primary Name)
Main Address:	2179 THOMAS COURT JACKSONVILLE Florida 32207
County:	DUVAL

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	93058
Status:	Current,Active
Licensure Date:	12/20/2021
Expires:	02/28/2027

Certifications

We pride ourselves on our continuous efforts and desires to completely understand our clients needs and preferences and to provide them with professional services which not only meet, but hopefully exceed their expectations. One of the key initial steps in developing this level of understanding is the negotiation and development of a mutually acceptable agreement which properly reflects both parties obligations and expectations. We have carefully reviewed all of the documents and information you provided as a part of your Request for Qualification (RFQ). Some of the information you provided was in the form of potential terms and conditions which eventually would be reflected in a final agreement we would be entering into with you should we be successful in our pursuit of your project. Although we have identified several items which we need to obtain more information from you on, we believe that there will be no insurmountable problems in reaching a final agreement. We are basing this assumption on the reasonable expectation that the path of our negotiations will be guided by the basic premises necessary for any professional design firm to maintain the full applicability of its professional liability insurance coverage and to develop any required schedules or pricing. Those guidelines are; no guarantees or warranties (either expressed or implied); the standard of care will not be elevated beyond a normal, reasonable, negligence standard; any indemnifications will be based upon a negligence standard; any fees, pricing or scheduling requirements will be based upon quantifiable requirements. We sincerely look forward to the opportunity to further refine our understanding of your needs and desires and the ultimate development of a complete and accurate agreement with you and respectfully request that you allow us the opportunity to provide professional design services for your project.

Certifications

BERTH RECONSTRUCTION PLANNING, PERMITTING, & DESIGN
MCPA-RFQ-E-26-001
APRIL 24TH, 2026

Attachment A – Response Signature Form

The undersigned represents by signing the Response that they have the authority and approval of the legal entity purporting to submit the Response, and that all of the facts and responses set forth in the Response are true and correct. If the Responder is selected by the Port to negotiate an agreement, the undersigned certifies that the Responder's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this Request for Qualifications.

Print or Type Responder's Information Below:

Name of Responder		Telephone Number	
HDR Engineering, Inc.		813.282.2300	
Street Address			
4830 W Kennedy Blvd, Suite 400			
Tampa, FL 33609			
Email Address		Web Address	
Jeff.Arms@hdrinc.com		hdrinc.com	
Print Name & Title of Authorized Officer		Signature of Authorized Officer	
Jeffrey B. Arms			
Vice President			
Date Signed			
05/14/2026			
Acknowledge Addendum No.	01	Dated:	4/30/26
Acknowledge Addendum No.	02	Dated:	5/6/26
Acknowledge Addendum No.	03	Dated:	5/12/26

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Request for Qualifications: MCPA-RFQ-E-26-001
Berth Reconstruction Planning, Permitting, & Design
Response Due Date: May 21, 2026, at 2:00 PM
Responses to Clarification Request:

ADDENDUM 1 DATE: April 30, 2026

Question #1: Please clarify Minority Business Enterprise. Does this include Small Business, Women Owned Business, etc.?

RESPONSE: Florida Small and Minority Business Assistance Act defines a Minority Business Enterprise. Any entity meeting these criteria are encouraged to respond.

Question #2: Have project delivery methods other than Design, Bid, Build been evaluated for this scope of work?

RESPONSE: Due to operational restrictions and funding, each Berth will be considered a separate project that could be constructed independently, or as part of a multiple Berth project. Therefore, having "shovel" ready projects that have been designed and permitted, is the preferred project delivery method that Manatee County Port Authority is using.

Question #3: Can you please clarify if the 20-page total limit includes resumes or if additional resumes can be included?

RESPONSE: Resumes are included in the 20-page total limit. Resumes for Key Personnel are to be submitted and "statements" as outlined in Section 3.5 of the RFQ for all other personnel identified on the Organizational Chart.

Question #4: How do you post a clarification on DemandStar?

RESPONSE: All questions and clarifications should be emailed to Robert Howard at rhoward@seaportmanatee.com. Responses to these questions and clarifications will be posted to DemandStar as official responses.



SEAPORT MANATEE
BERTH RECONSTRUCTION PLANNING, PERMITTING, & DESIGN
MANATEE COUNTY, FLORIDA
BERTH LAYOUT

MANATEE COUNTY PORT AUTHORITY
300 TAMPA BAY WAY, SUITE 1
PALMETTO, FL 34221

SEAPORT
Manatee
The right turn on Tampa Bay

SEAPORT
Manatee
The right turn on Tampa Bay

Request for Qualifications: MCPA-RFQ-E-26-001
Berth Reconstruction Planning, Permitting, & Design
Response Due Date: May 21, 2026, at 2:00 PM
Responses to Clarification Request: **ADDENDUM 2**
DATE: May 6th, 2026

Review the attached updated RFQ document. Text in [blue](#) format, has been added to replace previous text. The Evaluation Committee process has changed and is outlined in the respective sections.

Question #5: The RFQ states that “sections must have page breaks between them”. With the 20 page limit for the red highlighted sections, we would like to combine a couple of sections on a page. For example, sections 3.9, 3.10 and 3.12 could be combined onto one page. Would it be acceptable to exclude page breaks but have these sections clearly defined and bookmarked on a single page?

RESPONSE: Review the attached updated RFQ document. The order for Audit Authorization and Legal Capacity (3.11 and 3.12) have changed. Sections 3.5 to 3.10 may be on continuous pages with each section clearly identified.

Question #6: Section 3 of the RFQ “Response Content and Submittal Requirements” states that “Sections must have page breaks between them,” while also stating a 20-page limit for the highlighted sections. To help teams balance formatting clarity with content conciseness, would the Port consider alternative formatting approaches (e.g., continuous pages with clear section headings) acceptable?

RESPONSE: Refer to response to question #5.

Question #7: Section 3.3 “Organizational Chart” requests identification of key personnel (e.g., Project Manager/Port Contact, Discipline Leads, Principals, QA Manager), while Section 3.5 Qualifications by Personnel requires resumes for key personnel and a qualifications statement for each individual shown on the organizational chart. In developing a compliant response within the 20-page limit, please clarify the Port’s expectations regarding the intended level of staffing detail on the organizational chart. Specifically, should the chart be limited strictly to key personnel, or does the Port prefer teams to also identify additional supporting staff anticipated to contribute to the project?

RESPONSE: The Organizational Chart shall identify who is responsible for each scope of work required to successfully complete the project. Not every scope is considered “key”. Organizational Chart may be on an 11” x 17” sheet of paper.

Question #8: Sections 3.10 (Legal/Disciplinary Proceedings) and 3.12 (Legal Capacity) request detailed legal, financial, and corporate documentation that may require narrative explanation and supporting material. Please clarify whether the Port intends for all content required under these sections to count toward the 20-page limit, or whether any portion of this required information may be submitted outside the page limit to allow firms to provide complete and accurate disclosures.

RESPONSE: Section 3.10 is to be included in the limited pages. Legal Capacity (Section 3.11 now) has been removed from the 20 page count. Refer to attached updated RFQ for clarification on sections included in the 20 page limit.

Question #9: Are proposers permitted to use 11x17 pages for tables or charts? If so, would each 11x17 page count as one page toward the page limit?

RESPONSE: Only the Organizational Chart may be presented on 11” x 17” size paper. All other sheets are to be standard 8-1/2” x 11” size paper.



Request for Qualifications: MCPA-RFQ-E-26-001
Berth Reconstruction Planning, Permitting, & Design
Response Due Date: May 21, 2026, at 2:00 PM
Responses to Clarification Request: **ADDENDUM 3**
DATE: May 11th, 2026

Question #10: Are we allowed to include a back cover that does not count towards the page limit?

RESPONSE: A back cover is allowed for the submission. Only the “red” colored sections count towards the 20 page limit. The Response Cover is not a red section.

Question #11: Regarding the online DemandStar Ebid Response listed Required Documents under step 2 of the submission process, it states that the following documents are required by the agency for this project and to select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline)? Can you please advise and confirm if the ‘Response (single document)’ required document is the only uploaded document that is required, and please confirm if for the other Required Documents submissions, we put submission option as ‘offline/manual’ or ‘not submitting’?

RESPONSE: The “Response (single document)” is the only document to be submitted. All other items listed are contained within the Response. Select “Not Submitting”, or similar, for all other documents listed as required documents.

Question #12: Regarding the required Certification ‘Attachment B Public Contracting and Environmental Crimes’ under Section 321.4, it states under ‘Signatory Requirement’ that ‘in the case of a corporation, this affidavit shall be executed by the corporate president’. The notarization on this form is specific to the state of Florida. If our corporate president is not a resident of Florida, but of another state, is it still acceptable for the president to sign the form as the state of Florida, or is it allowable to change the form to the state where our president resides? Please advise?

RESPONSE: The notary block may be changed to the State where the person signing is located and being notarized.

Question #13: Is it required that we include copies of all Addendums in our submittal or is acknowledging them on ‘Attachment A Response Signature Form’ sufficient?

If it is required to include copies of the Addendums in our submittal, where should those be placed in our submittal and will it count towards the page count?

RESPONSE: Copies of each Addendum can be attached after the signed Attachment A. Attachment A is not included in the 20 page limit. Refer to the response to Question #10 for what is included in the 20 page count.

Question #14: In regard to Element 1 – Federal National Environmental Policy Act (NEPA) review and approvals, has the port been advised what NEPA level of review will be required for this project (e.g., Categorical Exclusion or Environmental Assessment)?

RESPONSE: The port has not been advised as to what NEPA level of review that is required for this project.

Question #15: The Maritime Administration (MARAD) typically provides grantees with numerous directives and informational documents defining expected NEPA document contents, methods for conducting necessary data gathering, agency consultations, etc. Has MARAD provided the port with these materials yet, and can they be provided at this time?

RESPONSE: MARAD has not provided the port with these materials yet.

Question #16: Under Section 301 Legal Capacity, it states to 'provide copies of certification documents related to Responder's legal capacity to perform all parts of the scope of services, including prime contractor and all subcontractors'. Can you please clarify what exactly should be submitted for this requirement and what certification document(s) you are looking for in our submittals

RESPONSE: Respondent needs to include their corporate structure and any financial, legal or technical capabilities of the Responder in performing the scope. Additionally, they need to identify the business entity, provide the necessary owners/principles resume, and proof of authority to sign on behalf of the business entity (could be a corporate resolution, articles of incorporation, etc.). Respondent, and any teaming partner, must demonstrate that they are licensed to do business in Florida and provide proof of professional liability insurance, as it relates to the scope of work outlined in the RFQ.

Question #17: Addendum 2 to the RFQ indicates that the evaluation committee meeting will be held after committee members have reviewed and scored responses with

this the May 28 meeting date was removed. Should respondents infer that the meeting will be held at a later date, to be determined, and that attendance to a May 28 meeting should not be anticipated? Is MCPA able to provide guidance on expected timeline for such a meeting so that we may schedule accordingly?

RESPONSE: Attendance to a May 28th meeting is not anticipated. To meet the Certification and Authorization public meeting of June 16th, the Selection Committee's ranking and recommendation must be completed by June 3rd.

BERTH RECONSTRUCTION PLANNING, PERMITTING, & DESIGN
MCPA-RFQ-E-26-001
APRIL 24TH, 2026

Attachment B – Public Contracting and Environmental Crimes Certification

SWORN STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Port Authority (the Port)

by Jeffrey B. Arms, Vice President
[print individual's name and title]

For HDR Engineering, Inc.
[name of entity submitting sworn statement]

whose business address is: 4830 W Kennedy Blvd, Suite 400, Tampa, FL 33609

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-0680568. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a Port contract for public improvements, procurement of goods or services (including professional services) or a Port lease, franchise, concession or management agreement, or shall receive a grant of Port monies unless such person or entity has submitted a written certification to the Authority that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of the Port, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the Port, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation,

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BERTH RECONSTRUCTION PLANNING, PERMITTING, & DESIGN
MCPA-RFQ-E-26-001
APRIL 24TH, 2026

interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the Port. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the Port.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PORT IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PORT DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Jeffrey B. Arms
[Signature] Jeffrey B. Arms
Vice President,
HDR Engineering, Inc.

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to and subscribed before me this 30th day of April, 2026

by Jeffrey B. Arms, Vice President

Personally known ✓ OR Produced Identification [Type of identification]

Patricia Yu My commission expires 05/05/2029
Notary Public Signature

Patricia Yu
[Print, type or stamp Commissioned name of Notary Public]



Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

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BERTH RECONSTRUCTION PLANNING, PERMITTING, & DESIGN
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APRIL 24TH, 2026

Attachment D – Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with SeaPort Manatee.

The undersigned, on behalf of HDR Engineering, Inc. ("Contractor"), hereby attests as follows:

- A.** Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the SeaPort Manatee from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
 - "Labor" means work of economic or financial value.
 - "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B.** Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

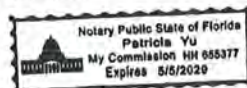
Authorized Signature: [Signature] Date: 04/20/2026
Printed Name: Jeffrey B. Arms Title: Vice President

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of April, 2026, by Jeffrey B. Arms, as

Vice President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

[Signature]
Signature of Notary Public
Patricia Yu



Name of Notary Typed, Printed or Stamped
My Commission Expires: 05/05/2029



4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609
813.282.2300

hdrinc.com

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EXHIBIT N – PROJECT GRANTS

**U.S. DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION**

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP)**

MARAD FY 2024 PIDP Grant No. 693JF72540027

702434PIDG 2026 1BR2540027 0000150000 41010 61006600 — \$10,375,000

This agreement is between the United States Department of Transportation Maritime Administration (“**MARAD**”) and the Manatee County Port Authority (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a PIDP Grant for the Berth Reconstruction Engineering and Permitting Project.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2024 Port Infrastructure Development Program Grants,” dated November 21, 2025, which is available at <https://www.maritime.dot.gov/grants/federal-grant-assistance/federal-grant-assistance>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of and agrees to the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the PIDP Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to MARAD the PIDP Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 SPECIAL TERMS AND CONDITIONS

2.1 Environmental Compliance.

The scope of work for this planning Project includes ground-disturbing work such as geotechnical investigations. The Recipient will request MARAD approval prior to executing any potentially ground-disturbing field studies or investigations.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: Seaport Manatee - Planning Grant - Berth Reconstruction Engineering and Permitting.

Application Date: May 10, 2024

2. Recipient's Unique Entity Identifier.

Recipient's Unique Entity Identifier: KLBXGVB8Q2L3

3. Recipient Contact(s).

Abby Lindecamp
Deputy Director of Business Administration and Finance
Manatee County Port Authority
300 Tampa Bay Way, Suite 1
Palmetto, FL 34221
Office: (941) 721-2324
alindecamp@seaportmanatee.com

and

Denise C. Stufflebeam
Senior Director of Business Administration & Finance
Manatee County Port Authority
300 Tampa Bay Way, Suite 1
Palmetto, FL 34221
Direct: (941) 722-6621 x 339
dstufflebeam@seaportmanatee.com

4. Recipient Key Personnel.

None.

5. MARAD Project Contact(s).

Kelly Mitchell-Carroll
Grants and Cooperative Agreements Officer
DOT – Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-380
W26-422

Mailstop 5
(202) 366-9714
k.mitchell-carroll@dot.gov

and

David Bohnet
Grant Management Division Chief
DOT – Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-510
W21-226
Mailstop 3
(202) 366-0586
david.bohnet@dot.gov

6. Payment System.

MARAD Payment System: Delphi eInvoicing System

7. Federal Award Identification Number.

Federal Award Identification Number: 693JF72540027

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The Project consists of completing NEPA reviews, project permitting, and engineering design work for five of the port's operational berths (Berths 06, 07, 08, 10, and 11) that need to be fully reconstructed. The Project also includes design for toe walls (or similar structures) at other berths (Berths 04, 05, 09, 12, and 14) to accommodate future port-wide deepening activities.

2. Statement of Work.

The Project will be completed in one component with the following elements:

Element 1 – Federal National Environmental Policy Act (NEPA) review

- Prepare the appropriate draft and final documents to achieve the policies and goals established by NEPA and related regulations for berth construction projects.

Element 2 – Pre-Engineering Studies

- Engineering analysis and survey of Berths 06, 07, 08, 10, and 11.
- Establish baseline structural conditions, evaluate geotechnical conditions, compile and review as-builts, conduct subwater inspections, conduct subsurface utility engineering, review existing mooring and bollard analysis, prepare a survey, prepare conceptual structural designs (e.g., bulkhead, pile supported, etc.) and related costs estimates, prepare metocean study, prepare mooring and berthing analysis, prepare stormwater analysis, and prepare updated port-wide maps of dock load limits and bollard capacities for Berths 04, 05, 06, 07, 08, 09, 10, 11, 12 and 14.
 - Documents will be used for permitting, engineering design, and informing the order of dock rebuilds.
- Coordinate with Tampa Harbor Pilots and U.S. Army Corps of Engineers to conduct a navigation analysis or simulation of proposed designs, if warranted.

Element 3 – Permitting

- Complete all required local, State, and Federal permitting required to start construction.
- Time-dependent permitting for individual berths or portion of berths may be staggered to complement corresponding construction scheduling.

Element 4 – Berth 06 Engineering

- Engineering and design elements and considerations include:
 - Extending the apron by approximately 265 feet (from its current 412-foot length) to connect with Berth 07 and extending another approximately 97 feet toward the west to align with the southwest corner of Berth 05.

- o Additional considerations: new fuel pit(s); new shore utility connections (e.g., water, electric); base infrastructure for bulk cargo loading or unloading equipment; and ability to handle mobile harbor crane loading.

Element 5 – Berth 07 Engineering

- Engineering and design elements and considerations include:
 - o New fuel pit(s); new shore utility connections (e.g., water, electric); ability to handle mobile harbor crane loading; base infrastructure for bulk cargo loading or unloading equipment; and new pit(s), pump(s), and underground line(s) for pneumatic ship unloaders.

Element 6 – Berth 08 Engineering

- Engineering and design elements and considerations include:
 - o Additional considerations: new fuel pit(s); new shore utility connections (e.g., water, electric); ability to handle mobile harbor crane loading; new pit(s), pump(s), and underground line(s) for pneumatic ship unloaders; and new RORO ramp.

Element 7 – Berth 10 and 11 Engineering

- Engineering and design elements and considerations include:
 - o Extension of Berth 10 to the west by approximately 410 feet.
 - o Reconfiguring Berth 11 along the same alignment as the extended Berth 10 to the north, and Berths 12 and 14 to the south, to provide approximately 2,160 feet of continuous southward marginal wharf.
 - o Additional considerations: new fuel pit(s) or similar structures on Berths 10 and 11; new shore utility connections (e.g., water, electric); and ability to handle mobile harbor crane loading.

Element 8 – Design Toe Walls

- Engineering and design elements and considerations include:
 - o Design for toe walls (or similar structures) at Berths 04, 05, 09, 12, and 14 to accommodate future port-wide deepening activities (e.g., from the current authorized depth of -40 feet +1 foot over depth, to a depth of -50 feet + 2 feet over depth).

3. Documents Describing Mitigation Activities and Permits.

None.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: September 30, 2031

Period of Performance End Date: September 30, 2031

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Project Start Date	April 1, 2026
Planned Project Completion Date	November 30, 2030

3. Special Milestone Deadlines.

Milestone	Schedule Date
Planned Project Completion Date	December 31, 2030

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

PIDP Grant Amount: \$10,375,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs	
	Total
PIDP Funds:	\$10,375,000
Non-Federal Funds:	\$2,618,824
Total:	\$12,993,824

4. Cost Classification Table.

Cost Classification	Total Costs	Non-PIDP Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	\$12,993,824		\$12,993,824
Project Total	\$12,993,824		\$12,993,824

5. Approved Pre-award Costs.

None. MARAD has not approved under this award any requests for the use of non-Federal funds under 46 U.S.C. 54301(a)(10)(B) or any pre-award costs under 2 CFR 200.458. Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, MARAD will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by MARAD before being included in the Project costs and documented in this section 5. See section 15.3 of the General Terms and Conditions.

SCHEDULE E
CHANGES FROM APPLICATION

Scope: None.

Schedule: The original grant application indicated the Project timeline was roughly 32 months for contract procurement and completion of services. However, based on available information and schedules for similar projects, the Recipient's professional engineer recommends five months to procure the contract and three additional years for completion of NEPA services, or 55 months total.

The table below compares the Project milestone dates.

Milestone	Application	Agreement
Planned Project Start Date	February 1, 2025	April 1, 2026
Planned Project Completion Date	May 31, 2027	November 30, 2030

Budget: None.

Other: None.

**SCHEDULE F
PIDP DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Planning

3. Funding Act.

Funding Act: IIJA

4. Discretionary or Community Project Funding.

Discretionary-CPF: Discretionary

5. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
PIDP PERFORMANCE MEASUREMENT INFORMATION

Reserved.

SCHEDULE H LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with the free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>

	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.
--	--

2. Supporting Narrative.

The primary purpose of berthing facilities at SeaPort Manatee is to improve the quality of life in the region through the creation of good-paying jobs, including union and non-union jobs. A recent economic impact study using 2023 data found that 42,094 jobs are directly and indirectly supported by the Port and represent a 12.89 percent increase over the 37,287 jobs identified in a previous study using 2021 data.

Additionally, the Recipient worked with Manatee County Area Transit (MCAT) to establish MCAT’s Port Manatee ConneXion (PMX). The current service has been effective since December 4, 2021. The PMX service is a mobility on-demand / call ahead service available within a defined area of northern Manatee County. Demand from current and future Port jobs will continue to serve as baseline demand to keep the service viable for the foreseeable future, which will benefit individuals that use the service to reach other destinations in the service area.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

ATTEST:

ANGELINA M. COLONNESO
Clerk of Circuit Court

MANATEE COUNTY PORT AUTHORITY

By: Robin Toth, OC

By: [Signature]
Signature of Recipient's Authorized Representative



MIKE RAHN
Name

CHAIRMAN
Title

March 24, 2020
Date

MARAD SIGNATURE PAGE

MARAD, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF TRANSPORTATION MARITIME ADMINISTRATION

3/25/2026

Date

By:



Signature of MARAD's Authorized Representative

Kelly Mitchell-Carroll

Name

Grants and Cooperative Agreements Officer

Title

PA-24-23

A RESOLUTION BY THE MANATEE COUNTY PORT AUTHORITY APPROVING
AND AUTHORIZING THE EXECUTION OF THE PUBLIC TRANSPORTATION
GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION

WHEREAS, the State of Florida Department of Transportation (Department) has offered to enter into a Public Transportation Grant Agreement with the Manatee County Port Authority (Port Authority) to provide Department participation in the berth rehabilitation project, and

WHEREAS, the Port Authority has the authority to enter into said Public Transportation Grant Agreement with the Department, and it is expedient and in the best interests of this Port Authority to approve and authorize the execution of the Public Transportation Grant Agreement.

NOW THEREFORE BE IT RESOLVED by the Manatee County Port Authority that:

1. The State of Florida Department of Transportation Public Transportation Grant Agreement, identified as State Grant Number G3200 wherein the Department agrees to a maximum participation in the amount of \$16,250,000 is approved. The Chairman of the Port Authority, or, in the absence of the Chairman, any Vice Chairman of the Port Authority, is authorized to execute the Public Transportation Agreement on behalf of the Port Authority.
2. The Executive Director, or his authorized representative, is specifically authorized to enter into and execute any amendment or supplement to the Public Transportation Grant Agreement(s) (PTGA) for the limited purposes of scope changes, funding adjustments which do not require additional matching funds from the Authority, contract duration revisions, as well as Assurances, Certifications and other documents as may be required to support this project.
3. The Clerk of the Circuit Court of Manatee County, Florida, is authorized to cause two copies of this resolution to be certified for delivery to the Florida Department of Transportation.

ADOPTED with a quorum present and voting this the 17th day of October, 2024.

ATTEST: ANGELINA M. COLONNESO
CLERK OF CIRCUIT COURT

Harold Bishop

MANATEE COUNTY PORT
AUTHORITY

By:

K. V. ...

Chairman



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence) <u>433457-1-94-09</u>	Fund(s): <u>PORT, DIS, DPTO, GMR</u>	FLAIR Category: <u>088794</u>
	Work Activity Code/Function: <u>215</u>	Object Code: <u>751000</u>
	Federal Number/Federal Award Identification Number (FAIN) – Transit only: _____	Org. Code: <u>55012020129</u>
Contract Number: <u>G3200</u>	Federal Award Date: _____	Vendor Number: <u>VF596000727160</u>
CFDA Number: <u>N/A</u>	Agency SAM/UEI Number: _____	
CFDA Title: <u>N/A</u>		
CSFA Number: <u>55.005</u>		
CSFA Title: <u>Seaport Grant Program</u>		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Manatee County Port Authority, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in SeaPort Manatee's Berth Rehabilitation initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☒ **Aviation**
- ☒ **Seaports**
- ☐ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding** (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through April 30, 2029. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**PUBLIC TRANSPORTATION
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9. Project Cost:

- a. The estimated total cost of the Project is \$21,666,667. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$16,250,000 and, the Department's participation in the Project shall not exceed 75.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**PUBLIC TRANSPORTATION
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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “G”, Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency’s resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

**PUBLIC TRANSPORTATION
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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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**PUBLIC TRANSPORTATION
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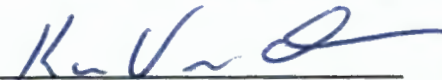
contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Manatee County Port Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: 

By: _____

Name: Kevin Van Ostenbridge

Name: Nicole Mills, P.E.

Title: Chairman

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Don Conway, Senior Attorney (as to legality and form)



**PUBLIC TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This project provides for the Department's participation in SeaPort Manatee's berth rehabilitation and reconstruction initiative for berths 4-14. Berths 4 & 5: design and rehab to restore full capacity of Berth 4 and Berth 5 and provide enough capacity to take other berths out of service for rehab. Berth 7: design, rehab, and add fuel pits and fuel lines at Berth 7 to shift fuel operations from Berth 10 to Berth 7. Currently, when a small vessel is docked at Berth 10, docking a vessel at Berth 9 requires part of the vessel to be parked in the southern portion of Berth 8, reducing the size of vessels that can be simultaneously parked at Berth 8. Berth 10: design and rehab to extend the berth by approximately 412 feet to join the new berth 11 alignment. The subsequent lengthening of Berth 10 during rehabilitation will create additional capacity at Berth 8. Berth 11: design and rehab to straighten the angle of the berth and create a linear continuous wharf, increasing the capacity and flexibility of using berths 11, 12 and 14.

B. Project Location (limits, city, county, map): SeaPort Manatee, Palmetto, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the environmental work, design work, and construction work required to complete the Berth development activities described in the Project Description, including: aids to navigation; apron improvements; asphalt paving activities; benthic studies; berthing area widening and deepening; bulkhead caps; cap faces repair or installation; cable protection systems; cap soffits repair or installation; cast in place concrete; cathodic protection; compaction; concrete; concrete beams; concrete caps; construction; construction inspection services; construction management services; construction services; consulting services; contractor stand-by; cost estimates; crack repairs; crane rail repair or installation; deck ballast; demobilization; demolition; electrical components and systems; engineering services; environmental assessments; fasteners and connectors; fenders and bollards; form work; geotechnical services; historical resource studies; installation and testing; lighting systems; mitigation assessments; mobilization; painting; panel soffits repair or installation; permitting; pilings; plan development (e.g., 30 / 60 / 90 / 100 % and as-builts); precast concrete; preconstruction engineering and design; procurement costs; rebar repair or installation; reconstruction of underdeck concrete; seagrass studies; sheet piling; shore and slope protection; sidewalk and walkway systems; signage and way finding; steel; stormwater management; striping of roadway or storage areas; structural components; surveying; temporary structures; tie-back systems; turning basin widening and deepening; utilities; and, water quality protection structures.

D. Deliverable(s):

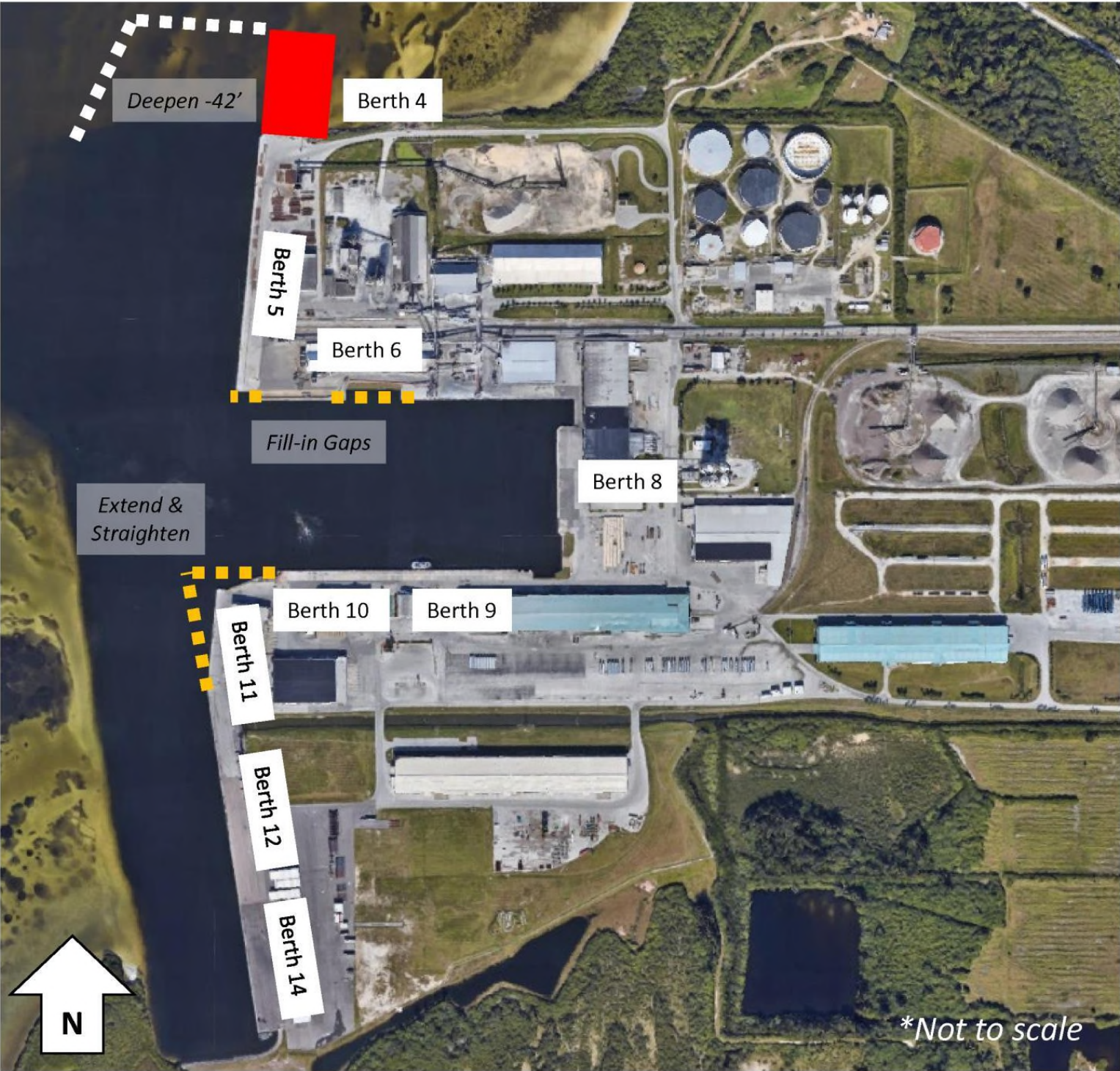
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

Project Location



**PUBLIC TRANSPORTATION
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EXHIBIT B**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
433457-1-94-09	DIS	088794	2025	751000	55.005	Seaport Grant Program	\$1,894,916.00
433457-1-94-09	DPTO	088794	2025	751000	55.005	Seaport Grant Program	\$11,260,000.00
433457-1-94-09	GMR	088794	2025	751000	55.005	Seaport Grant Program	\$95,084.00
433457-1-94-09	PORT	088794	2025	751000	55.005	Seaport Grant Program	\$3,000,000.00
433457-1-94-09	LF	088794	2025			Local Matching Funds	\$5,416,667.00
Total Financial Assistance							\$21,666,667.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$16,250,000.00	\$5,416,667.00	\$0.00	\$21,666,667.00	75.00	25.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$16,250,000.00	\$5,416,667.00	\$0.00	\$21,666,667.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Amanda Tyner, MPA

Department Grant Manager Name

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DocuSigned by:
Amanda Tyner
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Signature

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Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, FDOT District 1 Freight & Seaport Coordinator (email: amanda.tyner@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is FDOT District 1 Freight & Seaport Coordinator, Amanda Tyner.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Phone: (863) 519-2362; Fax: (239) 338-2353

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
 PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

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3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. Inspection or verification and approval of deliverables. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

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K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Program

CSFA Number: 55.005

***Award Amount:** \$16,250,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Amanda.Tyner@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

G3200

8/27/2024

CONTRACT INFORMATION

Contract:	G3200
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	COUNTY OF MANATEE
Vendor ID:	F596000727160
Beginning Date of This Agreement:	08/26/2024
Ending Date of This Agreement:	04/30/2029
Contract Total/Budgetary Ceiling:	ct = \$16,250,000.00
Description:	Berth Rehabilitation and Reconstruction

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 8/27/2024

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55012020129
Expansion Option:	A6
Object Code:	751000
Amount:	\$16,250,000.00
Financial Project:	43345719409
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088794/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$16,250,000.00

Tyner, Amanda

From: Melton, Ashley on behalf of D1 WPAUTH
Sent: Friday, August 23, 2024 7:33 AM
To: Tyner, Amanda; D1 WPAUTH
Subject: RE: FPN 433457-1-94-09

Enter into CFM 8/27/2024. Thanks!

Ashley Melton
Federal Aid Program Coordinator
District One Program Management
Florida Department of Transportation
Office: (863) 519-2549


From: Tyner, Amanda <Amanda.Tyner@dot.state.fl.us>
Sent: Wednesday, August 21, 2024 1:16 PM
To: D1 WPAUTH <D1.WPAUTH@dot.state.fl.us>
Subject: FPN 433457-1-94-09

Good afternoon,

Please authorize the following funds:

FPN: 433457-1-94-09
Fiscal Year: 2025
Fund: DIS
Program: 76
Amount: \$1,894,916

FPN: 433457-1-94-09
Fiscal Year: 2025
Fund: DPTO
Program: 76
Amount: \$11,260,000

FPN: 433457-1-94-09
Fiscal Year: 2025
Fund: GMR
Program: 76
Amount: \$95,084

These funds are associated with the PTGA agreement to support SeaPort Manatee’s next phase of berth rehabilitation.

Thanks,

Amanda L. Tyner, MPA, MPE
District Freight & Seaport Coordinator
FDOT – District One, ISD Office
(O) 863.519.2913 | (C) 863.991.5020
Email: amanda.tyner@dot.state.fl.us



*Confidentiality Notice: This e-mail communication and any attachments may contain confidential and privileged information for the use of the designated recipients named above. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and delete the original message and destroy all copies.

9. Berth Reconstruction Professional Services Contract Award

Berth Reconstruction Planning, Permitting, & Design

- RFQ issued April 23, 2026, with five responses received
- June 16, 2026, approval of rankings and initiation of contract negotiations with top ranked firm, HDR Engineering Inc
- Final contract negotiations and proposal for Pre-Engineering Phase (first phase of scope) complete

RECOMMENDATION:

- Move to approve and authorize the Chairman to execute the contract between the MCPA and HDR Engineering Inc in the amount of \$3,483,369.81 and approve a contingency of \$200,000.00.

