

REQUEST FOR QUALIFICATIONS
No. 23-R081671DJ
CANAL ROAD SEGMENT I
GEOTECHNICAL SERVICES
PROJECT NUMBER 6094360
MAY 4, 2023

Manatee County BCC
Procurement Division
1112 Manatee Avenue West Ste 803
Bradenton, FL 34205
purchasing@mymanatee.org



ADVERTISEMENT

REQUEST FOR QUALIFICATIONS NO. 23-R081671DJ

CANAL ROAD SEGMENT I GEOTECHNICAL SERVICES

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive qualification proposal responses (Proposals) from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide Geotechnical Services as specified in this Request for Qualifications.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Proposals in response to this RFQ is **June 13, 2023 by 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative by the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803.

SOLICITATION INFORMATION CONFERENCE:

There is no Information Conference scheduled for this Request for Qualifications.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Qualifications to the Manatee County Procurement Division is May 19, 2023. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Dave Janney, Procurement Agent III
(941) 749-3056, Fax (941) 749-3034
Email: Dave.Janney@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO PROPOSERS

In order to receive consideration, Proposers must meet the minimum qualification requirements, submit the required forms and information, and comply with the instructions as follows. Proposals will be accepted from a single business entity, joint venture, partnership or corporation. The County intends to award an agreement(s) for the provision of Geotechnical services as identified in this RFQ.

A.01 INFORMATION CONFERENCE

There is no Solicitation Information Conference scheduled for this Request for Qualifications.

A.02 DUE DATE AND TIME

The Due Date and Time for submission of Proposals in response to this Request for Qualifications (RFQ) is **June 13, 2023 by 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its Proposal to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a Proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

A.03 PUBLIC OPENING OF RESPONSES

Sealed Proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Proposers or their representatives may attend the Proposal opening.

Manatee County will make public at the opening the names of the business entities which submitted a Proposal and city and state in which they reside. No review or analysis of the Proposals will be conducted at the Proposal opening.

A.04 SUBMISSION OF RESPONSES

The contents of the Proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- Three (3) bound copy(s) clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copy(s) clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password

protect or otherwise encrypt electronic Proposal copies. Electronic copies must contain an identical Proposal to the original.

Upon submission, all Proposals become the property of Manatee County which has the right to use any or all ideas presented in any Proposal submitted in response to this Request for Qualifications whether, or not, the Proposal is accepted.

Submit the Proposal package in a sealed container with the following information clearly marked on the outside of the package: RFQ No. 23-R081671DJ, Canal Road Segment I Geotechnical Services, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.05 ORGANIZATION OF RESPONSES

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Exhibit 2, Proposal Response, identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposal Signature Form must be signed by an official or other individual authorized to make representations for the Proposer.

A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFQ are distributed electronically and available for download at no charge at www.mymanatee.org > *Business* > *Bids and Proposals*. Documents may be viewed and downloaded for printing using Adobe Reader® or Microsoft software, as applicable.

At its sole discretion, the County may utilize a third-party provider to distribute Proposals. For more information regarding this service visit the Procurement webpage of the County website. Utilization of this third-party service is not a requirement for doing business with Manatee County.

Additionally, the RFQ and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manasota Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

A.07 ADDENDA

Any interpretations, corrections or changes to this RFQ will be made by addendum. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/> > *Business > Bids and Proposals*. For those solicitations that are advertised on a third-party website, addenda will likewise be posted on the third-party website.

All addenda are a part of the RFQ and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to obtain, read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

A.08 RESPONSE EXPENSES

All costs incurred by Proposer in responding to this RFQ and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

A.09 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFQ documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this RFQ shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org. All questions received and responses given will be provided to potential Proposers via an addendum to this RFQ

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

A.10 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Proposal, and the attribute, condition or capability is a requirement of this RFQ. Such Proposer will be disqualified from consideration for this RFQ and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.11 WITHDRAWAL OR REVISION OF RESPONSES

Proposers may withdraw Proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its Proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Proposals. A copy of the request shall be retained, and the unopened Proposal returned to the Proposer; or
- b. After the Proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
 1. The mistake is clearly evident in the solicitation document; or
 2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing and approved by the Procurement Official.

A.12 JOINT VENTURES

Proposers intending to submit a Proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.13 LOBBYING

After the issuance of any solicitation, no prospective Proposer, or their agents, representatives or persons acting at the request of such Proposer, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.14 EXAMINATION OF RESPONSES

The examination and evaluation of the Proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

A.15 ERRORS OR OMISSIONS

Once a Proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the Proposal other than as identified in paragraph A.11.

A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The County will conduct a due diligence review of all Proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a Proposal that conforms in all material respects to the requirements of this RFQ and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFQ. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

A.17 RESERVED RIGHTS

The County reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one Proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

A.18 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

A.19 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Proposer is prohibited from delineating a separate line item in its Proposal for any sales or service taxes.

The Successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on

account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

A.20 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

A.21 COLLUSION

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

A.22 CODE OF ETHICS

With respect to this Request for Qualifications, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFQ, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

A.23 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, Successful Proposer, 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 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer is to complete Form 3 and submit with your Proposal.

A.24 AMERICANS WITH DISABILITIES

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or Proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

A.25 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request for Qualifications and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Successful Proposer Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

A.27 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records", and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the Proposals shall be conducted at the public opening.

If County rejects all Proposals and concurrently notices its intent to reissue the solicitation, the rejected Proposals are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A Proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all Proposals.

Pursuant to Florida Statute 119.0701, to the extent Successful Proposer is performing services on behalf of County, Successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Proposer transfers all public records to County upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: (941) 742-5845
EMAIL: DEBBIE.SCACCIAOCE@MYMANATEE.ORG
ATTN: RECORDS MANAGER
1112 MANATEE AVENUE WEST
BRADENTON, FL 34205

A.28 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Notwithstanding any other provision in this solicitation, designation of the entire proposal as ‘trade secret’, ‘proprietary’, or ‘confidential’ is not permitted and may result in a determination that the Proposal is non-responsive and therefore the proposal will not be evaluated or considered.

Except for materials that are ‘trade secrets’ as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposal shall belong exclusively to County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

- a. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
- b. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- c. That after notice from County that a public records request has been made pursuant to Proposer’s proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of

notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Proposer shall indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County's non-disclosure of the trade secret materials.

A.29 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 1. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

A.30 E-VERIFY

Prior to the employment of any person under this contract, the Successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a Proposal in response to this RFQ, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

A.31 LICENSES AND PERMITS

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.32 MINIMUM WAGE REQUIREMENTS

The successful Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to the Agreement.

A.33 PROTEST

Any actual bidder, Proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

A.34 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the

required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation

A.35 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501, X3014.**

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

Where not fully compliant with these requirements and best practices, Successful Proposer shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Successful Proposer shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.36 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the County's website (www.mymanatee.org > *Business > Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
There is no Solicitation Information Conference scheduled for this Request for Qualifications.	
Question and Clarification Deadline	May 19, 2023
Final Addendum Posted	May 26, 2023
Proposal Due Date and Time	June 13, 2023, by 3:00 PM
Technical Evaluation Meeting	TBD
Technical Evaluation Meeting	TBD
Interviews/Presentations/Demonstrations (if conducted)	TBD
Final Evaluation Meeting (if required)	TBD

Projected Award	August 2023
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END SECTION A

SECTION B, EVALUATION OF RESPONSES

B.01 EVALUATION

A due diligence review will be conducted to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation and to determine if the Proposer is a responsible Proposer.

A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. A responsible Proposer is a Proposer which the County affirmatively determines has the ability, capability and skill to perform under the terms of the agreement; can provide the materials and/or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meets the minimum qualification requirements in this RFQ.

Evaluation of Proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate and score the Proposals for each of the evaluation criteria. The committee will consider all information submitted by each responsible and responsive Proposer; clarification information provided by Proposer; information obtained during the interviews, presentations, or demonstrations; feedback received from Proposer's references; and any other relevant information received during any investigation of Proposer to ascertain the ability of the Proposer to perform the Scope of Services as stated in this RFQ.

B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFQ.

Evaluation Criteria	Maximum Points
Proposer & Team's Experience	30
Approach to Project Management	20
Organizational Structure and Capacity	30
Similar Completed Projects	20

B.03 CLARIFICATIONS, INTERVIEWS, PRESENTATIONS, DEMONSTRATIONS

As part of the evaluation process, the evaluation committee will determine a list of those responsive and responsible Proposals that are deemed by the committee as having a reasonable probability of being selected for award (Short List). At a minimum, the evaluation committee shall conduct discussions with the Short List Proposers and may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the Proposal submitted. Additional information and clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the Short List Proposers will be invited to meet with the committee. The information gained from these interviews, presentations, or demonstrations will be part of the committee's consideration in making a recommendation for award. Therefore, Proposers should make arrangements to attend, if invited.

The interviews, presentations and demonstrations are closed to the public to the extent permitted by law.

In the final evaluations, each evaluator will consider the information obtained from the proposals as well as the discussions and clarifications presented during the presentations. As part of the final evaluations, the initial technical evaluation scores for each short-listed firm, in each of the evaluation criterion, will be discussed by the evaluation committee and are subject to change.

B.04 RECOMMENDATION FOR NEGOTIATION

The evaluation committee will determine from the responses to this RFQ and subsequent investigations, the Proposer(s) who best meets the County's requirements. Upon completion of the technical evaluations, the evaluation committee will make a recommendation as to the Proposer(s) which the County should enter into negotiations, if any. The County will notice the Intent to Negotiate, in the same manner the original Request for Qualifications document was noticed prior to commencing negotiations.

Upon approval to commence negotiations, the recommended Proposer(s) shall submit one original hard copy and one electronic copy on a CD or USB flash drive of its pricing proposal. The pricing information should show a categorical breakout of the pricing, with any alternates or options clearly identified. The pricing information shall be clear and unambiguous to facilitate evaluation of the prices submitted.

The County will conduct negotiations with the highest scoring Proposer. If the County and the highest-scored Proposer cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at its sole discretion, begin negotiations with the next highest-scored Proposer(s). This process may continue until a contract acceptable to the County has been negotiated or all Proposals are rejected.

B.05 RECOMMENDATION FOR AWARD

Upon successful completion of negotiations, a recommendation for award to the successful Proposer(s) will be presented for approval per County ordinances, policies and procedures.

END SECTION B

SECTION C, AWARD OF THE AGREEMENT

C.01 GENERAL

By submitting a Proposal, Proposer understands and agrees:

- a. The Proposal and all subsequent information requested by the County during the procurement process will serve as a basis for the Agreement.
- b. All products and papers produced during the Agreement period become the property of Manatee County upon termination or completion of the engagement.

C.02 AGREEMENT

The successful Proposer(s) will be required to execute the Agreement in a form and with provisions acceptable to the County (See Exhibit 9, Sample Agreement). The County (as Owner) will execute this Agreement with the successful Proposer (as Consultant).

The negotiated Agreement may or may not include all elements of this RFQ or the Proposal submitted by the successful Proposer(s) where alternatives provide best value, are desirable to the County, and the parties agree to such terms. Negotiations of the terms of the Agreement, may include specifications, scope of project, price, the Agreement period, renewal, or any other relevant provisions.

C.03 AWARD

County does not make award to a Proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Proposer's statement is discovered to be false, Proposer will be subject to suspension and debarment and County may terminate any contract it has with Proposer.

Award of the Agreement is subject to approval as provided for in the Manatee County Procurement Code.

END SECTION C

SECTION D, FORMS

FORM 1 - ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Proposer's information below:

_____ Name of Proposer	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	_____ Website Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Official Date

FORM 2 - PROPOSAL SIGNATURE FORM

The undersigned represents that by signing this Proposal Signature Form that:

- (1) He/she has the authority and approval of the legal entity purporting to submit the Proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable; and
- (2) All facts and responses set forth in the Proposal are true and correct; and
- (3) If the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in this RFQ; and
- (4) By submitting a Proposal and signing below, the Proposer agrees to the terms and conditions in this RFQ, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Agreement, of which a sample is incorporated into this RFQ as Exhibit 9. The Proposer understands that if it submits exceptions to the Sample Agreement in its Proposal, the Proposer may be determined non-responsive.

Print or type Proposer's information below:

_____ Name of Proposer	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	_____ Web Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Officer Date

**FORM 3 - PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION**

SWORN STATEMENT PURSUANT TO MANATEE COUNTY PROCUREMENT CODE
SECTION 2-26 ARTICLE V,

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 Manatee County by

[print individual's name and title]

for _____

[name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

_____. If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement:

I, the undersigned, understand that no person or entity shall be awarded or receive a
County contract for public improvements, procurement of goods or services (including
professional services) or a county lease, franchise, concession or management agreement,
or shall receive a grant of County monies unless such person or entity has submitted a
written certification to County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of
Manatee County, 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 Proposers or prospective
Proposers 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, as determined by the
County, 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 and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he/she 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, 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 Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

Signature of Contractor Representative

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____
by _____. ☐ Personally known OR ☐ Produced the
following identification

[Type of identification]

Notary Public Signature

My commission expires _____

[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.

FORM 4 - CONFLICT OF INTEREST DISCLOSURE FORM

The award of an agreement resulting from this RFQ is subject to the provisions of Manatee County Code of Laws. Proposer must disclose within its Proposal: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, Proposer must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches, divisions, or affiliates.

By signing below, Proposer confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of my knowledge, the undersigned firm has no potential conflict of interest for this RFQ.

_____ The undersigned firm, by execution of this form, submits information which may be a potential conflict of interest for this RFQ.

Acknowledged and attested to by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Return this fully executed form with your Proposal.

FORM 5 - NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____,
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is _____ of _____, the
Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: _____ Title: _____

- b. He/She is fully informed respecting the preparation and contents of the attached Request
for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives,
employees, or parties in interest, including this affiant, has in any way colluded,
conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or
person to submit a collusive or sham Proposal in connection with the Solicitation and
contract for which the attached Proposal has been submitted or to refrain from proposing
in connection with such Solicitation and contract, or has in any manner, directly or
indirectly, sought by agreement or collusion or communication or conference with any
other Proposer, firm, or person to fix the price or prices in the attached Proposal or any
other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the
Proposal price of any other Proposer, or to secure through any collusion, conspiracy,
connivance, or unlawful agreement any advantage against the City or any person
interested in the proposed contract.

- d. The price or prices to be submitted shall be fair and proper and shall not be tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or
any of its agents, representatives, owners, employees, or parties in interest, including this
affiant.

Signature: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____
20__, by _____, who is personally known to me OR has produced
_____ as identification.

Notary Signature _____

Notary Name: _____

Notary Public (State): _____

My Commission No: _____
Expires on: _____
SEAL

FORM 6 - TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by an authorized official of Proposer (e.g., President, CEO, Partner, Managing Partner))

Name: _____

Title: _____

Date: _____

Signature: _____

FORM 7 – SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida State Statute Section 287.135 and must be executed and returned with Proposer's Proposal.

As of July 1, 2011, a company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company: _____

FEIN: _____

Address. _____

City/State/Zip. _____

I, _____, as a representative of _____
_____ certify and affirm that this entity is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Title

Printed Name

Date

FORM 8, INSURANCE REQUIREMENTS

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

☒ **Automobile Liability Insurance Required Limits**

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

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

This policy shall contain severability of interests’ provisions.

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

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

- \$1,000,000 Single Limit Per Occurrence
- \$1,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests’ provisions.

☒ **Employer’s Liability Insurance**

Coverage limits of not less than:

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

- ☒ Worker's Compensation Insurance
- ☐ **US Longshoremen & Harbor Workers Act**
- ☐ **Jones Act Coverage**

Coverage limits of not less than:

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

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

☐ **Aircraft Liability Insurance Required Limits**

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

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

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

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

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

☐ **Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

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

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

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

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 1,000,000 General Aggregate

☐ **Builder's Risk Insurance**

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

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

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

☐ **Cyber Liability Insurance**

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

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

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

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

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government. All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

☐ ***Pollution Liability***

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

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

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

☐ ***Disposal***

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

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

☐ **Hazardous Waste Transportation Insurance**

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

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

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

☐ **Liquor Liability Insurance**

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

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

☐ **Garage Keeper’s Liability Insurance**

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

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

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

☐ **Bailee's Customer Liability Insurance**

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

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

- Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.

☐ **Hull and Watercraft Liability Insurance**

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

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

☐ **Other [Specify]**

BOND REQUIREMENTS

☐ **Bid Bond**

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

☐ **Payment and Performance Bond**

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

INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.
In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- b. The Successful Proposer'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable to All Policies

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, Successful Proposer will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

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

3. The project's solicitation number and title shall be listed on each certificate.
4. Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The Successful Proposer waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
10. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer'S obligation to provide and maintain the insurance coverage specified.
11. Successful Proposer understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S

rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

12. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

BONDING REQUIREMENTS

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

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

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

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

In addition, pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, prior to commencing work, the Successful Proposer shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the Successful Proposer until the Successful Proposer has complied with this paragraph.

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

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

FORM 8, INSURANCE STATEMENT
RFQ NO. 23-R081671DJ

THE UNDERSIGNED has read and understands the insurance requirements applicable to any Agreement resulting from this solicitation and shall provide the insurances required in this RFQ within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: _____ Date: _____

Signature
(Authorized
Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Return this signed statement with your proposal.

FORM 9, INDEMNITY AND HOLD HARMLESS

MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

The Successful Proposer shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Successful Proposer, its personnel, design professionals and other persons employed or utilized by the Successful Proposer in the performance of the Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to County. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. County reserves the right to defend itself with its own counsel or retained counsel at Successful Proposer's expense.

Signature of Authorized Official of Proposer: _____

Title: Date: _____

Project Number and /or Name: _____

Insurance Agent: _____

Acknowledgement:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____ [FULL LEGAL NAME],
who is

☐ Personally known to me

OR

☐ has produced _____ as identification.

Notary Signature _____

Print Name _____

Seal

SECTION E, EXHIBITS

Exhibit 1, Scope of Services

Exhibit 2, Proposal Requirements

Exhibit 3, Canal Road Segment 1 Lighting Plans

Exhibit 4, Canal Road Segment 1 Roadway Plans

Exhibit 5, Canal Road Segment 1 Signalization Plans

Exhibit 6, Canal Road Segment 1 Signing and Pavement Marking

Exhibit 7, Canal Road Segment 1 Utility Relocation Plans

Exhibit 8, HC185036 Canal Road Geotechnical Engineering Report

Exhibit 9, Sample Agreement

EXHIBIT 1

SCOPE OF SERVICES

1.01 BACKGROUND INFORMATION

The County is requesting proposals from qualified firms for the provision of construction phase geotechnical engineering and soils and materials testing services for the following project:

Canal Road
Segment 1
US 301 to 17th Street East

1.02 PROJECT DESCRIPTION

The successful Proposer (hereinafter in this scope referred to as Consultant) shall provide all labor and materials to perform construction phase geotechnical engineering and soils and materials testing services for the project listed above in Article 1.01.

Segment 1 consists of design and construct four (4) travel lanes between US 301 to north of 17th Street East. Include the realignment of Mendoza Road connecting 37th Street East to 39th Street East at Canal Road.

1.03 SCOPE OF SERVICES

Consultant shall provide all labor, materials, equipment, supplies and travel to perform the construction phase geotechnical engineering services to include:

1. Soils testing;
2. Materials testing;
3. Hydrological testing;
4. Structural testing;
5. Drill Shaft testing;
6. Field sampling and testing;
7. Laboratory testing;
8. Geotechnical Engineering Services;
9. Perform all the services in accordance with generally accepted geotechnical engineering professional standards;
10. Develop and maintain a project reporting system tracking all critical events, both scheduled and actual as necessary;
11. At a minimum, participate in project meetings on an as required basis to inform the Contract Manager of the status of the overall project schedule; noting exceptions and suggesting actions required to correct schedule exceptions;
12. Provide quality assurance and performance tracking of each project;
13. Ensure delivery schedules and the integrity of the products and materials required for the project;

1.04 GENERAL DUTIES OF THE CONSULTANT

The relationship of the Consultant to the County will be that of a professional consultant, and the Consultant will provide the professional and technical services required under the resulting Agreement in accordance with professional practices and ethical standards. No

employer/employee relationships shall be deemed to be established and the consultant, its agents, subcontractors, and employees shall be independent contractors at all times.

It shall be the responsibility of the Consultant to work with the County and apprise it of solutions to problems and the approach or technique to be used towards accomplishment of the County objectives as set forth in this RFQ, which will be made a part of the Agreement upon execution by both parties.

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

END OF EXHIBIT 1

EXHIBIT 2, PROPOSAL RESPONSE

This section identifies specific information which must be contained within the Proposal response and the order in which such information should be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience and capacity to perform the scope of services as stated in this RFQ and which Proposer(s) best meets the overall needs of the County. For more information on the evaluation process, refer to Section C, Evaluation of Responses.

2.01 INFORMATION TO BE SUBMITTED

The contents of each Response will be organized and arranged with tabs in the same order as listed below and with the same TAB numbers. The Response should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired. **NOTE: TABS 5, 6, 7 8 & 9 ARE LIMITED TO A TOTAL OF 25 DOUBLE-SIDED PAGES.**

2.02 RESPONSE FORMAT

TAB 1 - INTRODUCTION

Include the following in Tab 1 of the Response.

1. A cover page that identifies Proposer, the RFQ by title and the RFQ number.
2. An introductory letter/statement that describe your Response in summary form.
3. A table of contents.

TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2 submit the information and documentation requested that confirms Proposers meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. Proposer must possess current, valid licenses and certifications required under Florida Statute to perform professional engineering services for a minimum period of 10 years prior to May 1, 2013.

Submit information and documentation from the issuing agency that confirms Proposer and/or its subcontractor(s) meet the following:

- a. **Certified under Section 471.023, Florida Statutes, to practice or to offer to practice, engineering.**

3. Proposer must have been in business providing consulting services in geotechnical services in road and utility for a minimum of five (5) projects since May 1, 2020. Provide the following information for each qualifying project. Project clients will be contacted via email and must be agreeable to responding to an inquiry by the County.

- a. **Project name and location**
- b. **Client/Organization name**
- c. **Contact name**
- d. **Contact phone**
- e. **Contact email**
- f. **Project dates (Start/End)**

4. Proposer must possess a current FDOT Construction Training & Qualification Program (CTQP) certification to test the various components to include mast arm signal construction valid through the due date and time of proposal submission.

Provide a copy of the Proposer's FDOT CTQP certification enabling them to test the various components to include mast arm signal construction valid through the due date and time of proposal submission.

5. Proposer or its subcontractor(s) must possess a current drill shaft inspector's certification valid through the due date and time of proposal submission.

Provide a copy of the Proposer or subcontractor's drill shaft inspector's certification valid through the due date and time of proposal submission.

6. Proposer is not on the Florida Suspended or Debarred Vendor List

No documentation is required. The County will verify.

7. Proposer is not on the Federal Convicted Vendor or Excluded Parties list (SAM/EPLS)

No documentation is required. The County will verify.

8. Proposer is not on the Florida Department of Transportation Contractor Suspended List

No documentation is required. The County will verify.

9. If Proposer is submitting as a joint venture, it must have file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

If Proposer is a joint venture, provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation.

10. Proposer has no reported conflict of interests in relation to this RFQ.

If no conflicts of interests are present, Bidder must submit a fully completed copy of Form 4.

If there is a potential conflict of interest, on a separate page submit a statement to that affect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Bidder's firm or any of its branches.

TAB 3 – FORMS

Provide the completed and executed Forms listed below in Tab 3.

Form 1, Acknowledgement of Addenda
Form 2, Response Signature Form
Form 3, Public Contracting and Environmental Crimes Certification
Form 4, Conflict of Interest Disclosure
Form 5, Non-Collusion Affidavit
Form 6, Truth in Negotiation Certification
Form 7, Scrutinized Company Certification
Form 8, Insurance Statement
Form 9, Indemnity and Hold Harmless

TAB 4 - TRADE SECRETS

Pursuant to Section A.28, Trade Secrets, in Tab 4 identify any trade secret being claimed. Proposer must submit purported trade secret as follows:

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Response that are not being declared as trade secret. NOTE: Responses cannot be designated as 'Proprietary' or 'Confidential' in their entirety.
2. Proposer shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Proposer shall offer a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Proposer shall provide an additional electronic copy of its Response that redacts all designated trade secrets.

TAB 5 - PROPOSER STATEMENT OF ORGANIZATION

In Tab 5, provide information and documentation on Proposer as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer's company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer's W-9.
6. Contact information for Proposer's corporate headquarters and local office (if different) NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties.
 - a. Address
 - b. County, State, Zip
 - c. Phone
 - d. Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Provide supporting documentation from the certifying agent indicating Proposer is a certified Minority-owned Business Enterprise, if applicable.
9. Contact information for Proposer's primary and secondary representatives during this RFQ process to include the following information:
 - a. Name
 - b. Phone
 - c. E-mail
 - d. Mailing Address
 - e. County, State, Zip
10. Provide a brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.
11. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

(Remainder of this page intentionally left blank)

TAB 6 – RESPONDENT AND TEAM’S EXPERIENCE (30 POINTS)

In Tab 6, provide details of Proposer and its team’s experience to include the following:

1. Provide a summary of Proposer’s background, size and years in business.
2. Describe Proposer’s experience in construction phase geotechnical engineering services for other government agencies, particularly those within Florida.
3. Provide Proposer’s years of experience in construction phase geotechnical engineering services.
4. Identify and include information regarding experience and qualifications of Proposer’s key staff to be assigned to the services. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County, only relevant to the project.
5. Include the address of their current primary office location, email address and phone number.
6. Identify any proposed sub-consultants to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications applicable to their role in the provision of geotechnical engineering services for the County.
7. Describe any significant or unique accomplishments, recognition, or awards received by Proposer, its key personnel, or its subcontractors for previous similar services.
8. Provide a minimum of Three (3) client references for geotechnical engineering services performed by Proposer, who are agreeable to responding to an inquiry by the County. References should include the following information:
 - a. Client name
 - b. Client address
 - c. Client contact name
 - d. Client contact phone and fax numbers
 - e. Client contact email address
 - f. Brief description of work (1-2 sentences)
 - g. Performance period (start/end dates)
 - h. Total dollar value of contract

(Remainder of this page intentionally left blank)

TAB 7 – APPROACH (20 POINTS)

In Tab 7, provide Proposer's project approach to include the following:

1. A narrative of the project approach and an explanation of how this approach meets County objectives and requirements as specified in this RFQ.
2. An explanation of Proposer's technical ability to perform all facets of the scope of services defined in Exhibit 1. If more than one Proposer is jointly filing a Response, details must be provided to clearly demonstrate individual roles and responsibility for all components of the project.
3. Provide a narrative of the methodology for engaging with County representatives in-the-course of performing the duties.
4. Proposer shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
 - b. How Proposer physically plans on attending pre-scheduled meetings
 - c. How Proposer plans on ensuring accessibility and availability during the term of the Agreement
5. Proposer's Risk Management and Safety Plan that includes a list of risks related to the provision of services and Proposer's proposed mitigation procedures for each item.
6. Include a detailed description of the Proposer's safety plan to control the environment of the work site during on site construction.
7. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's approach to provide the required services.

(Remainder of this page intentionally left blank)

TAB 8 - ORGANIZATIONAL STRUCTURE AND CAPACITY (30 POINTS)

1. Submit details of Proposer's staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
2. Detail the location of the managing office and what plans will be adopted to ensure County citizens receive consideration for employment; and suppliers located within the County will be used for the acquisition of goods and services needed to perform the scope of services.
3. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
4. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County. For each individual in the organization diagram, include each individual's name, title, firm and indicate their functional relationship to each other.
5. If Proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
6. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
7. An explanation, in general terms, of Proposers' financial capacity to perform the scope of services. If Proposer is jointly filing a Response with other entities, details must be provided to demonstrate financial capacity of each entity.
8. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the Response files for subsequent use, review, and discussions during evaluations.
9. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
10. Detail Proposer and any subcontractor's current workloads and any projected changes to the workload within the next six months.
11. Provide a list of geotechnical engineering projects that have been awarded to the Proposer by Manatee County in the past two years since May 1, 2021. Include the following information for each:

- a. Name of the project.
 - b. Date of award.
 - c. Dollar value of the design work.
12. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's capacity to provide the required services.

(Remainder of this page intentionally left blank)

TAB 9 - SIMILAR COMPLETED PROJECTS (20 POINTS)

Provide a list of up to ten (10) projects, particularly those in Florida, which Proposer has provided construction phase geotechnical engineering services since May 1, 2013.

Include the following information:

- a. Organization/Owner name
- b. Address (County/State)
- c. Project date (Start/End)
- d. Proposer's role in the project (e.g., prime/lead, sub)
- e. Scope of work (Brief description 1-2 sentences)
- f. Total project costs

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section and are **excluded** from the page count.

END EXHIBIT 2

EXHIBIT 3, CANAL ROAD SEGMENT 1 LIGHTING PLANS

NOTE - This attachment is uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.

EXHIBIT 4, CANAL ROAD SEGMENT 1 ROADWAY PLANS

NOTE - This attachment is uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.

EXHIBIT 5, CANAL ROAD SEGMENT 1 SIGNALIZATION PLANS

NOTE - This attachment is uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.

EXHIBIT 6, CANAL ROAD SEGMENT 1 SIGNING AND PAVEMENT MARKING

NOTE - This attachment is uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.

EXHIBIT 7, CANAL ROAD SEGMENT 1 UTILITY RELOCATION PLANS

NOTE - This attachment is uploaded as a separate document on the Procurement page of the County website with the solicitation document and available for download.

EXHIBIT 8, HC185036 CANAL ROAD GEOTECHNICAL ENGINEERING REPORT



Geotechnical Engineering Report

Canal Road – Phase 1
Palmetto, Manatee County, Florida

June 1, 2021

Terracon Project No. HC185036

Prepared for:

HDR, Inc.
Sarasota, FL

Prepared by:

Terracon Consultants, Inc.
Sarasota, Florida



June 1, 2021

HDR, Inc.
2601 Cattlemen Road, Suite 400
Sarasota, FL 34232



Attn: Mr. Jason Starr, P.E.
P: (941) 342-2711
E: Jason.Starr@hdrinc.com

Re: Geotechnical Engineering Report
Canal Road – Phase 1
Palmetto, Manatee County, Florida
Terracon Project No. HC185036

Dear Mr. Starr:

We have completed the Geotechnical Engineering services for the above referenced project. This study was performed in general accordance with Terracon Proposal for Supplemental Geotechnical Engineering Services dated February 20, 2020 and authorized on July 23, 2020. This report presents the findings of the subsurface exploration and provides geotechnical recommendations to aid in the design of the roadway.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,
Terracon Consultants, Inc.

James M. Jackson, P.E.
Department Manager
FL License No. 77733

Douglas S. Dunkelberger, P.E.
Principal
FL License No. 33317

This item has been digitally signed and sealed by James M. Jackson, P.E. on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SME Review By: Keith D. Bennett, P.E.

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Note: This report was originally delivered in a web-based format. **Orange Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the **GeoReport** logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

APPENDICES

APPENDIX A – FIELD EXPLORATION

APPENDIX B – LABORATORY TESTING

APPENDIX C – SUPPORTING INFORMATION

Note: Refer to each individual Attachment for a listing of contents.

Geotechnical Engineering Report

Canal Road – Phase 1 ■ Palmetto, Manatee County, Florida

June 1, 2021 ■ Terracon Project No. HC185036



REPORT SUMMARY

Topic ¹	Overview Statement ²
Project Description	The approximately 0.87-mile segment (Phase 1) of Canal Road is to be widened from two lanes to a four-lane divided section. Associated drainage improvements (ponds and stormwater conveyance system) are planned as part of the roadway improvements.
Subsurface Conditions	In general, the borings found a thin layer of fine sand with varying thicknesses of silt and clay over soft to hard limestone which was recovered from the split-spoon samples as calcareous silt. Groundwater was found at depths ranging from the surface to about 3 to 8 feet bgs. As an exception, organic soils were found in roadway boring AB-109R and pond boring BC-CR1C-1 at depths ranging from about 0 to 4 feet bgs.
Roadway Embankment	This section provides recommendations for roadway embankment soils.
Earthwork	Remove topsoil, organic soils, and other large vegetative matter from the planned pavement areas in accordance with FDOT Standard Plans. Densify the existing sandy soils for support of the proposed pavements.
Stormwater Retention	This section provides recommendations for potential re-use of the excavated soils as borrow along with anticipated excavation conditions.
Below Grade Structures	This section provides lateral earth pressure parameters and foundation design parameters to aid in the design of below-grade structures (box culverts and temporary walls).
General Comments	This section contains important information about the limitations of this geotechnical engineering report.
<ol style="list-style-type: none">1. If the reader is reviewing this report as a pdf, the topics above can be used to access the appropriate section of the report by simply clicking on the topic itself.2. This summary is for convenience only. It should be used in conjunction with the entire report for design purposes.	

Geotechnical Engineering Report

Canal Road – Phase 1

Palmetto, Manatee County, Florida

Terracon Project No. HC185036

June 1, 2021

1.0 INTRODUCTION

Terracon Consultants, Inc. (Terracon) is pleased to submit this report detailing the completed geotechnical engineering services performed for the proposed improvements to Canal Road from US-301 to 22nd Lane East in Palmetto, Manatee County, Florida. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Site preparation and earthwork
- Roadway subgrade
- Groundwater conditions
- Lateral earth pressure parameters

Our geotechnical engineering scope of work for this phase of the project included the following:

- n Drilling 24 SPT box culvert borings to depths ranging from about 30 to 40 feet below the existing ground surface (bgs);
- n Drilling 45 roadway auger borings to depths ranging from about 1½ to 5 feet bgs;
- n Drilling four SPT pond borings to depths of about 16 feet bgs;
- n Drilling three SPT signal borings to depths of about 30 feet bgs;
- n Installing shallow groundwater monitoring wells at each of the pond boring locations and at seven locations along the roadway to allow for stabilized groundwater level measurements;
- n Borehole Permeability (BHP) testing at the four pond boring locations;
- n Laboratory Limerock Bearing Ratio (LBR) testing of five subgrade soil samples;
- n Laboratory moisture content, sieve analysis, and Atterberg limits testing of soil samples;
- n Laboratory corrosion series (pH, sulfate, chloride, and electrical resistivity) testing of soil samples;
- n Preparation of this report.

The locations of the borings are shown on the Exploration Plans (Exhibits A-4A through A-4C) in Appendix A. Logs of each boring are also included in Appendix A. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included on the boring logs and in Appendix B.

2.0 PROJECT INFORMATION

2.1 Project Description

Item	Description
Proposed Project	The existing two-lane road is to be demolished and a new, four-lane road with a center median is to be constructed. The project has been separated into three phases. This report has been prepared for Phase 1 which is approximately 0.87 miles in length and generally located between US-301 and 22 nd Lane East.
Proposed Structures	<p>New mast arm signal poles supported on drilled shaft foundations, a box culvert, and temporary sheet pile or soldier pile walls are also planned. The new signal poles are planned for the following intersections in Phase 1:</p> <ul style="list-style-type: none"> ■ US-301 – 3 poles ■ 17th Street East – 4 poles <p>The locations of the signal poles have not been finalized at the 17th Street East intersection. Therefore, recommendations for the signal pole foundations at that intersection will be provided in an addendum report.</p>
Below Grade Structures	A box culvert is planned to replace the existing canal on the west side of the road. Additionally, sheet pile retaining walls are to be designed to temporarily support excavations required for culvert placement.
Grading/Slopes	We anticipate fill thicknesses to be moderate on the east side (about 3 to 4 feet) and significant (deep or thick) on the west side where an existing canal is to be replaced by a box culvert.
Pavements	We understand the pavement design will be completed by HDR. Terracon has provided LBR information for the existing subgrade soils.
Stormwater Management	Two stormwater ponds are planned for this phase of the design. Pond CR1B2 is about 1.4-acres in size and Pond CR1C is about 6 acres.

2.2 Site Location and Description

ITEM	DESCRIPTION
Location	The project is located along Canal Road on the north side of US-301 in Palmetto, Manatee County, Florida. Phase 1 is located between US-301 and 22 nd Lane East.
Existing improvements	Canal Road is a paved two-lane roadway with turn lanes and drainage ditches. A railroad crossing exists between 12 th Street East and Oakwood Avenue.

ITEM	DESCRIPTION
Current ground cover	The site is currently covered in short grasses.
Existing topography	The <i>Plan and Profile Sheets 3 to 11, Sta. 100+00 to 152+17.65</i> dated January 2019 by Manatee County show existing ground surface elevations ranging from about +8 feet-NAVD at the south end of the site to about +17 feet-NAVD at the north end of the site. The bottom of the existing canal located on the west side of the road ranged from an elevation of about +1 feet-NAVD at the south end to about +8 feet-NAVD at the north end.

2.3 Historical Aerial Review

Historical aerial photographs from the Agricultural Stabilization and Conservation Service (ASCS), United States Geological Survey (USGS), Florida Department of Transportation (FDOT), and the United States Department of Agriculture (USDA) were reviewed. A listing of the aerial photographs that were reviewed is provided below:

- ASCS: 1940, 1951, 1957
- USGS: 1962, 1969, 1984, 1995, 1998
- FDOT: 1991
- USDA: 2005-2007, 2010, 2013, 2015, 2017, 2019

The aerial photographs depict Canal Road and the existing drainage canal in place from at least 1940. The railroad crossing located about ¼ mile north of US-301 is also apparent in the 1940 aerial photograph. The surrounding area consists of pasture land and citrus groves from at least 1940 to 1962, when a residential subdivision was constructed at the northeast corner of Canal Road and 17th Street East. Several additional commercial, residential, and warehouse buildings were constructed along Canal Road from 1969 to the present day. The L-shaped stormwater retention pond located adjacent to planned pond CR1B2 was constructed sometime between 1998 and 2005. An additional pond was constructed between 2005 and 2006 as part of the residential development located at the north end of Phase 1 at 22nd Lane East. The aerial photographs are included in the **Supporting Information** Section.

3.0 SUBSURFACE CONDITIONS

3.1 Site Geology

Florida is the emergent part of a large platform, called the Floridian Plateau, which projects southward from the continental mass and separates the deep water of the Atlantic Ocean from that of the Gulf of Mexico.

The geology of the site, based on review of Bulletin No. 59, *The Lithostratigraphy of the Hawthorn Group (Miocene) of Florida* (1988) is generally characterized as undifferentiated sand from the surface to about 0 feet-NAVD. The Arcadia Formation is found below the upper sands and generally consists of limestone/dolostone hard clays and silts. Below the Arcadia Formation is the Tampa Member at an elevation of about -250 feet-NAVD. The Tampa Member generally consists of limestone with subordinate dolostone, sands, and clays. The Tampa Member is underlain by Suwannee Limestone at an elevation of about -350 feet-NAVD.

3.2 Soil Survey

The Soil Survey for Manatee County, Florida, as prepared by the United States Department of Agriculture (USDA), Soil Conservation Service (now renamed the Natural Resource Conservation Service - NRCS), identifies three soil types at the subject site as shown in the table below.

The Web Soil Survey (WSS) map of the project area was reviewed and a map encompassing the project area is included as Exhibit A-2 in Appendix A. The WSS presents shallow (typically upper 80 inches) soil stratification information produced and compiled by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). Exhibit A-2 identifies the soil map units documented by the NRCS in the project area. The typical stratification, typical values/ranges of permeability, and estimated seasonal high groundwater levels for the map units, are given in the following table.

Summary of Soils in Project Vicinity – From NRCS Web Soil Survey				
Map Unit No. and Name	Stratification			Estimated Seasonal High Groundwater Level (feet-bgs)
	Depth Range	Unified Soil Classification	Permeability (in/hr)	
5 – Bradenton fine sand, limestone substratum	0 – 6	A-3, A-2-4	6.0 – 20	< 0.8
	6 – 13	A-3, A-2-4	6.0 – 20	
	13 – 47	A-2-4, A-2-6	0.6 – 2.0	
	47 – 77	Limestone	-	
	77 – 80	A-3, A-2-4, A-2-6, A-6	0.6 – 6.0	
13 – Chobee loamy sand, frequently ponded	0 – 8	A-2-4	2.0 – 6.0	< 0.8
	8 – 51	A-2-6, A-2-7, A-6, A-7	< 0.2	
	51 – 80	A-2-4, A-2-6, A-6, A-7	0.2 – 6.0	
14 – Chobee variant sandy clay loam	0 – 20	A-6, A-7	0.06 – 0.2	< 0.8
	20 – 35	A-6, A-7	0.06 – 0.2	
	35 – 40	A-2-4, A-2-6, A-6, A-7	0.06 – 0.6	
	40 – 80	A-3, A-2-4	6.0 – 20	

In general, the soil survey maps the site as silty/clayey sands and sandy clays over limestone with a near-surface groundwater level.

It should be noted that the NRCS Soil Survey is not intended as a substitute for site-specific geotechnical exploration; rather it is a useful tool in planning a project scope in that it provides information relative to the soil types likely to be encountered. Boundaries between adjacent soil types on the NRCS Soil Survey maps are approximate. In general, the shallow subsurface conditions identified in the borings conducted for this project generally agree with the NRCS Soil Survey.

3.3 Typical Subsurface Profile

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. Conditions encountered at each exploration point are indicated on the individual logs. The individual logs can be found in the **Exploration Results** section along with the Roadway Soil Survey.

As part of our analyses, we identified the following soil strata within the subsurface profile.

Stratum No.	Layer Name	General Description
1	Organic Material	Dark brown to black slightly silty fine sand with organics (A-8)
2	Silty Sand	Light brown to brown silty fine sand with limestone fragments (A-2-4)
3	Clayey Sand	Brown, dark brown, and gray clayey fine sand with limestone fragments (A-2-6)
4	Sandy Clay	Dark brown and dark gray sandy clay with limestone fragments (A-7-6)
5	Limestone	Limestone, soft to hard ¹ , recovered in the split-spoon sampler as calcareous silt with occasional clay seams

1. Soft limestone refers to material containing limestone fragments with SPT N-values less than or equal to 50 blows per foot (ref. Florida Department of Transportation Soils and Foundations Handbook, 2020). Hard limestone corresponds to N-values > 50 blows per foot. The description of "relative hardness" should not be applied to constructability items such as excavating, pile driving and/or pile augering.

It should be noted that the "Soft Limestone" designation does not necessarily mean that the limestone will be easy to excavate and/or drill as part of the construction activities. Difficult excavation/drilling should be anticipated throughout the limestone layer.

Specific conditions encountered at each auger and SPT boring are indicated on the individual logs included in Appendix A of this report. Stratification boundaries on the logs and profiles represent the approximate location of changes in soil types; in-situ, the transition between materials may be more gradual.

3.4 Groundwater

Shallow groundwater monitoring wells were installed in the planned stormwater ponds and at select locations along the roadway alignment for the collection of stabilized groundwater levels. Groundwater level measurements were made on a weekly basis during the month of October 2020 at the pond locations and twice during the month of December 2020 in the roadway locations. The results of the weekly groundwater level measurements along with our estimated Seasonal High Groundwater Levels (SHGWs) are summarized on the following tables.

Estimated SHGWL - Ponds						
Location	Approximate Elevation of Ground Surface ¹ (Feet-NAVD)	Encountered Groundwater Elevation ¹ (Feet-NAVD)				Estimated Seasonal High Groundwater Level (Feet-NAVD)
		10-7-20	10-16-20	10-22-20	10-28-20	
Pond CR1B2						
B-1B2-1	+9.02	+4.52	+4.12	+4.00	+4.02	+7.4
B-1B2-1	+9.86	+5.36	+4.86	+4.77	+4.76	
Pond CR1C						
B-1C-1	+7.83	+6.73	+6.03	+5.83	+5.83	+8.8
B-1C-3	+11.80	+6.90	+9.20	+5.85	+5.70	

1. Elevations were provided by Florida Design Consultants, Inc.

Estimated SHGWL - Roadway				
Location	Approximate Elevation of Ground Surface ¹ (Feet-NAVD)	Encountered Groundwater Elevation ¹ (Feet-NAVD)		Estimated Seasonal High Groundwater Level (Feet-NAVD)
		12-2-20	12-11-20	
AB-104R	+6.62	+4.45	+4.45	+5.5
AB-109R	+7.50	+3.90	+3.90	+6.3
AB-113R	+8.37	+3.47	+3.67	+6.9
AB-128R	+12.07	+5.37	+5.77	+9.1
AB-134R	+16.09	+7.29	+7.39	+10.0

Estimated SHGWL - Roadway				
Location	Approximate Elevation of Ground Surface ¹ (Feet-NAVD)	Encountered Groundwater Elevation ¹ (Feet-NAVD)		Estimated Seasonal High Groundwater Level (Feet-NAVD)
		12-2-20	12-11-20	
AB-140R	+15.64	+8.84	+8.84	+11.5
AB-144R	+14.21	+8.81	+8.71	+11.5

1. Elevations were provided by Florida Design Consultants, Inc.

As presented herein, the SHGWL is the highest sustained groundwater elevation during a typical (normal or average rainfall amount) wet season and not the peak groundwater elevation immediately following a major storm event. Therefore, the SHGWL referred to in this report is an average, high value and not necessarily a peak (upper bound) value. The SHGWL generally occurs at the end of the wet season which the Southwest Florida Water Management District (SWFWMD) identifies as the four months of June through September.

The best and most accurate method of determining the SHGWL is to obtain real-time site-specific groundwater data through an entire hydro period (dry and wet seasons) during a year with normal rainfall. However, due to the project's design schedule, this was not feasible. Therefore, our SHGWL estimates are based on the stabilized groundwater measurements made in October and December 2020, review of existing permitted stormwater pond information located along the project alignment, and review of rainfall data published by the SWFWMD.

The L-shaped pond located adjacent to planned pond CR1B2 has a design SHGWL of +7.4 feet-NAVD and the pond at the north end of Phase 1, near 22nd Lane East has a design SHGWL of +11.5 feet-NAVD. Based on this information, groundwater levels appear to have a north-to-south gradient declining towards the Manatee River. This is further supported by water level elevations that were surveyed in the existing canal ranging from about +10 feet-NAVD at the north end and +1.7 feet-NAVD at the south end of Phase 1. The water levels were measured on November 3, 2020 by Florida Design Consultants, Inc.

The *Hydrologic Conditions* reports for October and November 2020 published by the SWFWMD show indicate October rainfall was "Normal" and November rainfall was "Very Wet". Additionally, the calendar year cumulative rainfall for 2020 is 50.36 inches and the historical cumulative rainfall is 51.42 inches. The report indicates that the rainfall total for the year is "Normal". Based on this information, our groundwater level measurements made in October and December 2020 were made during a time of relatively "normal" rainfall.

The data discussed above suggests that the groundwater levels along the roadway alignment fall from the north to south end at a rate of about 0.15 feet per 100 linear feet. This gradient, along with the permitted SHGWs of the existing ponds and our stabilized groundwater level measurements, served as the basis of our SHGWL estimate. In the absence of data collected during the wet season, we consider the accuracy of our SHGWL estimates at $\pm\frac{1}{2}$ foot.

3.5 Field Permeability Test Results

Soils at the piezometer locations were tested for field permeability using the constant head test, where each piezometer pipe was filled with water to the top of casing and maintained at that level using a measured volume of water over a finite period of time. Using the “packer” analogy, the data was then input to an equation developed by the U. S. Bureau of Reclamation, and presented by Harry Cedergren in his text “Seepage, Drainage and Flow Nets”, published in 1977, which is as follows:

$$k_h = \frac{q}{2p Lh} \log_e \frac{L}{r} \quad \text{For } L \geq 10r$$

Where: k_h = Horiz. permeability, feet/sec; q = flow, cubic feet per second, cfs
 L = Screen length, feet; h = head, feet
 r = Borehole radius, feet

Field data from the permeability testing is included in Appendix A and summarized in the following table.

Location	Depth of Screened Interval (feet)	Horizontal Permeability, k_h (feet/day)
B1B2-1	11 to 16	0.4
B1B2-2	11 to 16	0.6
B1C1-1	11 to 16	10.7
B1C1-2	11 to 16	0.5

A factor of safety should be applied to these values when designing the storm water management system for this project. The relatively higher value found at location B1C1-1 could be attributed to a void or fissure in the limestone formation. We recommend using the lower values for design.

3.6 Corrosivity

The results of the FDOT corrosion series tests are summarized in the table below.

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Corrosivity Test Results Summary								
Boring	Sample Depth (feet)	Soil Description	Sulfate (ppm)	Chloride (ppm)	Electrical Resistivity (Ω-cm)	pH	Environmental Classification (FDOT Criteria)	
							Concrete	Steel
BC-2	1 to 2	A-2-4	420	75	3,100	8.32	Slightly Aggressive	Moderately Aggressive
BC-6	1 to 2	A-2-6	201	75	13,400	8.27	Slightly Aggressive	Slightly Aggressive
BC-6	6 to 15	Limestone	510	105	2,150	8.28	Moderately Aggressive	Moderately Aggressive
BC-7	4 to 10	Limestone	228	60	2,760	8.48	Moderately Aggressive	Moderately Aggressive
BC-8	4 to 10	Limestone	390	75	2,680	8.64	Moderately Aggressive	Moderately Aggressive
BC-9	1 to 2	A-2-4	360	75	4,580	8.22	Slightly Aggressive	Moderately Aggressive
BC-9	8 to 20	Limestone	420	75	6,890	8.31	Slightly Aggressive	Slightly Aggressive
BC-11	1 to 2	A-2-4	6	30	5,300	8.41	Slightly Aggressive	Slightly Aggressive
BC-11	13 to 25	Limestone	320	60	1,530	8.08	Moderately Aggressive	Moderately Aggressive
BC-13	1 to 2	A-2-4	724	15	12,600	7.45	Slightly Aggressive	Slightly Aggressive

3.7 Soil Properties

Selected soils samples from the borings were tested for moisture content, organic content, gradation, and Atterberg limits. The range of values for the various strata are summarized below. The complete test results are included in Appendix B.

Index Property Test Results Summary									
Stratum No.	AASHTO Classification	Moisture Content (%)	Organic Content (%)	Atterberg Limits		Amount Passing U.S. Standard Sieve (%)			
				LL (%)	PI (%)	No. 4	No. 10	No. 40	No. 200
1	A-8	25 to 28	8.4 to 8.5	-	-	-	-	-	18 to 26
2	A-2-4	20 to 56	-	-	-	73	67	63	10 to 11
3	A-2-6	16 to 31	4.4	-	-	82 to 94	75 to 90	68 to 85	10 to 30

Index Property Test Results Summary									
Stratum No.	AASHTO Classification	Moisture Content (%)	Organic Content (%)	Atterberg Limits		Amount Passing U.S. Standard Sieve (%)			
				LL (%)	PI (%)	No. 4	No. 10	No. 40	No. 200
4	A-7-6	23 to 34	-	43 to 44	24	84	77 to 90	66 to 80	37 to 44
5	Limestone	-	-	-	-	-	--		-

4.0 SUMMARY AND RECOMMENDATIONS

4.1 Geotechnical Considerations

The soils along Phase 1 of the Canal Road corridor generally consist of silty/clayey sands underlain by soft to hard limestone. Embankment construction for this project may proceed after clearing, grubbing, stripping and removal of surficial soils and root material is completed in accordance with FDOT Standard Specification 110. Some of the existing clayey soils may need to be removed by over-excavation prior to construction of embankments when they are located within 48 inches of the bottom of the base course in accordance with FDOT Standard Index 120-001. Embankment fills should consist of sands (AASHTO A-3 and A-2-4 soils) meeting the requirements of the FDOT Standard Index 120. The embankment fill should be compacted to at least 98 percent of maximum dry density as determined by AASHTO T-180 (note the modification for Manatee County versus the FDOT standard requirements).

Soils found along the alignment were subdivided into five different strata, as described in an earlier section of this report (**Section 3.3 Typical Subsurface Profile**) and summarized below.

- The Stratum No. 1 soils are organic materials and should be removed in accordance with FDOT Standard Index 120-002. The organic soils were found in borings AB-109R and BC-CR1C-1 from about 0 to 4 feet-bgs (+7½ to +4 feet-NAVD). Based on the data collected as part of this study, we suggest that the area of unsuitable soils within the roadway be assumed to extend to the nearest borings that did not encounter A-8 soil types. This would make the limits for unsuitable soil removal to extend from Station 107+86 (location of BC-4) to Station 110+15 (location of BC-5). Additional borings could be drilled if a more detailed delineation is needed.
- The Stratum No. 2 soils are granular and are considered “Select” for use within an embankment section pursuant to Standard Plan No. 120-001 of the FDOT 2020-21 Design Standards. However, this material is fine-grained and could retain excess moisture and be difficult to dry and compact. It should be used in the embankment above the water level existing at the time of construction.

- The Strata No. 3 and 4 soils are considered to be plastic and highly plastic, respectively, per Index No. 120-001, and the FDOT requires removal of plastic soils when existing within 48 inches of the bottom of the base course. However, placement of embankment fill for the new lanes should provide sufficient vertical separation between the clayey soils and the base course. Removal and replacement of the Strata No. 3 and 4 soils should not be required for this project as they were encountered at depths of about 3 to 15 feet below the existing roadway which should place them more than 48 inches below the bottom of the proposed base course level. However, this should be confirmed with the final design cross-sections. These Stratum could also be encountered in excavations for utilities, drainage piping, or culverts. If permitted, the materials might be used in non-load bearing berms or some other non-structural portion of the roadway to reduce disposal costs. However, the contractor should be aware that the workability of these soils is limited in wet weather months. The contractor is responsible to dispose of any excess materials in accordance with local ordinances.
- Stratum No. 5 is a limestone material. The limestone is generally hard and would require more than normal effort (i.e. time and wear and tear on equipment) during excavation. A note to this effect should be placed in the plans. When found, the excavated limestone material should not be re-used for embankment. If permitted, the materials might be used in non-load bearing berms or some other non-structural portion of the roadway to reduce disposal costs. The contractor is responsible to dispose of any excess materials in accordance with local ordinances.

4.2 Roadway Embankments

Five samples of the existing soils were collected from both sides of the existing roadway and at depths of about 0 to 1-foot bgs. The samples consisted of A-2-4 soils with varying amounts of shell and gravel. The design LBR value was determined according to the Florida Department of Transportation (FDOT) Soils and Foundations Handbook (2020) Section 8.1.2. The LBR values corresponding to moisture contents at 2% above and 2% below the moisture content at the maximum LBR value were averaged to determine a limiting LBR value ($\pm 2\%$ of Optimum Method) and are presented in the following table:

$\pm 2\%$ of Optimum Moisture Method Calculation			
Test No.	Maximum LBR	LBR at Moisture Contents (of Optimum LBR)	
		-2%	+2%
LBR-1 (AB-102R)	57	14	54
LBR-2 (AB-112L)	75	54	42
LBR-3 (AB-121R)	57	57	28
LBR-4 (AB-131L)	107	64	14

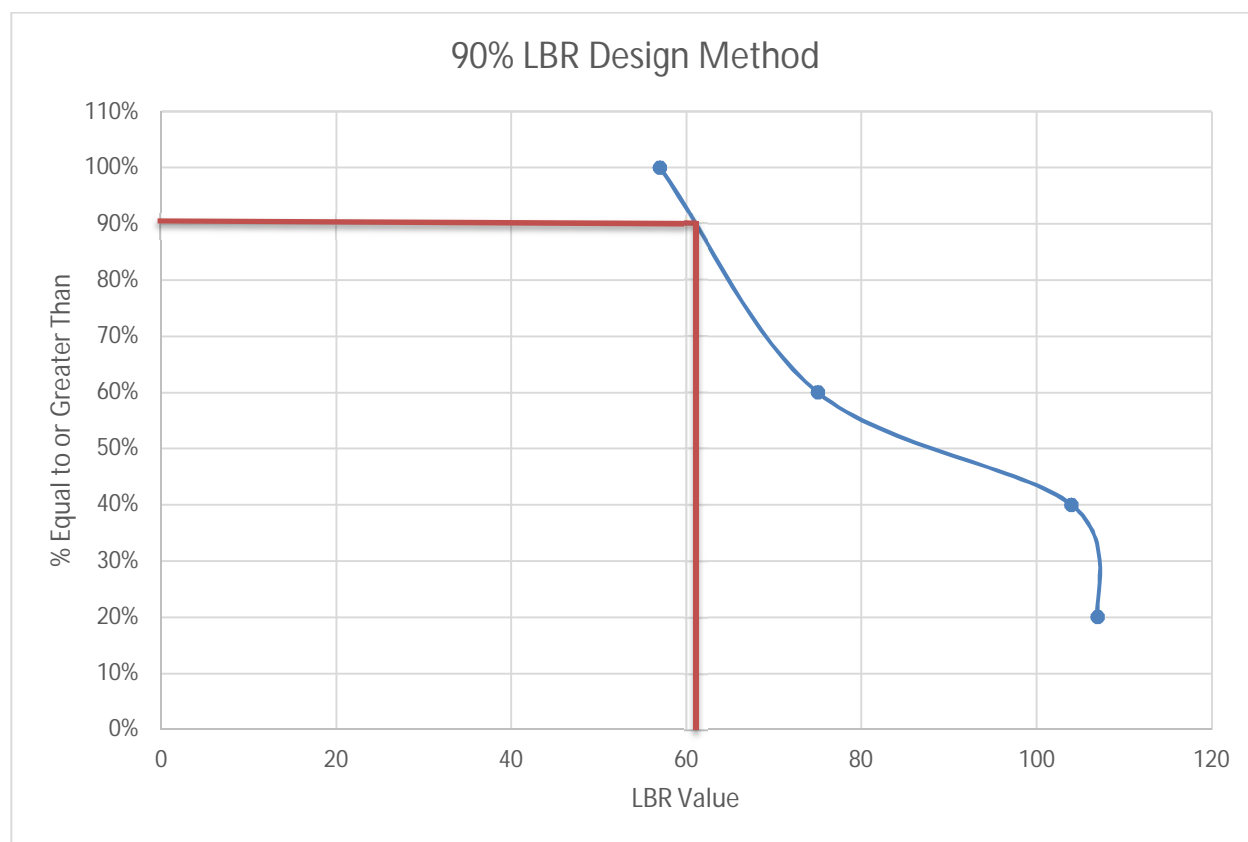
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+/-2% of Optimum Moisture Method Calculation			
Test No.	Maximum LBR	LBR at Moisture Contents (of Optimum LBR)	
		-2%	+2%
LBR-5 (AB-144R)	104	59	19
Mean LBR Value	80	50	31
		Average = 41	

The maximum LBR values were also sorted into ascending order and the percentage of values that were equal to or greater than each LBR value were calculated. The percentages were plotted versus the maximum LBR values and the LBR value corresponding to 90% is the design value (see chart below) according to the Soils and Foundations Handbook 90% Method.



Per the FDOT guidelines, the final design LBR value is taken as the lower of the values determined by each of these two methods. Therefore, we recommend that pavement designs include a limiting LBR value of 41, as determined by the 2% Method, for the existing embankment (subgrade) soils. This corresponds to a Resilient Modulus (M_R) of about 12,000 pounds per square inch (psi) per Table 5.1 of the FDOT Flexible Pavement Design Manual (2020).

4.3 Earthwork

4.3.1 General

The site work conditions will be largely dependent on the weather conditions and the contractor's means and methods in controlling surface drainage and protecting the subgrade. **The near-surface silty/clayey soils encountered in the borings will generally be difficult to compact at moisture contents greater than optimum. Additionally, these soils will be slow to drain and will likely require more than normal effort to maintain at optimum moisture levels following rainfall events.** Site preparation is anticipated to include clearing and grubbing, excavations, and fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include necessary quality criteria, as necessary, to render the site in the state considered in our geotechnical engineering evaluation for the proposed pavements and drainage structures.

4.3.2 Site Drainage

During construction, the contractor may want to consider implementing a program to lower groundwater to facilitate access and mobilization around the site. If such a program is implemented, groundwater levels should be lowered to a depth of at least two feet below the surface of any vibratory compaction operations. If work is completed during the typical wet season (June through September), the site will likely be very wet with areas of standing water.

If required, the drainage system may consist of pumping equipment (sump pumps or well points) to effectively drain water away from the site, especially during the rainy season. The site should be graded to shed water and avoid ponding over the subgrade.

4.3.3 Site Preparation

Earthwork operations should begin with the stripping of any surficial organic soils (topsoil) from the planned roadway areas in accordance with FDOT Section 110 (revised to comply with Manatee County requirement, if different).

4.3.4 Fill Material Considerations

Engineered fill should meet the following material property requirements:

Fill Type ¹	AASHTO Classification	Acceptable Location for Placement
Select ¹	A-3 and A-2-4 (fines content < 15 percent, maximum particle size < 2 inches, organic content < 3 percent)	All locations and elevations

1. Stratum 2 soils at this site appear to meet this criterion. Soils with fines content > 10 percent may retain moisture and be difficult to compact and achieve specified density and stability. These soils may need to be maintained dry of optimum to properly compact. Imported soils (whether from ponds excavations or offsite borrow) should also meet these requirements.

4.3.5 Fill Compaction Requirements

Engineered fill should meet the following compaction requirements:

Item	Description
Fill Lift Thickness	In Accordance with FDOT Section 120.
Minimum Compaction Requirements ¹	At least 98 percent of the maximum dry density as determined by the modified Proctor Test (AASHTO T-180) as required by Manatee County.
Moisture Content	Moisture content should be maintained such that satisfactory compaction can be achieved in accordance with FDOT Section 120.
Minimum Testing Frequency	As required in FDOT Section 120.

1. The moisture content and compaction should be measured for each lift of engineered fill during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.

4.3.6 Utility Trench Backfill

All trench excavations should be made with sufficient working space to permit construction including backfill placement and compaction. Backfill for utility trenches located beneath pavements should be compacted to at least 98% of the maximum dry density as determined by the modified Proctor Test (AASHTO T-180) per the Manatee County Utility Design Standards (June 2015). Utility trenches located outside of pavement areas should be compacted to at least 95% of the modified Proctor maximum dry density.

4.3.7 Earthwork Construction Considerations

Excavations are anticipated to be accomplished with conventional construction equipment. The site should be graded to prevent ponding of surface water on the prepared subgrades or in excavations. Water collecting over, or adjacent to, construction areas should be removed. If the subgrade desiccates, saturates, or is disturbed, the affected material should be removed, or the materials should be scarified, moisture conditioned, and re-compacted.

The groundwater table will affect excavation efforts, especially for storm drain or utility construction. A temporary dewatering system consisting of well points or sumps with pumps will be necessary to achieve the recommended compaction in excavation trenches.

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, “Excavations” and its appendices, and in accordance with any applicable local, and/or state regulations.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety, or the contractor's activities; such responsibility shall neither be implied nor inferred.

4.3.8 Construction Observation and Testing

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer. Monitoring should include documentation of adequate removal of vegetation and top soil, proof-rolling and mitigation of areas delineated by the proof-roll to require mitigation.

Each lift of compacted fill should be tested, evaluated, and reworked as necessary until approved by the Geotechnical Engineer prior to placement of additional lifts.

If unanticipated conditions are encountered, the Geotechnical Engineer should be consulted for mitigation options.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

4.4 Stormwater Retention - Borrow

In general, the borings that were completed in the planned stormwater pond locations found clayey soils (A-2-6) above the limestone formation (which was recovered in the split spoon sampler as calcareous silt). The clayey soils are not expected to produce borrow material that is suitable for use within 4 feet of the bottom of the roadway base layer. Additionally, difficult excavation should be anticipated once the limestone formation is encountered.

4.5 Below Grade Structures (Box Culvert/Temporary Walls)

4.5.1 Lateral Earth Pressure Parameters

The soil parameters shown in the table below are based on empirical correlations with SPT blow counts (N-values) and should be assumed for design of below grade structures.

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Stratum ¹	USCS	SPT N-Values	Total Weight (pcf)	Submerged Weight (pcf)	Friction Angle (phi) ²	Cohesion (psf) ³	Coefficients		
							Active (K _a)	Passive (K _p)	At-Rest (K ₀)
Granular Backfill	SP, SP- SM	N/A	110	48	30	0	0.333	3.00	0.500
2	SP-SM	4 to 10	105	43	29	0	0.347	2.88	0.515
2	SP-SM	11 to 25	110	48	31	0	0.320	3.12	0.485
3	SC	3 to 10	105	43	26	0	0.390	2.56	0.562
3	SC	11 to 20	110	48	28	0	0.361	2.77	0.531
3	SC	21 to 30	115	53	30	0	0.333	3.00	0.500
5	LS	<10	120	58	0	0	1.00	1.00	1.00
4	LS	10 to 20	125	63	0	2,000	1.00	1.00	1.00
4	LS	20 to 50	130	68	0	4,000	1.00	1.00	1.00
4	LS	>50	135	73	0	7,500	1.00	1.00	1.00

1. Refer to individual boring logs for depths/elevations.

2. Based on FDOT Soils and Foundations Handbook (2020).

3. Based on Essentials of Soil Mechanics and Foundations, 7th Edition by David F. McCarthy.

Backfill placed against structures should consist of granular soils. For the granular values to be valid, the granular backfill must extend out and up from the base of the wall at an angle of at least 45 and 60 degrees from vertical for the active and passive cases, respectively. Additionally, only walk-behind compacting equipment (weighing less than 1,000 pounds) should be used within 3 feet of the back of the structures.

The recommended design lateral earth pressure parameters do not include a factor of safety and do not provide for possible hydrostatic pressure on the walls.

4.5.2 Foundation Design Parameters (Box Culverts)

Item	Description
Nominal Bearing Resistance ^{1, 2}	10,000 psf
Estimated Modulus of Subgrade Reaction ³	260 pounds per square inch per inch (psi/in) for point loads
Estimated Soil Friction Angle	35 degrees
Required Bearing Stratum ⁴	In-situ limestone
Minimum Foundation Dimensions	Continuous: 18 inches
Ultimate Coefficient of Sliding Friction ⁵	0.45

Item	Description
Minimum Embedment below Finished Grade ⁵	18 inches
Estimated Total Settlement from Structural Loads ²	1 inch
Estimated Differential Settlement ^{2, 6}	¾ inch
Long-Term Differential Settlement ⁶	<⅛ inch

1. The nominal bearing resistance is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. **An appropriate load factor should be applied to the nominal value provided.** It may be increased by 33% for transient loads, including wind.
2. Values provided are for maximum loads noted in **Project Description**.
3. Modulus of subgrade reaction is an estimated value based upon our experience with the subgrade condition, the requirements noted in **Earthwork**, and the floor slab support as noted in this table. It is provided for point loads. For large area loads the modulus of subgrade reaction would be lower.
4. Can be used to compute sliding resistance where foundations are placed on suitable soil/materials. Should be neglected for foundations subject to net uplift conditions.
5. Embedment necessary to minimize the effects the surface water flow.
6. Differential settlements are as measured over a span of 30 feet.

4.6 Signal Pole Foundations

The table on the Report of Core Borings for Signals, Exhibit A-17, presents design parameters for the different soil strata encountered at the boring locations. The soil parameters (unit weight, friction angles, ultimate shear strength, and soil moduli) were based on empirical correlations (ref: Florida Department of Transportation Soils and Foundations Handbook, 2020) with average SPT blow counts (N-Values) for the different soil strata. Lateral earth pressure coefficients were based on the estimated friction angles. It is our understanding that the pole foundations will be drilled shafts designed by others.

The pole foundations should be designed based on frictional resistance (side shear) only, neglecting end bearing, using the soil parameters provided on the exhibit.

5.0 GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If

Geotechnical Engineering Report

Canal Road – Phase 1 ■ Palmetto, Manatee County, Florida

June 1, 2021 ■ Terracon Project No. HC185036



variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

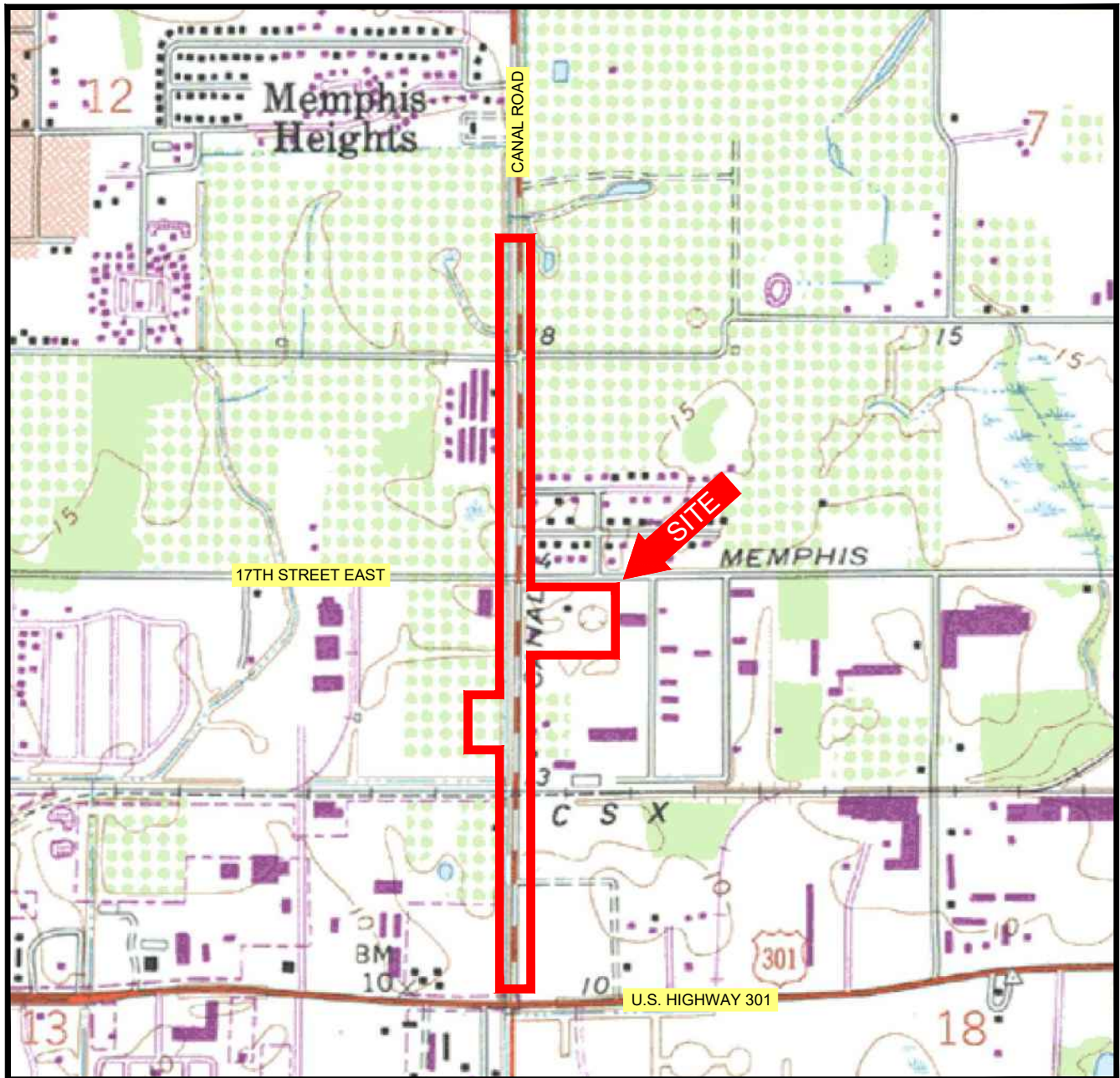
Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

ATTACHMENTS

APPENDIX A – FIELD EXPLORATION

Contents:

Exhibit A-1	Topographic Vicinity Map
Exhibit A-2	U.S.D.A. Soils Map
Exhibit A-3	Field Exploration Description (2 pages)
Exhibit A-4	Exploration Location Plans
Exhibit A-5	Cross Section Soil Survey for the Design of Roads
Exhibit A-6 & A-7	Auger Boring Logs
Exhibit A-8	Pond Boring Logs
Exhibits A-9 to A-16	Box Culvert Boring Logs
Exhibit A-17	Signal Boring Logs
Exhibit A-18	Field Permeability Test Results



SCALE 1"=1000'



PALMETTO, FLORIDA
ISSUED: 1987
7.5 MINUTE SERIES (QUADRANGLE)



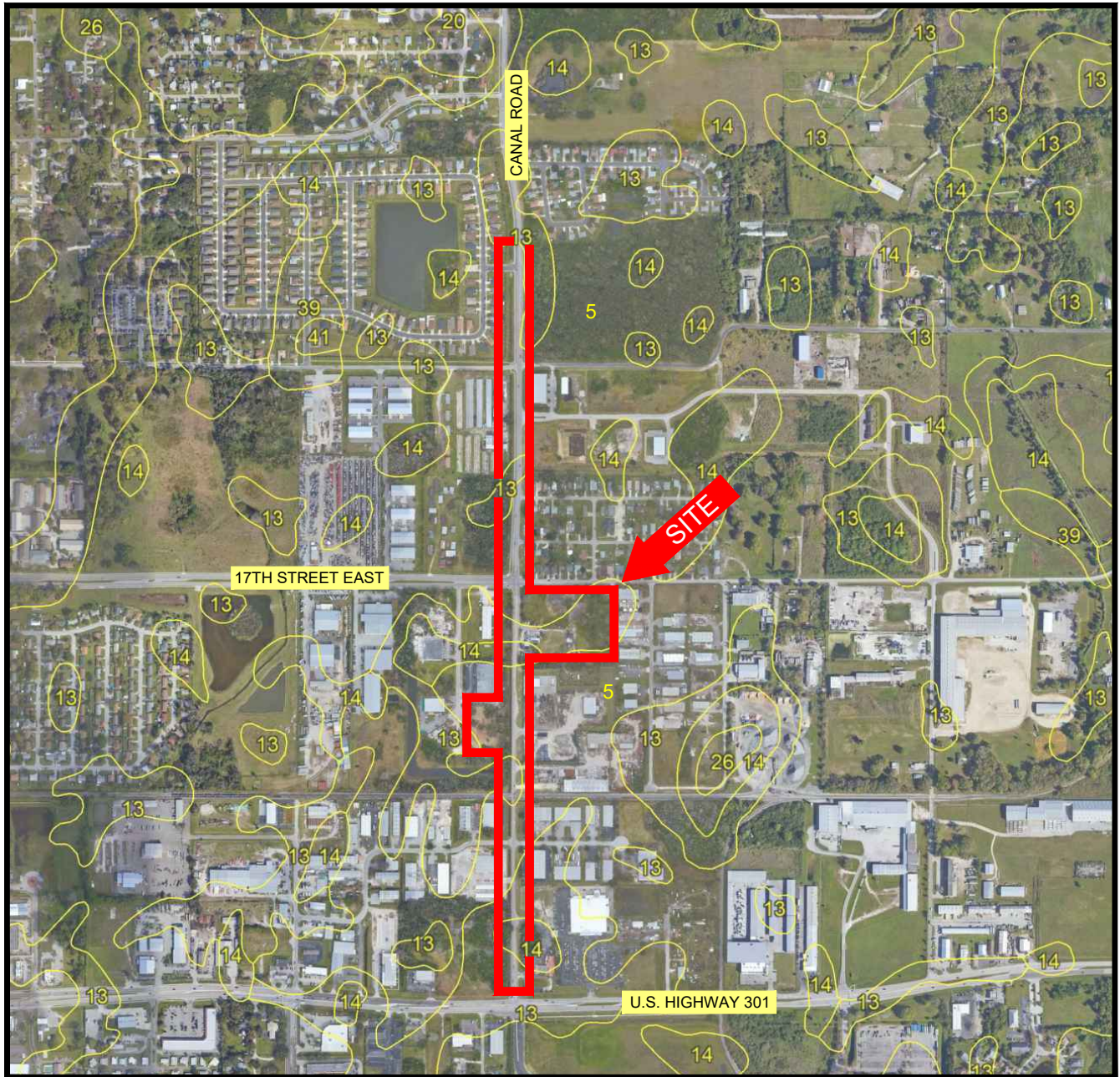
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Project Mngr:	JJ
Drawn By:	AS
Checked By:	JJ
Approved By:	KB
Project No.	HC185036
Scale:	AS SHOWN
File No.	HC185036
Date:	11-18-20

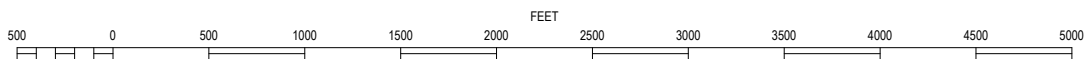
Terracon
Consulting Engineers and Scientists
8260 VICO COURT, UNIT B SARASOTA, FLORIDA 34240
PH. (941) 379-0621 FAX. (941) 379-5061

TOPOGRAPHIC VICINITY MAP
GEOTECHNICAL ENGINEERING REPORT
CANAL ROAD
ELLENTON, MANATEE COUNTY, FLORIDA

EXHIBIT
A-1



SCALE 1"=1000'



U.S.D.A. SOIL SURVEY FOR MANATEE COUNTY, FLORIDA

SOIL LEGEND

- 5 BRADENTON FINE SAND, LIMESTONE SUBSTRATUM
- 13 CHOBEE LOAMY FINE SAND, FREQUENTLY PONDED, 0 TO 1 PERCENT SLOPES
- 14 CHOBEE VARIANT SANDY CLAY LOAM



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Drawn By:	AS	Scale:	AS SHOWN
Checked By:	JJ	File No.	HC185036
Approved By:	KB	Date:	11-18-20

Terracon
Consulting Engineers and Scientists

8260 VICO COURT, UNIT B SARASOTA, FLORIDA 34240
PH. (941) 379-0621 FAX. (941) 379-5061

SOILS MAP GEOTECHNICAL ENGINEERING REPORT CANAL ROAD

ELLENTON, MANATEE COUNTY, FLORIDA

EXHIBIT

A-2

Field Exploration Description

Number of Explorations	Type of Exploration	Depth or “a” Spacing (feet)	Location
45	Roadway Auger Borings	1½ to 5	Approximately 100-foot centers along the roadway alignment
24	SPT Boring	30 to 40	Approximately 150-foot centers along the roadway alignment
4	SPT Boring	16	Planned pond areas
7	Piezometer	10	Along the roadway
4	Piezometer	15	Planned pond areas
4	Permeability Tests	15	Planned pond areas
1. Below ground surface.			

Boring Layout and Elevations: Unless otherwise noted, Terracon personnel provided the boring layout. Coordinates were obtained with a handheld GPS unit (estimated horizontal accuracy of about ±10 feet) and elevations were interpolated from the topographic survey.

Auger Borings: The auger borings were advanced with hand-turned augering equipment. Samples were collected from the auger bucket at each noticeable change in soil strata. Additionally, since groundwater was not encountered during drilling or 24-hours after completion to a depth of 5 feet, seven of the locations had shallow groundwater monitoring wells installed. The wells were installed to a depth of about 10 feet to allow for stabilized groundwater level measurements.

SPT Borings: The SPT soil borings utilized a track-mounted, rotary drilling rig equipped with a rope and cathead operated safety hammer. The boreholes were advanced with a cutting head and stabilized with the use of bentonite (drillers’ mud). In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon was driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon for each six-inch penetration is recorded. The 2nd and 3rd six-increments are added together and reported as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring log at the test depths. This value is used to estimate the in-situ relative density of cohesionless soils and the consistency of cohesive soils. The sampling depths and penetration distance, plus the standard penetration resistance values, are shown on the boring logs.

Portions of the samples from the borings were placed in jars to reduce moisture loss, and then the jars were taken to our laboratory for further observation and classification. Upon completion, the boreholes were backfilled with soil cuttings.

Geotechnical Engineering Report

Canal Road – Phase 1 ■ Palmetto, Manatee County, Florida

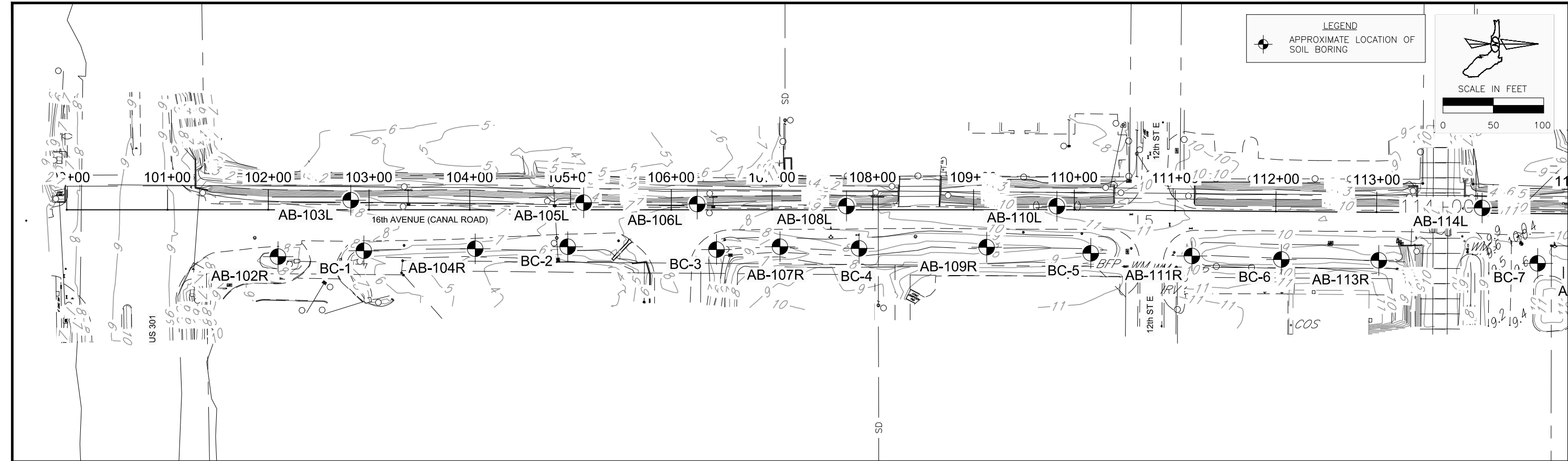
June 1, 2021 ■ Terracon Project No. HC185036



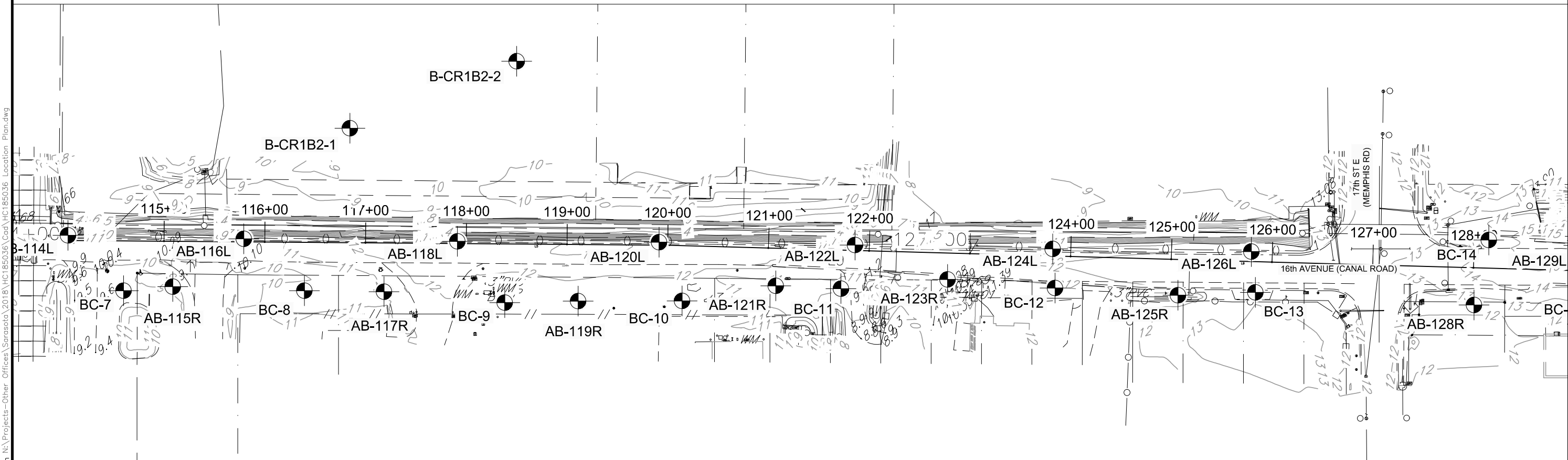
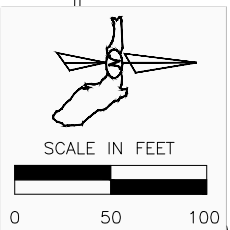
Field logs of each boring were prepared by the drill crew. These logs included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples.

Field Permeability Tests: Temporary piezometers were installed at each pond boring location to depths of 15 feet for the subsequent performance of field permeability testing. The piezometers consisted of 2-inch diameter Schedule 40 PVC pipe. A four-inch outside drill bit was used for piezometer installation. Each piezometer consisted of a section of machine slotted PVC well screen (0.020-inch slot width) flush joint coupled to a riser pipe of similar composition. A "Gravel pack" surrounding the well screen consisted of clean silica sand, having a gradation of 6/20, and the "gravel pack" extended to approximately one foot above the top of the well screen. A one to two-foot thick fine sand (30/50) plug was placed above the "gravel pack", and the remainder of the well annulus was backfilled with bentonite chips. The top of each piezometer is approximately 1 foot above the surrounding ground level.

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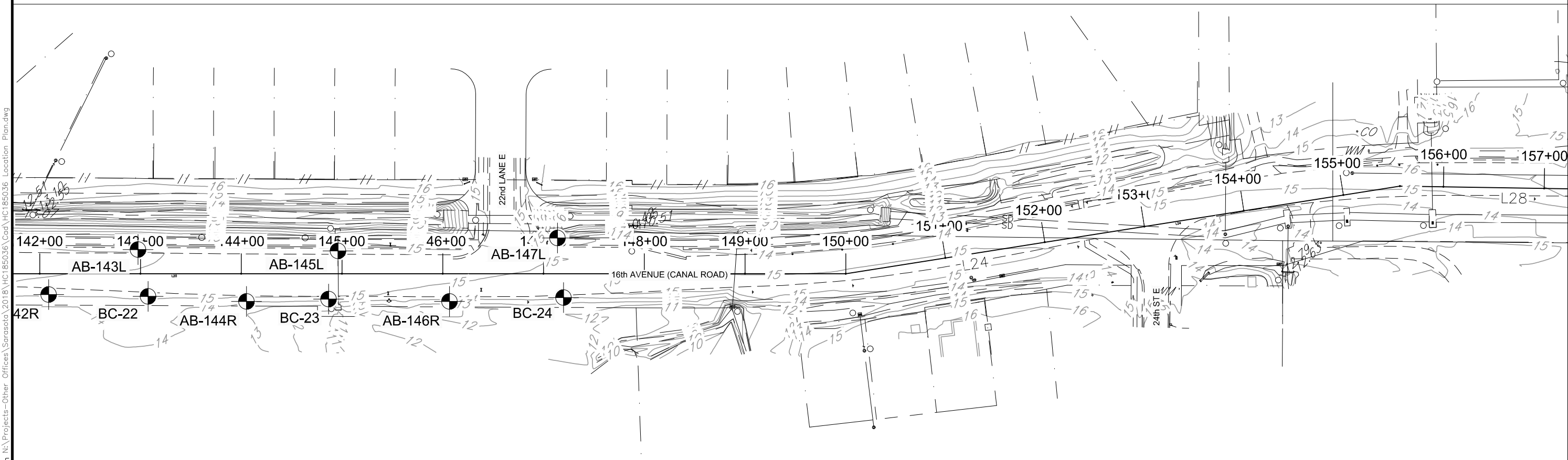
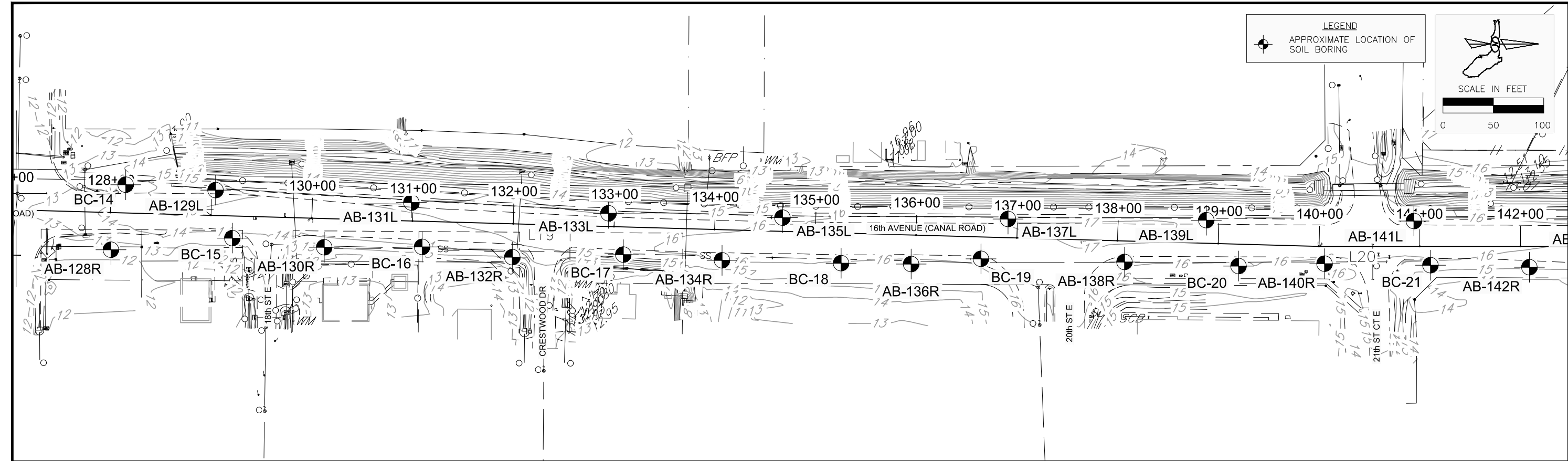


LEGEND
APPROXIMATE LOCATION OF
SOIL BORING



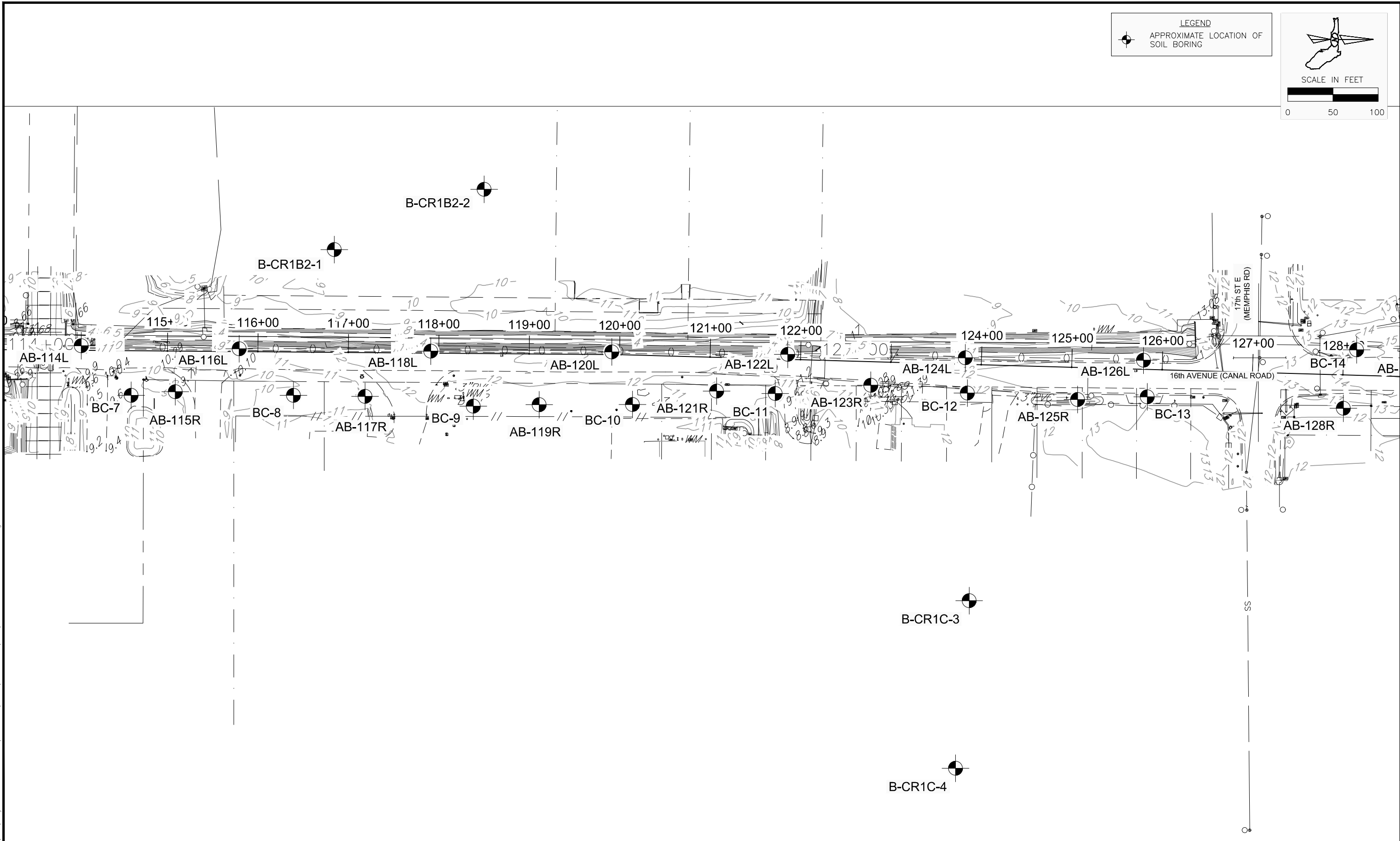
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
MATERIALS AND RESEARCH

DATE OF SURVEY: OCTOBER-NOVEMBER 2020
SURVEY MADE BY: TERRACON CONSULTANTS, INC.
SUBMITTED BY: JAMES M. JACKSON, P.E.

DISTRICT: ONE
ROAD NO.: SR
COUNTY: MANATEE

FINANCIAL PROJECT NO.: —

CROSS SECTION SOIL SURVEY FOR THE DESIGN OF ROADS

SURVEY BEGINS STA.: 102+10 SURVEY ENDS STA.: 147+14

REFERENCE: CANAL ROAD

STRATUM NO.	ORGANIC CONTENT		MOISTURE CONTENT		SIEVE ANALYSIS RESULTS % PASS						ATTERBERG LIMITS (%)				MATERIAL DESCRIPTION	CORROSION TEST RESULTS				
	NO. OF TESTS	% ORGANIC	NO. OF TESTS	MOISTURE CONTENT	NO. OF TESTS	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTIC INDEX	AASHTO GROUP		NO. OF TESTS	RESISTIVITY ohm-cm	CHLORIDES ppm	SULFATES ppm	pH
1	2	8.4-8.5	2	25-28	2	—	—	—	—	18-26	—	—	—	A-8	ORGANIC MATERIAL — DARK BROWN, BLACK SLIGHTLY SILTY FINE SAND WITH ORGANICS	—	—	—	—	—
2	—	—	2	20-56	2	67	63	57	36	10-11	—	—	—	A-2-4	LIGHT BROWN, BROWN SILTY FINE SAND WITH LIMESTONE FRAGMENTS	3	724-4,580	15-75	360-12,600	7.45-8.32
3	1	4.4	7	16-31	7	75-90	68-85	61-78	42-57	10-30	—	—	—	A-2-6	BROWN, DARK BROWN, GRAY CLAYEY FINE SAND WITH LIMESTONE FRAGMENTS	—	—	—	—	—
4	—	—	4	23-34	4	77-90	66-80	61-76	52-70	37-54	2	43-44	24	A-7-6	DARK BROWN, DARK GRAY SANDY CLAY WITH LIMESTONE FRAGMENTS	2	5,300-13,400	30-75	6-201	8.27-8.41
5	—	—	—	—	—	—	—	—	—	—	—	—	—	—	LIGHT BROWN, LIGHT GRAY LIMESTONE FORMATION WITH CALCAREOUS SILT AND OCCASIONAL SEAMS OF GRAY CLAY OR SAND-SIZED PHOSPHATE GRAINS	5	1,530-6,890	60-105	228-510	8.04-8.64

EMBANKMENT AND SUBGRADE MATERIAL

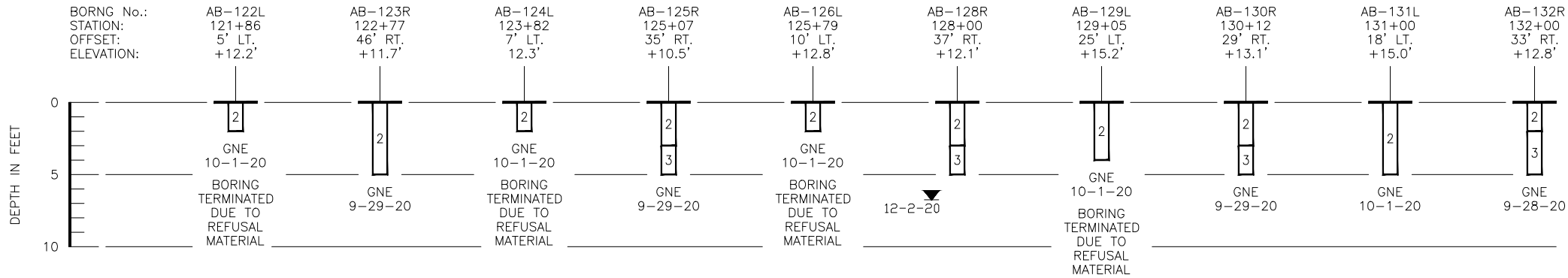
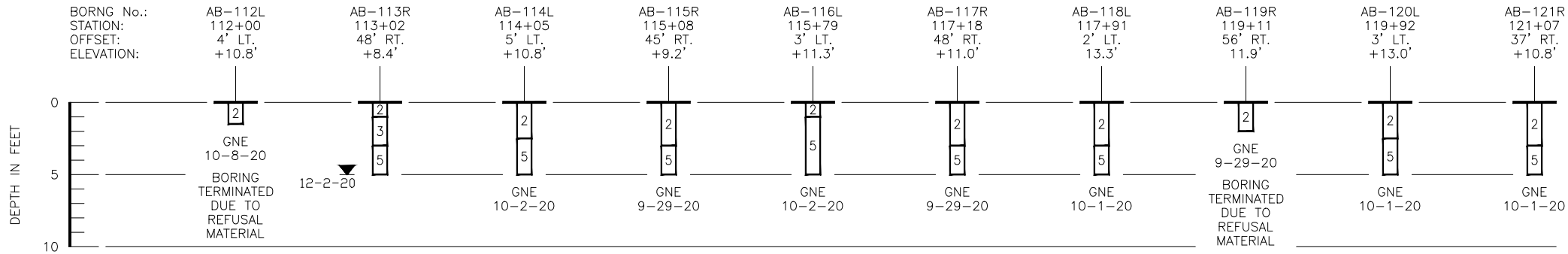
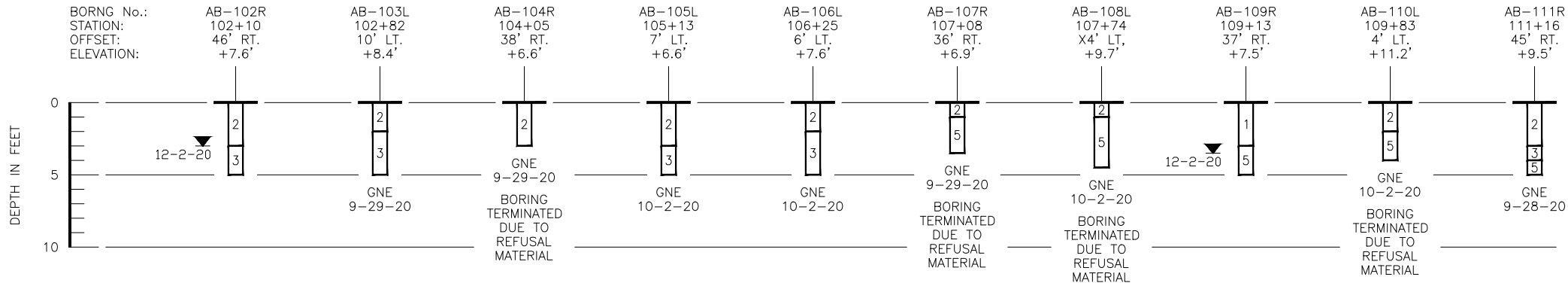
STRATA BOUNDARIES ARE APPROXIMATE MAKE FINAL CHECK AFTER GRADING

- ▼ = WATER TABLE ENCOUNTERED
▽ = SEASONAL HIGH WATER TABLE
GNE = GROUNDWATER NOT ENCOUNTERED

NOTES:

- SOIL BOUNDARIES ARE APPROXIMATE AND REPRESENT SOIL STRATA AT EACH BORING LOCATION ONLY.
- SOIL ANALYSIS INCLUDES DATA FROM ROADWAY AND STORMWATER RETENTION, AND BOX CULVERT AREAS ONLY.
- THE SYMBOL "—" REPRESENTS AN UNMEASURED PARAMETER.
- THE MATERIAL FROM STRATUM NUMBER 1 IS ORGANIC MATERIAL AND SHALL BE REMOVED IN ACCORDANCE WITH STANDARD PLANS INDEX 120-002.
- THE MATERIAL FROM STRATUM NUMBER 2 IS SELECT MATERIAL AND APPEARS SATISFACTORY FOR USE IN THE EMBANKMENT WHEN UTILIZED IN ACCORDANCE WITH STANDARD PLANS INDEX 120-001. HOWEVER, THIS MATERIAL IS LIKELY TO RETAIN EXCESS MOISTURE AND BE DIFFICULT TO DRY AND COMPACT. IT SHOULD BE USED IN THE EMBANKMENT ABOVE THE WATER LEVEL EXISTING AT THE TIME OF CONSTRUCTION.
- THE MATERIAL FROM STRATA NUMBERS 3 AND 4 IS PLASTIC MATERIAL AND SHALL BE REMOVED IN ACCORDANCE WITH STANDARD PLANS INDEX 120-002. IT MAY BE PLACED ABOVE THE EXISTING WATER LEVEL (AT THE TIME OF CONSTRUCTION) TO WITHIN 4 FEET OF THE PROPOSED BASE. IT SHOULD BE PLACED UNIFORMLY IN THE LOWER PORTION OF THE EMBANKMENT FOR SOME DISTANCE ALONG THE PROJECT RATHER THAN FULL DEPTH FOR SHORTER DISTANCES.
- THE MATERIAL FROM STRATUM NUMBER 5 A LIMESTONE MATERIAL. THE LIMESTONE IS GENERALLY HARD AND WOULD REQUIRE MORE THAN NORMAL EFFORT DURING ECAVATION. WHEN FOUND, THE EXCAVATED MATERIAL SHOULD NOT BE USED FOR FILL.

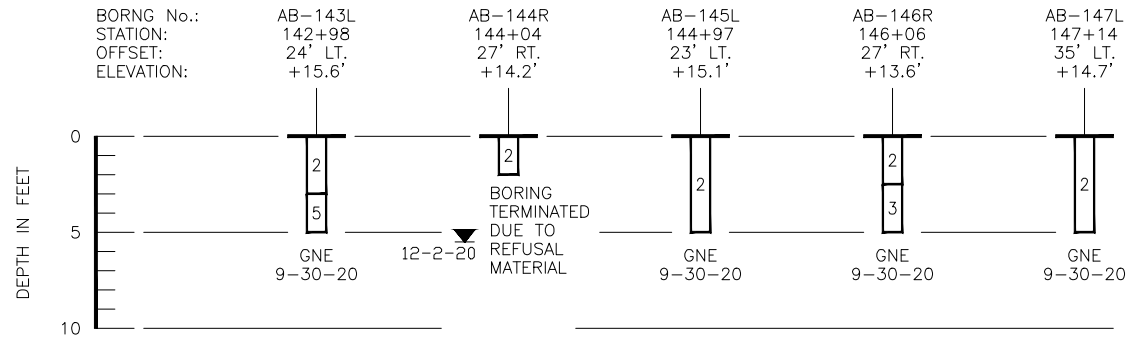
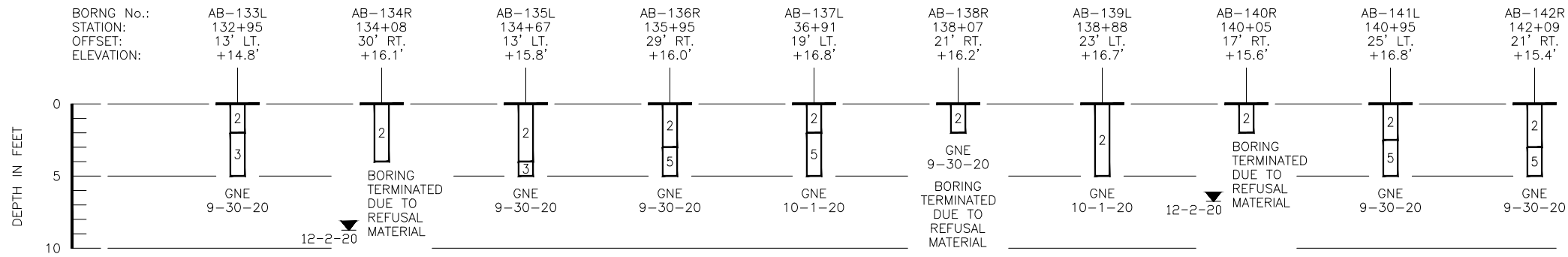
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							DESIGNED BY:	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NAME:		SHEET NO.
							CHECKED BY:	CANAL	MANATEE	-	CANAL ROAD - PHASE 1 FROM US 301 TO 22ND LANE EAST		-



- LEGEND
- 1 ORGANIC MATERIAL - DARK BROWN, BLACK SLIGHTLY SILTY FINE SAND WITH ORGANICS (A-8)
- 2 LIGHT BROWN, BROWN SILTY FINE SAND WITH LIMESTONE FRAGMENTS (A-2-4)
- 3 BROWN, DARK BROWN, GRAY CLAYEY FINE SAND WITH LIMESTONE FRAGMENTS (A-2-6)
- 4 DARK BROWN, DARK GRAY SANDY CLAY WITH LIMESTONE FRAGMENTS (A-7-6)
- 5 LIGHT BROWN, LIGHT GRAY LIMESTONE FORMATION WITH CALCAREOUS SILT AND OCCASIONAL SEAMS OF GRAY CLAY OR SAND-SIZED PHOSPHATE GRAINS
- (A-2-4) A.A.S.H.T.O. SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
- 12-2-20 ENCOUNTERED GROUNDWATER LEVEL WITH OF READING
- GNE GROUNDWATER NOT OBSERVED TO DEPTH OF BORING

REVISIONS						JAMES JACKSON, P.E. P.E. LICENSE NUMBER 77733 TERRACON 8260 VICO COURT SARASOTA, FLORIDA 34240	DRAWN BY: MG 12-16-20 CHECKED BY: JJ 12-16-20 DESIGNED BY: CHECKED BY:	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE:		REF. DWG. NO.
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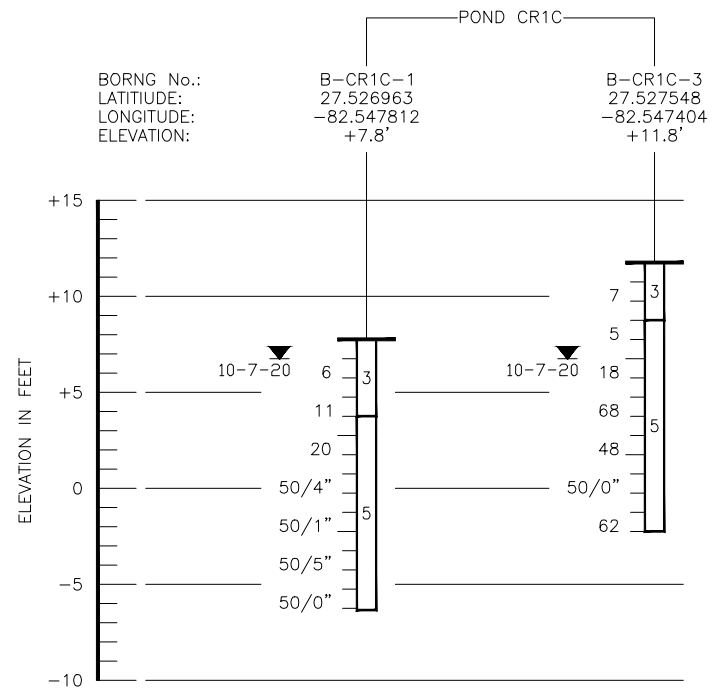
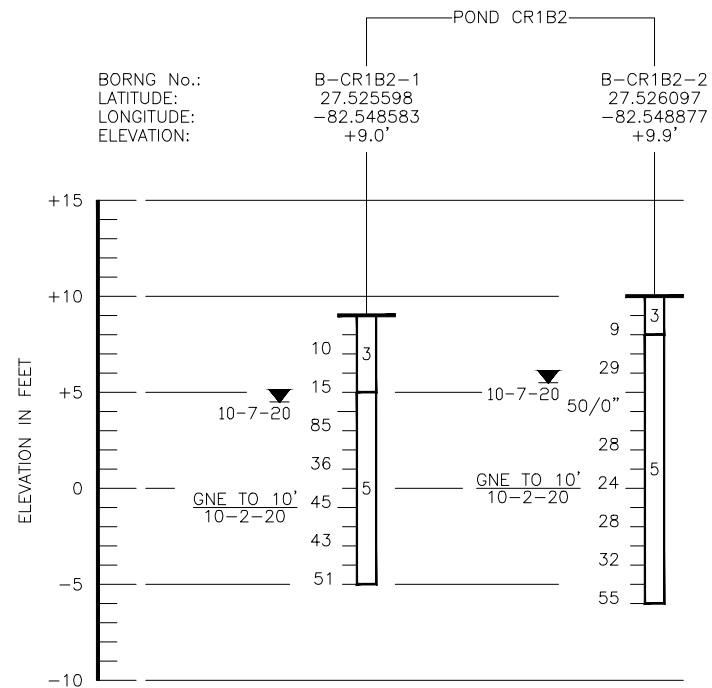


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- 1 ORGANIC MATERIAL - DARK BROWN, BLACK SLIGHTLY SILTY FINE SAND WITH ORGANICS (A-8)
- 2 LIGHT BROWN, BROWN SILTY FINE SAND WITH LIMESTONE FRAGMENTS (A-2-4)
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- (A-2-4) A.A.S.H.T.O. SOIL CLASSIFICATION GROUP SYMBOL AS DETERMINED BY VISUAL EXAMINATION
- 12-2-20 ENCOUNTERED GROUNDWATER LEVEL WITH OF READING
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REVISIONS						JAMES JACKSON, P.E. P.E. LICENSE NUMBER 77733 TERRACON 8260 VICO COURT SARASOTA, FLORIDA 34240	DRAWN BY: MG 12-16-20 CHECKED BY: JJ 12-16-20 DESIGNED BY: CHECKED BY:	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE: REPORT OF AUGER BORINGS FOR ROADWAY PROJECT NAME: CANAL ROAD - PHASE 1 FROM US 301 TO 22ND LANE EAST	REF. DWG. NO.
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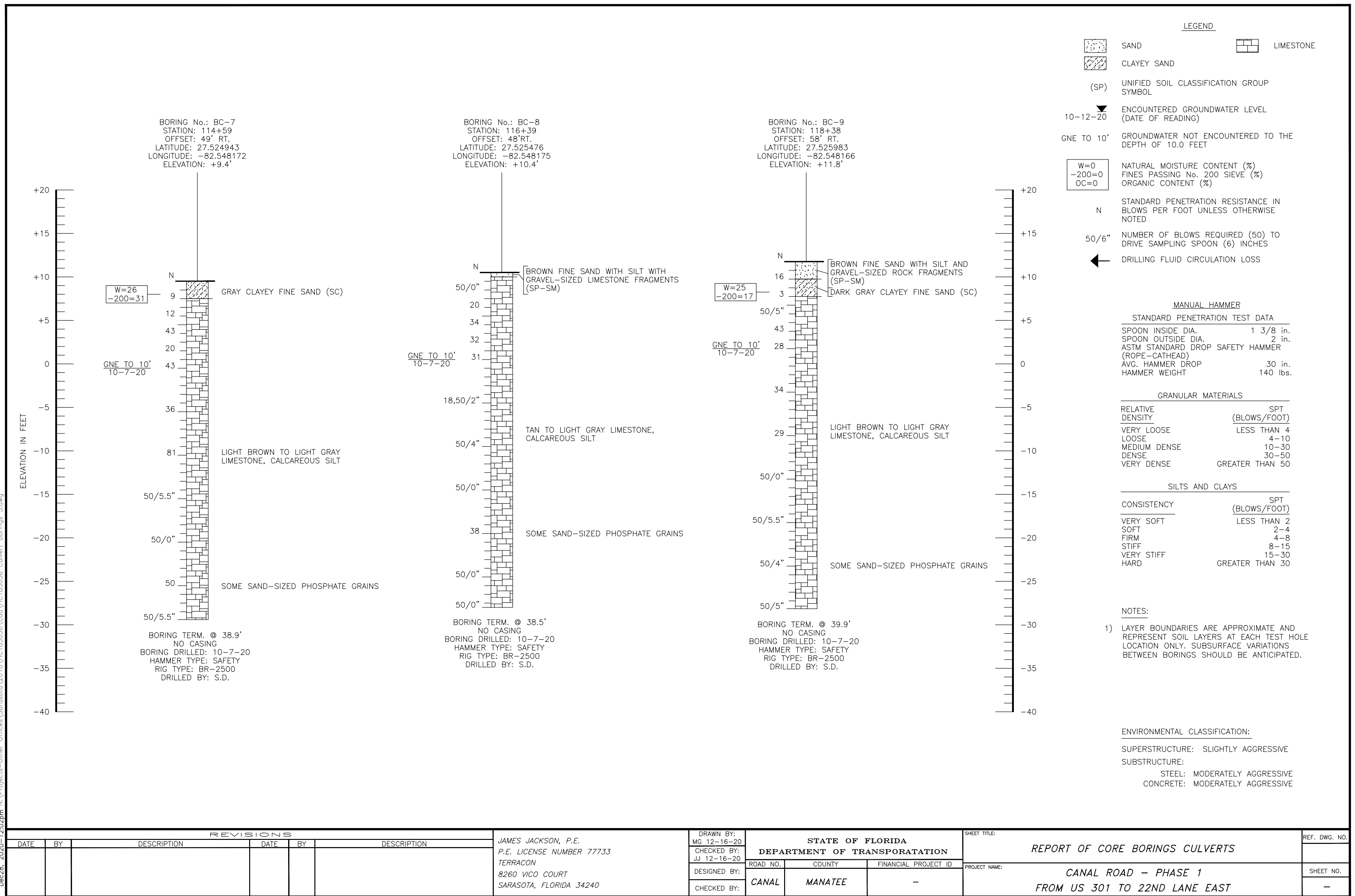
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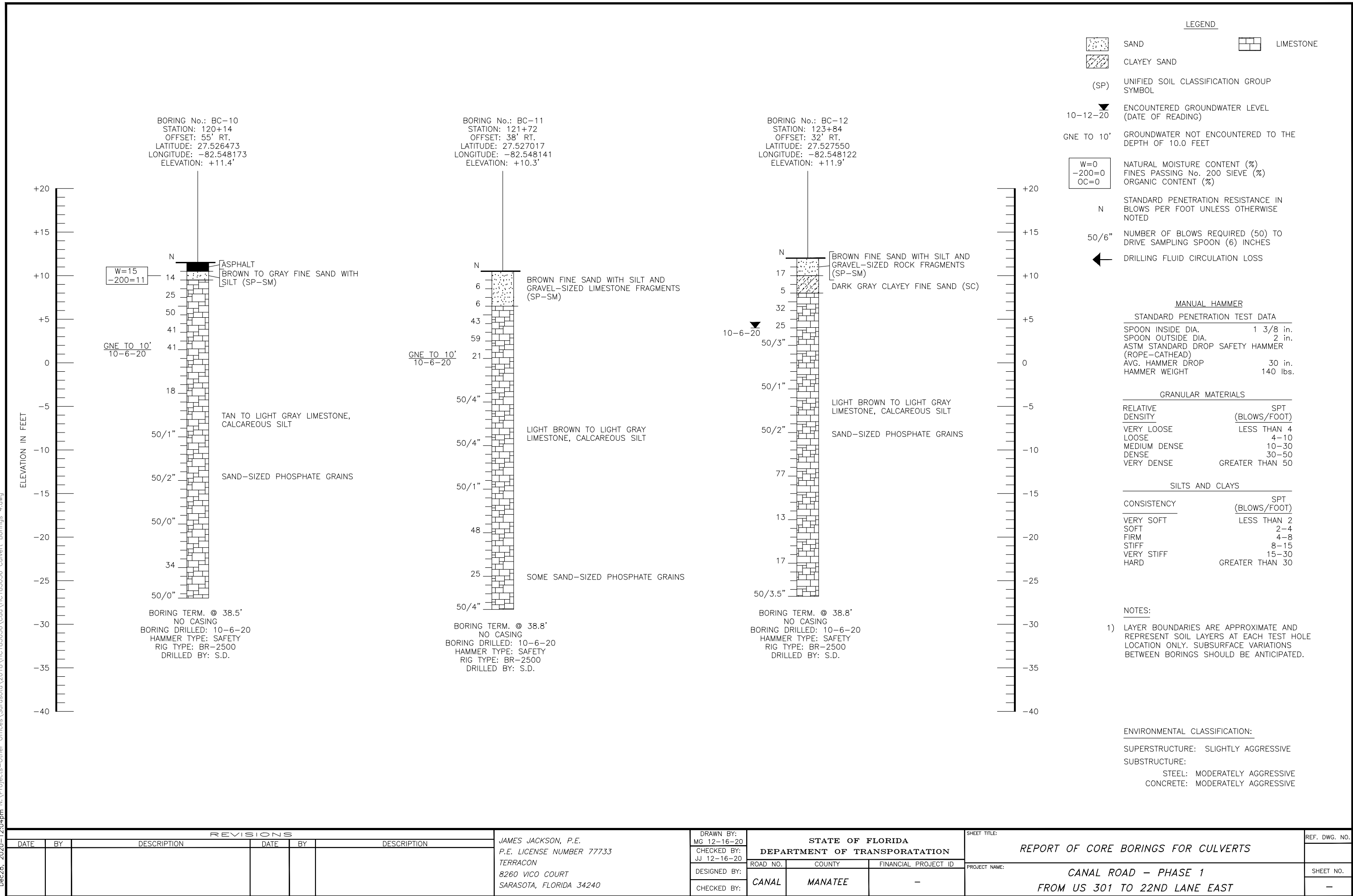


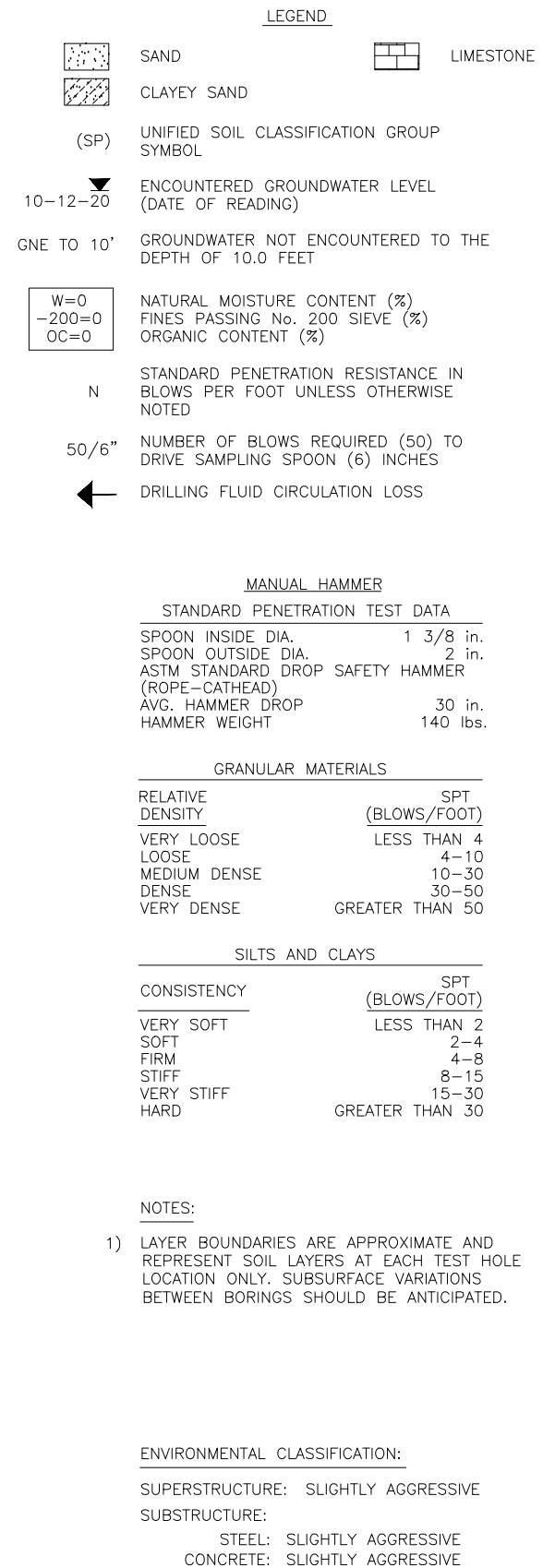
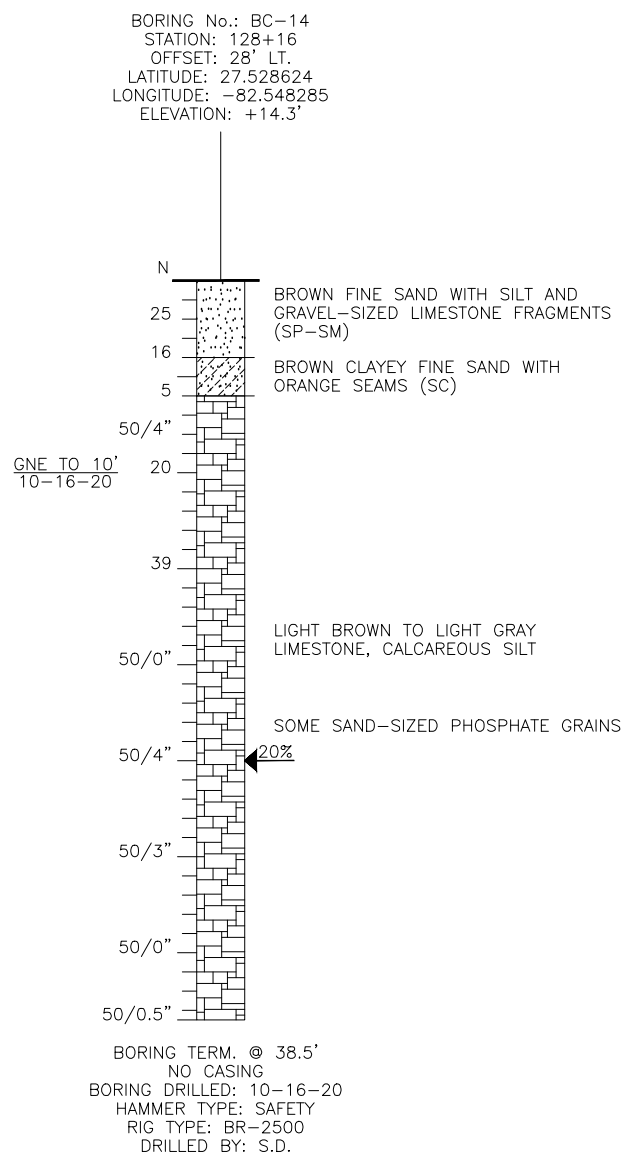
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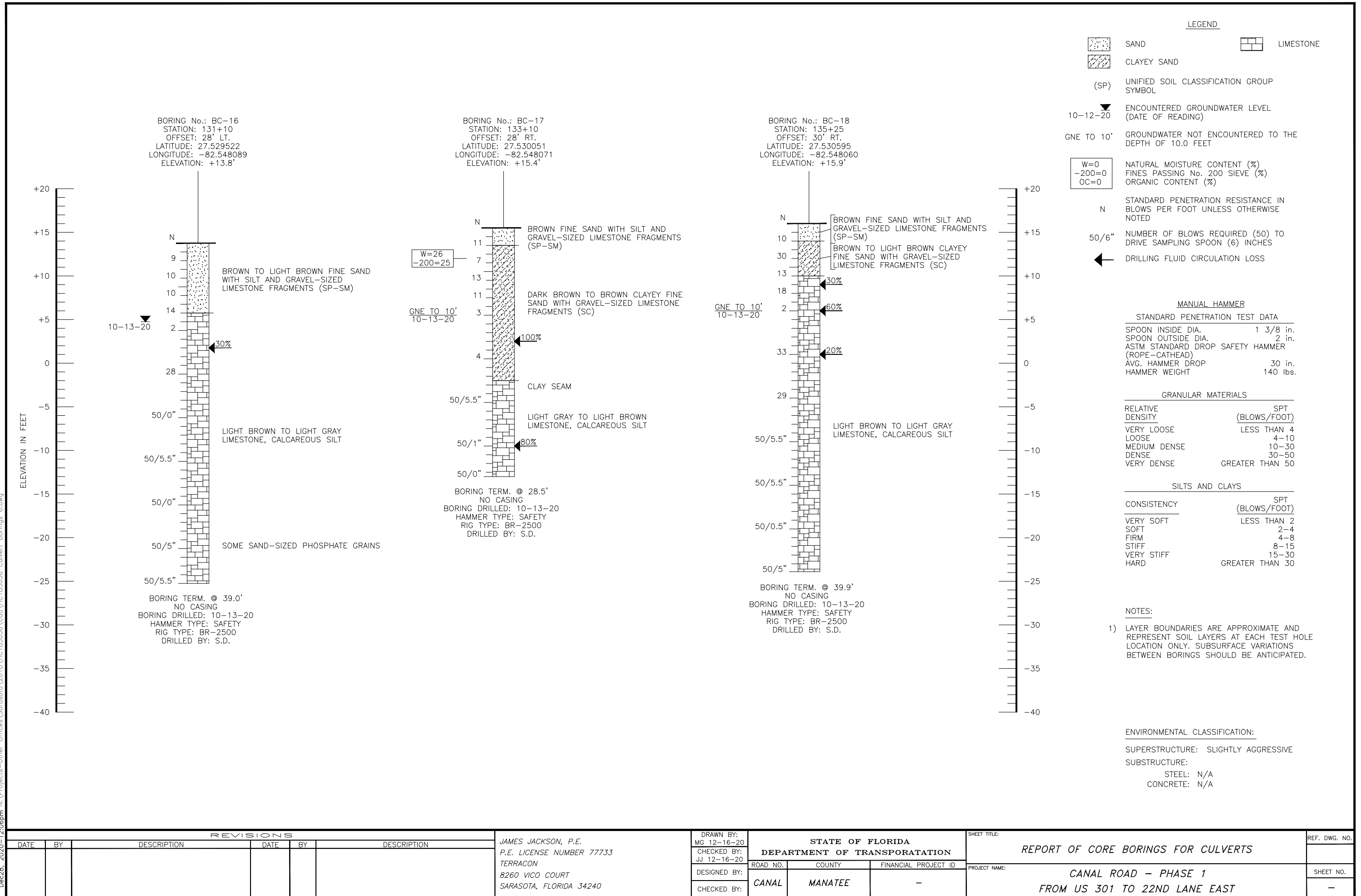
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- GNE GROUNDWATER NOT OBSERVED TO DEPTH OF BORING

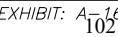
REVISIONS						JAMES JACKSON, P.E. P.E. LICENSE NUMBER 77733 TERRACON 8260 VICO COURT SARASOTA, FLORIDA 34240	DRAWN BY: MG 12-16-20 CHECKED BY: JJ 12-16-20 DESIGNED BY: CHECKED BY:	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE: REPORT OF SPT BORINGS FOR PONDS PROJECT NAME: CANAL ROAD - PHASE 1 FROM US 301 TO 22ND LANE EAST	REF. DWG. NO. SHEET NO. -
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
								CANAL	MANATEE	-		



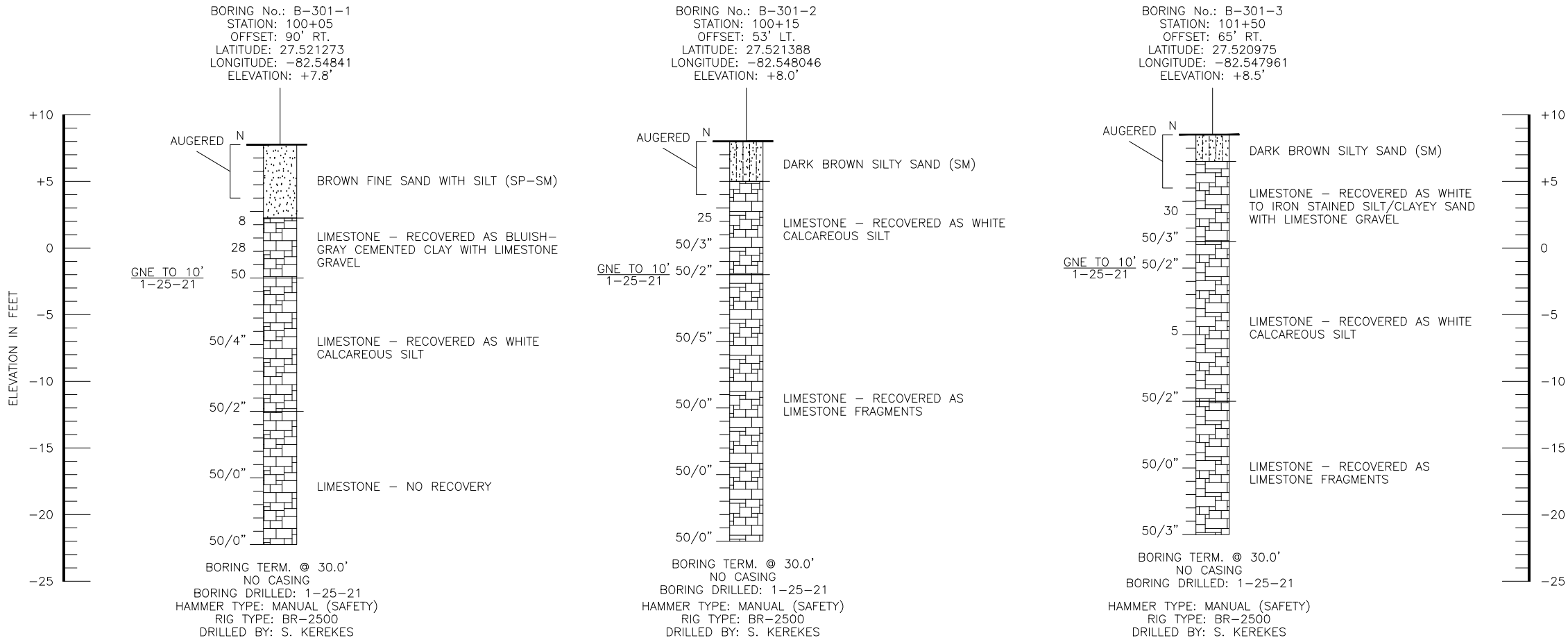


[illegible]





Feb05, 2021 - 2:32am N:\Projects-Other Offices\Sarasota\2018\HC185036\Cad\HC185036 Signal Borings 1.dwg



LEGEND

	SAND		LIMESTONE
	SILTY SAND		
(SP)	UNIFIED SOIL CLASSIFICATION GROUP SYMBOL		
GNE TO 10'	GROUNDWATER NOT ENCOUNTERED TO THE DEPTH OF 10 FEET		
N	STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT UNLESS OTHERWISE NOTED		
50/6"	NUMBER OF BLOWS REQUIRED (50) TO DRIVE SAMPLING SPOON (6) INCHES		

MANUAL HAMMER

STANDARD PENETRATION TEST DATA	
SPOON INSIDE DIA.	1 3/8 in.
SPOON OUTSIDE DIA.	2 in.
ASTM STANDARD DROP SAFETY HAMMER (ROPE-CATHEAD)	
AVG. HAMMER DROP	30 in.
HAMMER WEIGHT	140 lbs.

GRANULAR MATERIALS

RELATIVE DENSITY	SPT (BLOWS/FOOT)
VERY LOOSE	LESS THAN 4
LOOSE	4-10
MEDIUM DENSE	10-30
DENSE	30-50
VERY DENSE	GREATER THAN 50

SILTS AND CLAYS

CONSISTENCY	SPT (BLOWS/FOOT)
VERY SOFT	LESS THAN 2
SOFT	2-4
FIRM	4-8
STIFF	8-15
VERY STIFF	15-30
HARD	GREATER THAN 30

- NOTES:
- LAYER BOUNDARIES ARE APPROXIMATE AND REPRESENT SOIL LAYERS AT EACH TEST HOLE LOCATION ONLY. SUBSURFACE VARIATIONS BETWEEN BORINGS SHOULD BE ANTICIPATED.
 - LATITUDE AND LONGITUDE AT BORING LOCATIONS IS BASED ON HANDHELD GPS DEVICE.

SOIL DESIGN PARAMETERS FOR B-301-1

DEPTH (FEET)	SOIL TYPE	SOIL UNIT WEIGHT (pcf)		SOIL FRICTION ANGLE (φ) (DEGREES)	COHESION (psf)	ULTIMATE SHEAR STRENGTH (psf)	EARTH PRESSURE COEFFICIENT		SOIL MODULUS, k (pci)
		TOTAL (γ) (ABOVE GWT)	EFFECTIVE (γ')				ACTIVE	PASSIVE	
0-5	SAND	105	43	29	-	-	0.347	2.88	10
5-8	LIMESTONE	135	73	-	-	8,000	1	1	-
8-30	LIMESTONE	135	73	-	-	15,000	1	1	-

SOIL DESIGN PARAMETERS FOR B-301-2

DEPTH (FEET)	SOIL TYPE	SOIL UNIT WEIGHT (pcf)		SOIL FRICTION ANGLE (φ) (DEGREES)	COHESION (psf)	ULTIMATE SHEAR STRENGTH (psf)	EARTH PRESSURE COEFFICIENT		SOIL MODULUS, k (pci)
		TOTAL (γ) (ABOVE GWT)	EFFECTIVE (γ')				ACTIVE	PASSIVE	
0-3	SAND	105	43	29	-	-	0.347	2.88	10
3-6	LIMESTONE	135	73	-	-	8,000	1	1	-
6-30	LIMESTONE	135	73	-	-	15,000	1	1	-

SOIL DESIGN PARAMETERS FOR B-301-3

DEPTH (FEET)	SOIL TYPE	SOIL UNIT WEIGHT (pcf)		SOIL FRICTION ANGLE (φ) (DEGREES)	COHESION (psf)	ULTIMATE SHEAR STRENGTH (psf)	EARTH PRESSURE COEFFICIENT		SOIL MODULUS, k (pci)
		TOTAL (γ) (ABOVE GWT)	EFFECTIVE (γ')				ACTIVE	PASSIVE	
0-2	SAND	105	43	29	-	-	0.347	2.88	10
2-6	LIMESTONE	135	73	-	-	8,000	1	1	-
6-13	LIMESTONE	135	73	-	-	15,000	1	1	-
13-18	LIMESTONE	120	58	-	-	-	1	1	-
18-30	LIMESTONE	135	73	-	-	15,000	1	1	-

REVISIONS						JAMES JACKSON, P.E. P.E. LICENSE NUMBER 77733 TERRACON 8260 VICO COURT SARASOTA, FLORIDA 34240	DRAWN BY: MG 2-4-21	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET TITLE:		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		CHECKED BY: JJ 2-4-21				REPORT OF CORE BORINGS FOR SIGNALS		
							DESIGNED BY: <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> <th colspan="2">PROJECT NAME:</th> <th>SHEET NO.</th>	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NAME:		SHEET NO.
							CHECKED BY: <td>CANAL</td> <td>MANATEE</td> <td>-</td> <td colspan="2">CANAL ROAD - PHASE 1 FROM US 301 TO 22ND LANE EAST</td> <td>-</td>	CANAL	MANATEE	-	CANAL ROAD - PHASE 1 FROM US 301 TO 22ND LANE EAST		-

EXHIBIT A-18
FIELD PERMEABILITY TEST RESULTS - CANAL ROAD
USBR METHOD

LOCATION	DEPTH OF	SCREEN	BOREHOLE	FLOW RATE				HEAD CONDITIONS			AVERAGE
(PZ No.)	SCREEN	LENGTH	DIAMETER	TIME	VOL	Q	Q	STICK UP	DEPTH	HEAD	PERMEABILITY
	(feet)	(feet)	(inches)	(minutes)	(gallons)	(gpm)	(cfs)	(feet)	(feet)	(feet)	(feet/day)
1B2-1	11 to 16	5.0	4	23.8	2.32	0.10	0.0002	0	5	5	0.4
1B2-2	11 to 16	5.0	4	14.6	2.32	0.16	0.0004	0.0	5.1	5.1	0.6
1C1-1	11 to 16	5.0	4	1.9	1.75	0.92	0.0021	0.0	1.8	1.8	10.7
1C1-2	11 to 16	5.0	4	15.5	2.32	0.15	0.0003	0.0	6.1	6.1	0.5

APPENDIX B – LABORATORY TESTING

Contents:

Exhibit B-1	Laboratory Testing Procedures
Exhibit B-2	Summary of Laboratory Testing
Exhibit B-3 to B-6	Grain Size Distribution Results
Exhibits B-7 to B-11	LBR Test Results

Exhibit B-1: Laboratory Testing Procedures

The project engineer reviewed the field data and assigned laboratory tests to understand the engineering properties of the various soil strata, as necessary, for this project. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods were applied because of local practice or professional judgment. Standards noted below include reference to other, related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D1140 Standard Test Method for Amount of Material in Soils Finer than No. 200 (75- μ m) Sieve) in Soil by Washing
- ASTM D6913 Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis
- FM 1-T267 Determination of Organic Content in Soil by Loss on Ignition
- FM 5-515 Limerock Bearing Ratio
- FM 5-550 pH of Soil and Water
- FM 5-551 Minimum Resistivity of Soil and Water
- FM 5-552 Chloride in Soil and Water
- FM 5-553 Sulfate in Soil and Water

Our laboratory testing program also included review of soil samples by an engineer. Based on observation and test data, the engineer classified the soil samples in accordance with the Unified Soil Classification System (ASTM D2487) and the American Association of State Highway and Transportation Officials (AASHTO) classification system.

Geotechnical Engineering Report

Canal Road – Phase 1 ■ Palmetto, Manatee County, Florida

June 1, 2021 ■ Terracon Project No. HC185036

**Exhibit B-2: Summary of Laboratory Testing**

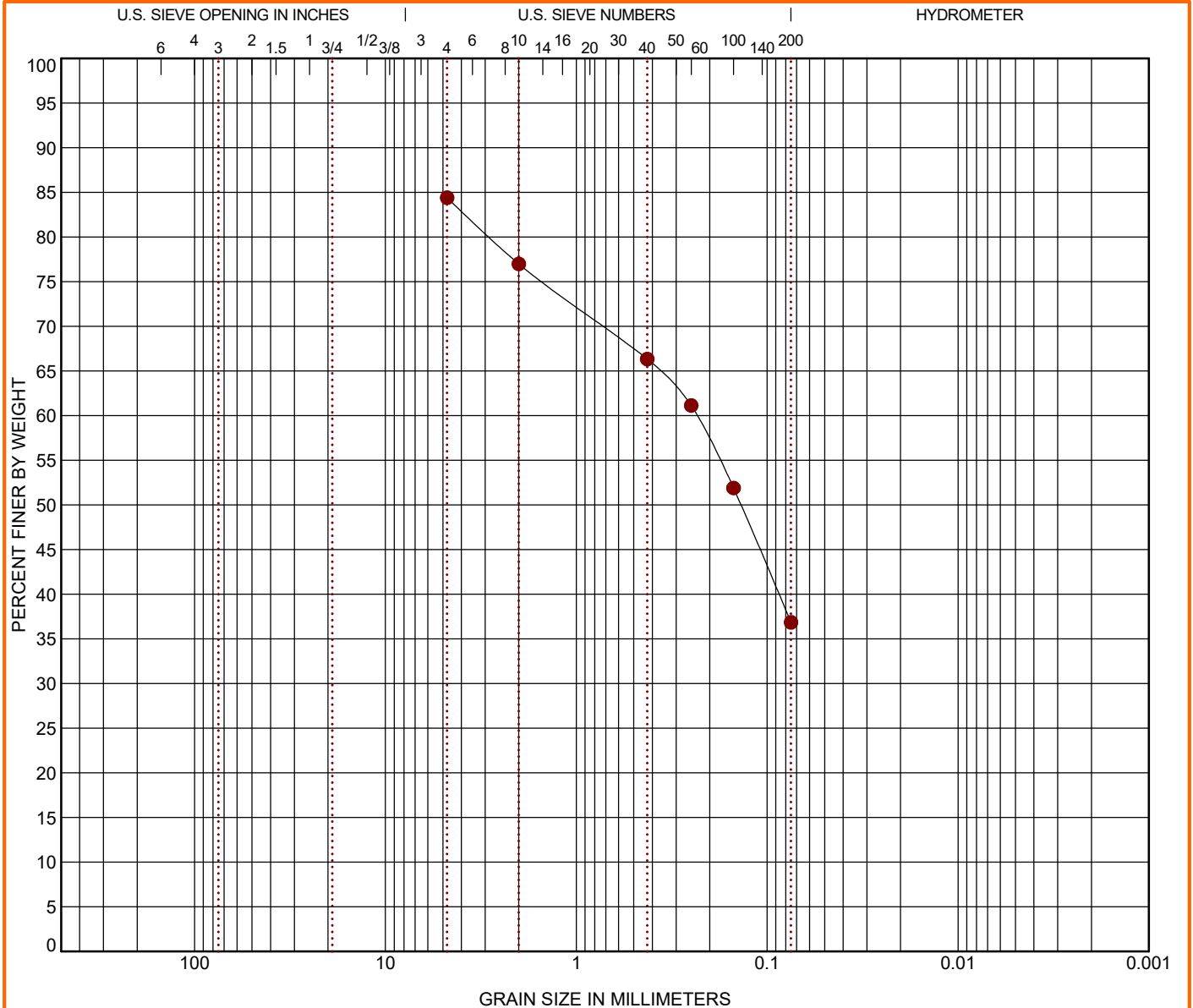
Location	Sample Depth (feet)	Moisture Content (%)	Organic Content (%)	Fines Content (%)	Atterberg Limits (%)		AASHTO Classification	Stratum Number
					LL	PI		
AB-109R	2 to 3	25	8.5	18	-	-	A-8	1
AB-116L	3 to 5	22	-	44	43	24	A-7-6	4
AB-135L	4 to 5	20	-	27	-	-	A-2-6	3
AB-146R	2.5 to 5	19	-	29	-	-	A-2-6	3
BC-1	2 to 4	17	4.4	14	-	-	A-2-6	3
BC-2	2 to 4	19	-	37	-	-	A-7-6	4
BC-2	8 to 10	31	-	24	-	-	A-2-6	3
BC-3	0 to 2	23	-	40	-	-	A-7-6	4
BC-7	0 to 2	20	-	31	-	-	A-2-6	3
BC-9	2 to 4	25	-	16	-	-	A-2-6	3
BC-10	0 to 2	15	-	11	-	-	A-2-4	2
BC-12	2 to 4	19	-	38	44	24	A-7-6	4
BC-17	2 to 4	26	-	26	-	-	A-2-6	3
BC-19	4 to 6	21	-	18	-	-	A-2-6	3
BC-23	6 to 8	34	-	43	-	-	A-7-6	4
BC-24	2 to 4	18	-	23	-	-	A-2-6	3
BC-CR1C-1	0 to 2	24	-	40	-	-	A-2-6	3
BC-CR1C-1	2 to 4	28	8.4	26	-	-	A-8	1

GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136

Exhibit B-3


LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS & AASHTO DESC COMBINED HC185036 CANAL ROAD PONDS.GPJ TERRACON_DATATEMPLATE.GDT 12/17/20



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Boring ID	Depth	USCS Classification	AASHTO Classification	WC (%)	LL	PL	PI	Cc	Cu
BC-2	2 - 4	Sandy CLAY (SC)	Sandy CLAY (A-7-6)	22.7					

Boring ID	Depth	D ₁₀₀	D ₆₀	D ₃₀	D ₁₀	%Gravel	%Sand	%Silt	%Fines	%Clay
BC-2	2 - 4	4.75	0.235				47.6		36.9	

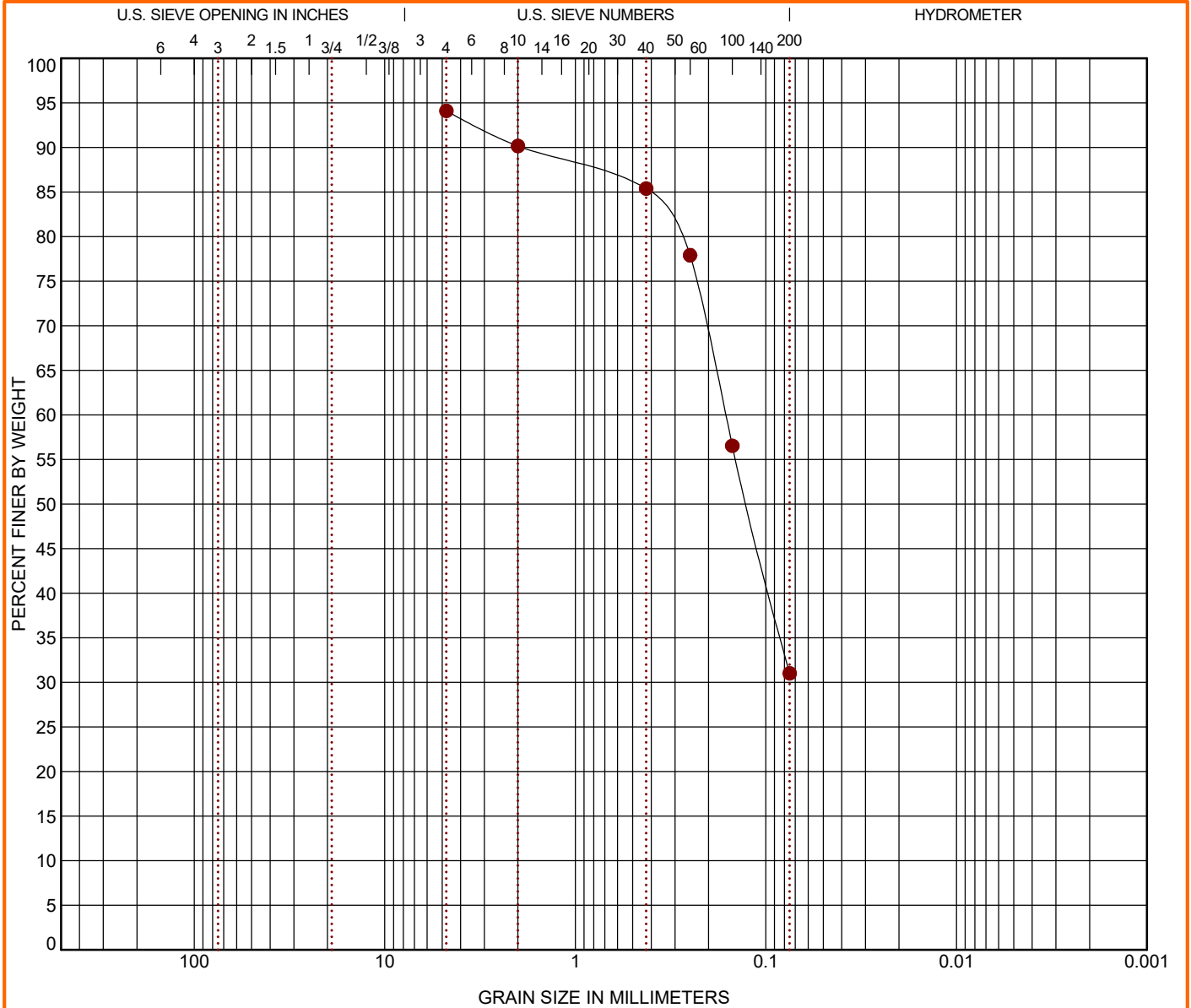
PROJECT: Canal Road	 8260 Vico Ct, Unit B Sarasota, FL	PROJECT NUMBER: HC185036
SITE: Canal Road Ellenton, FL		CLIENT: HDR Engineering, Inc. Sarasota, FL

GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136

Exhibit B-4


LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS & AASHTO DESC COMBINED HC185036 CANAL ROAD PONDS.GPJ TERRACON_DATATEMPLATE.GDT 12/17/20



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Boring ID	Depth	USCS Classification	AASHTO Classification	WC (%)	LL	PL	PI	Cc	Cu
BC-7	0 - 2	Clayey SAND (SC)	Clayey SAND (A-2-6)	25.5					

Boring ID	Depth	D ₁₀₀	D ₆₀	D ₃₀	D ₁₀	%Gravel	%Sand	%Silt	%Fines	%Clay
BC-7	0 - 2	4.75	0.163				63.1		31.0	

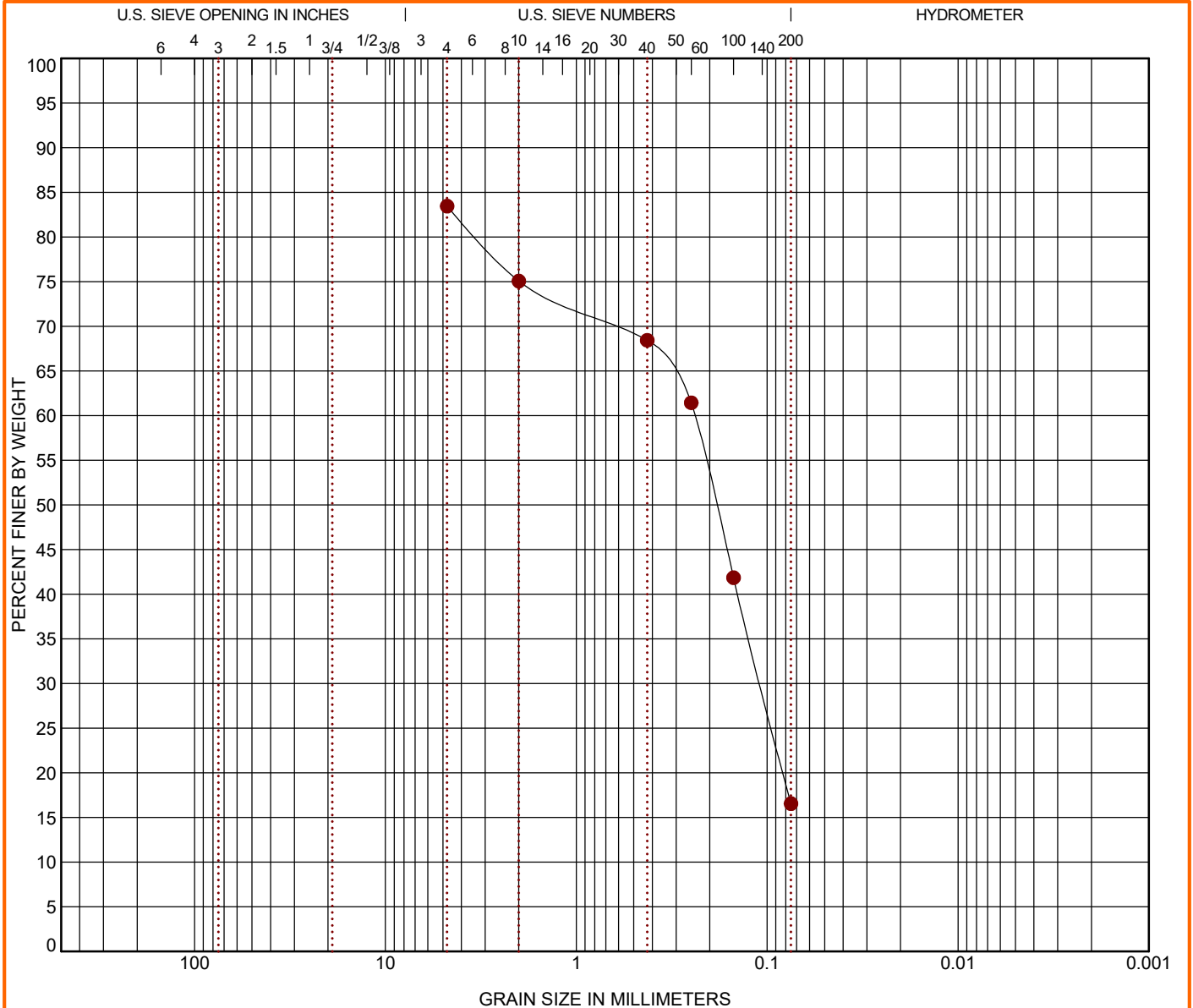
PROJECT: Canal Road	 8260 Vico Ct, Unit B Sarasota, FL	PROJECT NUMBER: HC185036
SITE: Canal Road Ellenton, FL		CLIENT: HDR Engineering, Inc. Sarasota, FL

GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136

Exhibit B-5


LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS & AASHTO DESC COMBINED HC185036 CANAL ROAD PONDS.GPJ TERRACON_DATATEMPLATE.GDT 12/17/20



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Boring ID	Depth	USCS Classification	AASHTO Classification	WC (%)	LL	PL	PI	Cc	Cu
BC-9	2 - 4	Clayey SAND (SC)	Clayey SAND (A-2-6)	24.7					

Boring ID	Depth	D ₁₀₀	D ₆₀	D ₃₀	D ₁₀	%Gravel	%Sand	%Silt	%Fines	%Clay
BC-9	2 - 4	4.75	0.241	0.108			66.9		16.5	

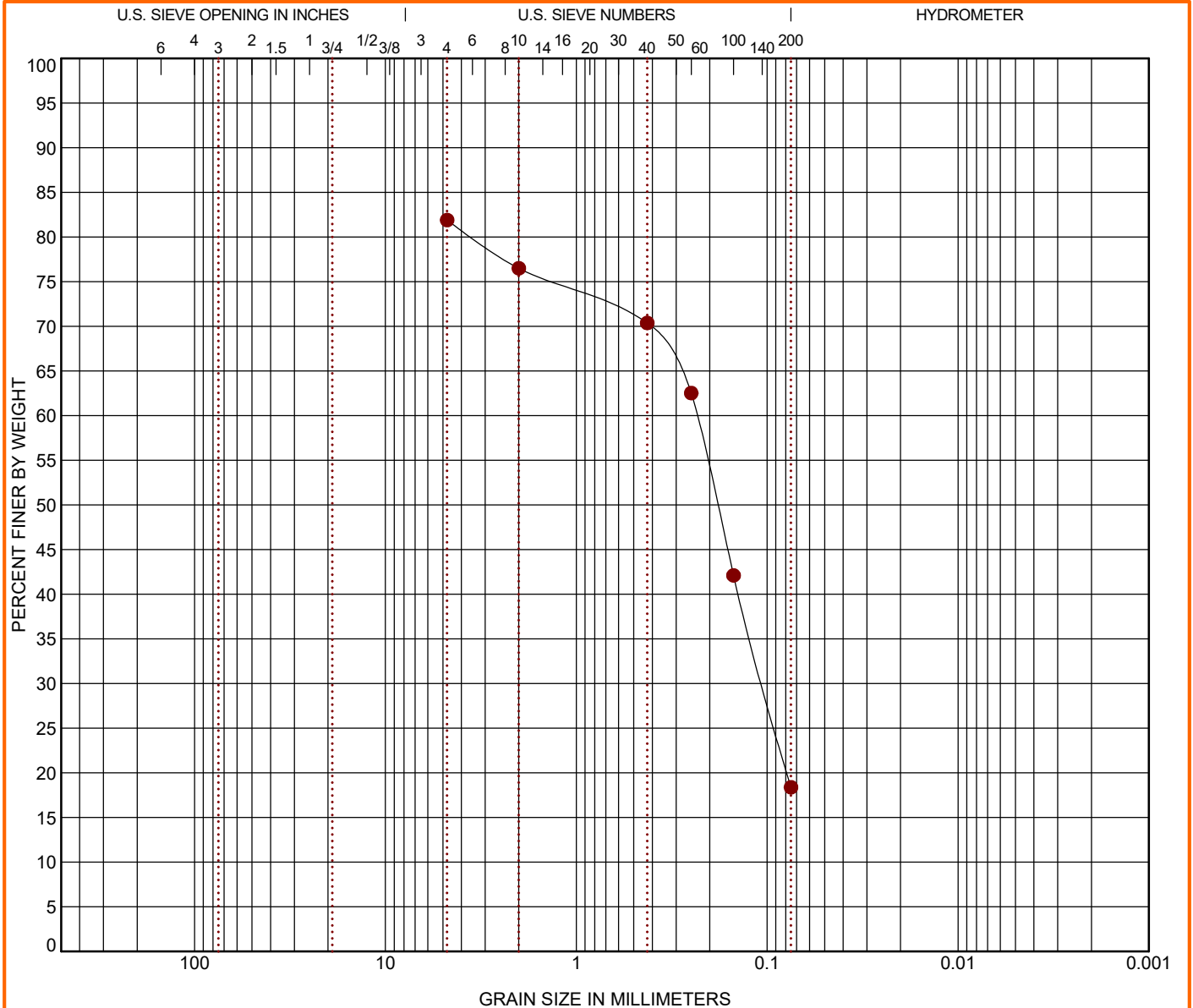
PROJECT: Canal Road	 8260 Vico Ct, Unit B Sarasota, FL	PROJECT NUMBER: HC185036
SITE: Canal Road Ellenton, FL		CLIENT: HDR Engineering, Inc. Sarasota, FL

GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136

Exhibit B-6

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS & AASHTO DESC COMBINED HC185036 CANAL ROAD PONDS.GPJ TERRACON_DATATEMPLATE.GDT 12/17/20



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Boring ID	Depth	USCS Classification	AASHTO Classification	WC (%)	LL	PL	PI	Cc	Cu
BC-19	4 - 6	Clayey SAND (SC)	Clayey SAND (A-2-6)	20.5					

Boring ID	Depth	D ₁₀₀	D ₆₀	D ₃₀	D ₁₀	%Gravel	%Sand	%Silt	%Fines	%Clay
BC-19	4 - 6	4.75	0.235	0.105			63.5		18.4	

PROJECT: Canal Road	 8260 Vico Ct, Unit B Sarasota, FL	PROJECT NUMBER: HC185036
SITE: Canal Road Ellenton, FL		CLIENT: HDR Engineering, Inc. Sarasota, FL

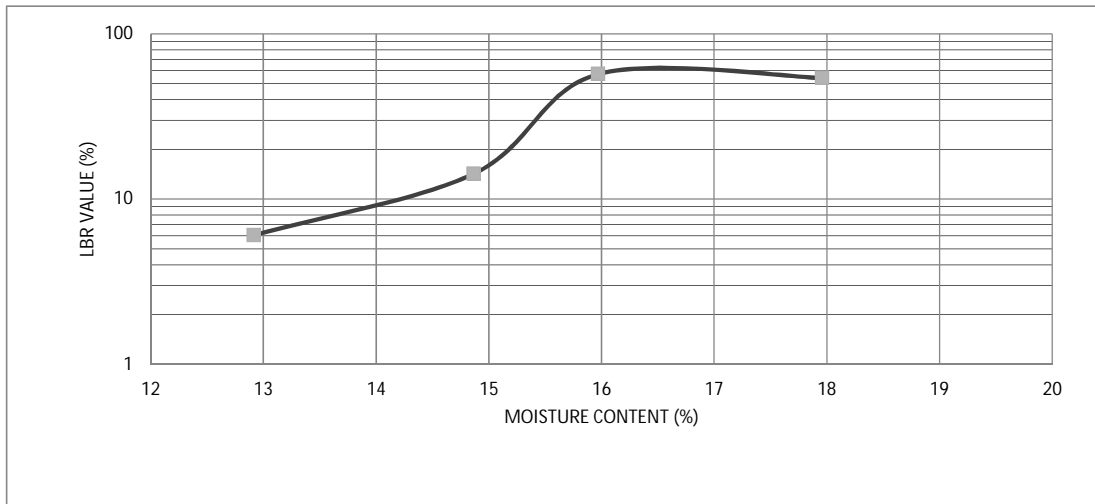
LIMEROCK BEARING RATIO TEST RESULTS (FM5-515)

TESTED FOR: Manatee County
 SAMPLE NO.: HC185036.0002
 TESTED BY: D. Richards
 DATE TESTED: November 12, 2020

PROJECT: Canal Road
 PROJECT NO: HC185036
 %<#4: 77.0%
 WASH 200: 24.4%

SAMPLE LOCATION: AB-102R

SOIL DESCRIPTION: Dark gray to gray silty sand with limestone

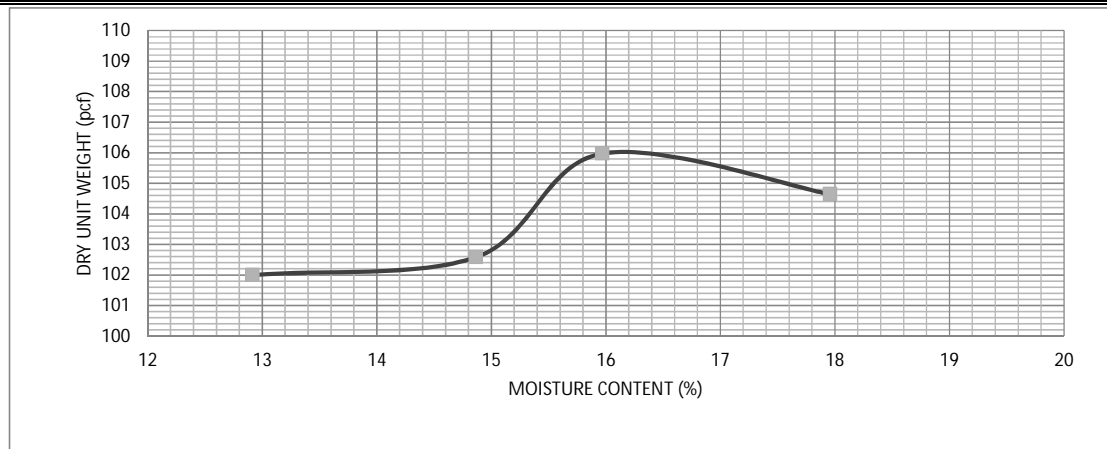


PROJECT LBR REQUIREMENT:

N/A

LBR VALUE:

57



OPT MOISTURE: **16.9**

MAX DENSITY: **107.2**

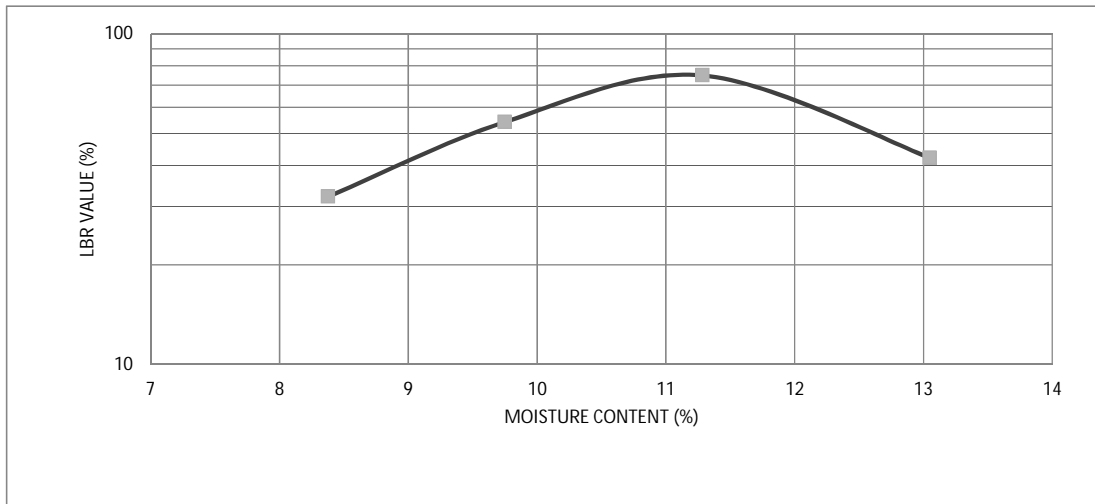
LIMEROCK BEARING RATIO TEST RESULTS (FM5-515)

TESTED FOR: Manatee County
 SAMPLE NO.: HC185036.0003
 TESTED BY: D. Richards
 DATE TESTED: November 13, 2020

PROJECT: Canal Road
 PROJECT NO: HC185036
 %<#4: 96.0%
 WASH 200: 12.4%

SAMPLE LOCATION: AB-112L

SOIL DESCRIPTION: Gray fine sand with silt, trace roots, and rock fragments

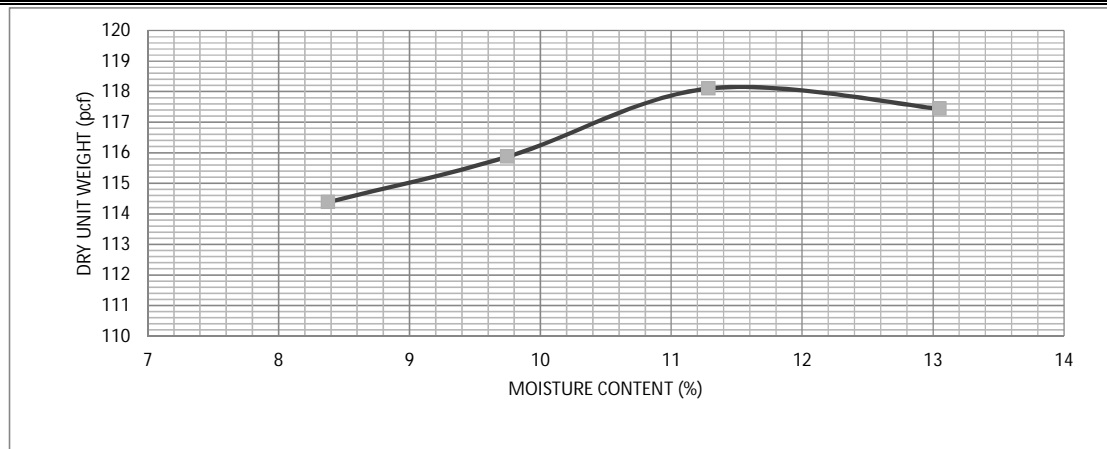


PROJECT LBR REQUIREMENT:

N/A

LBR VALUE:

75



OPT MOISTURE: **12.0**

MAX DENSITY: **118.4**

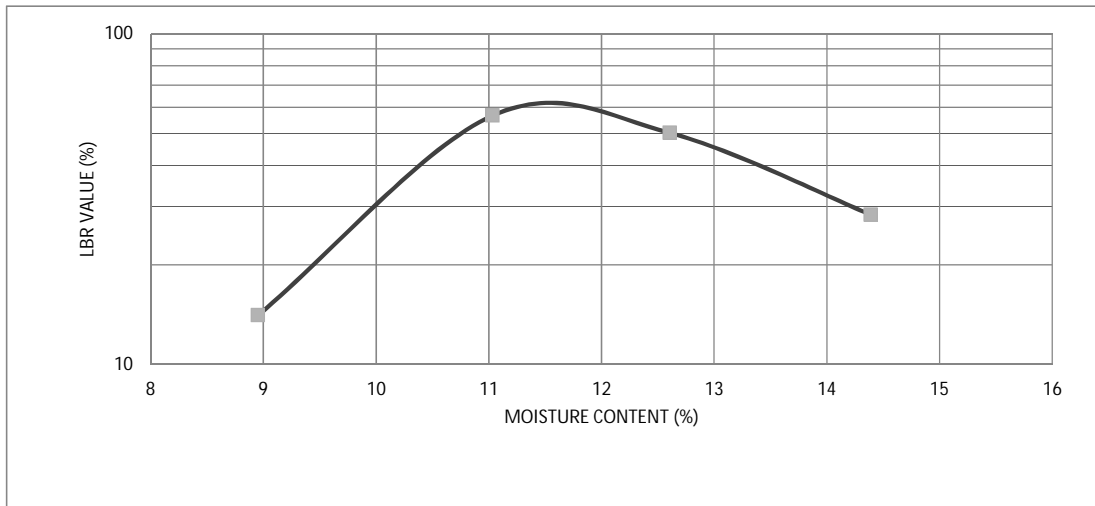
LIMEROCK BEARING RATIO TEST RESULTS (FM5-515)

TESTED FOR: Manatee County
 SAMPLE NO.: HC185036.0004
 TESTED BY: D. Richards
 DATE TESTED: November 17, 2020

PROJECT: Canal Road
 PROJECT NO: HC185036
 %<#4: 90.0%
 WASH 200: 16.4%

SAMPLE LOCATION: AB-121R

SOIL DESCRIPTION: Dark gray to gray silty fine sand with rock fragments

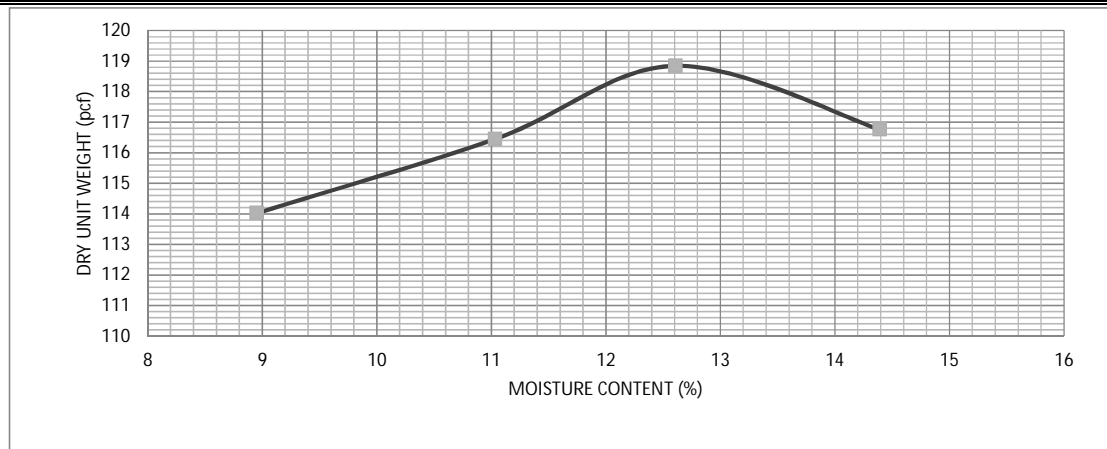


PROJECT LBR REQUIREMENT:

N/A

LBR VALUE:

57



OPT MOISTURE: **13.0**

MAX DENSITY: **119.0**

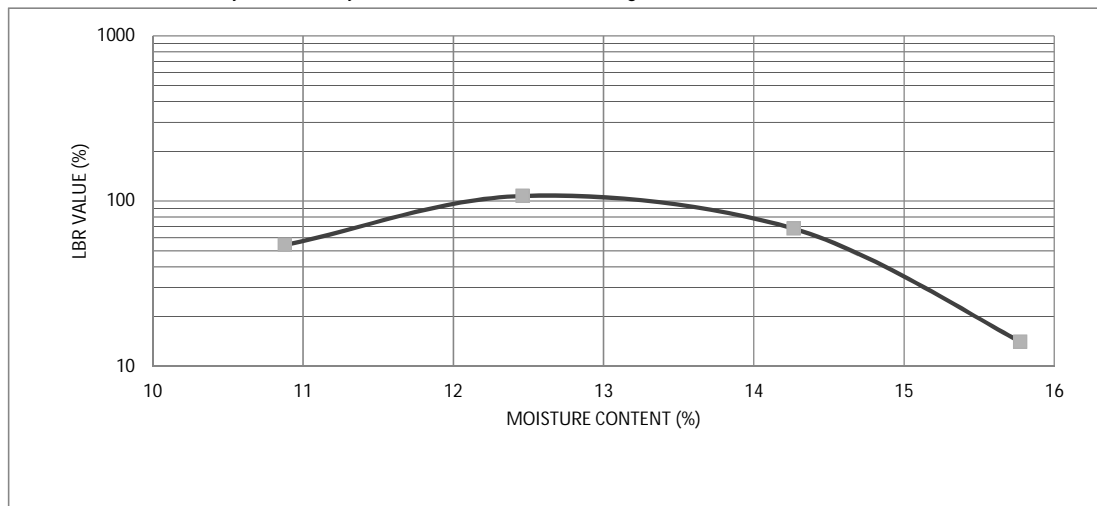
LIMEROCK BEARING RATIO TEST RESULTS (FM5-515)

TESTED FOR: Manatee County
 SAMPLE NO.: HC185036.0005
 TESTED BY: D. Richards
 DATE TESTED: November 17, 2020

PROJECT: Canal Road
 PROJECT NO: HC185036
 %<#4: 83.0%
 WASH 200: 20.5%

SAMPLE LOCATION: AB-131L

SOIL DESCRIPTION: Gray to brown silty fine sand with shell and rock fragments

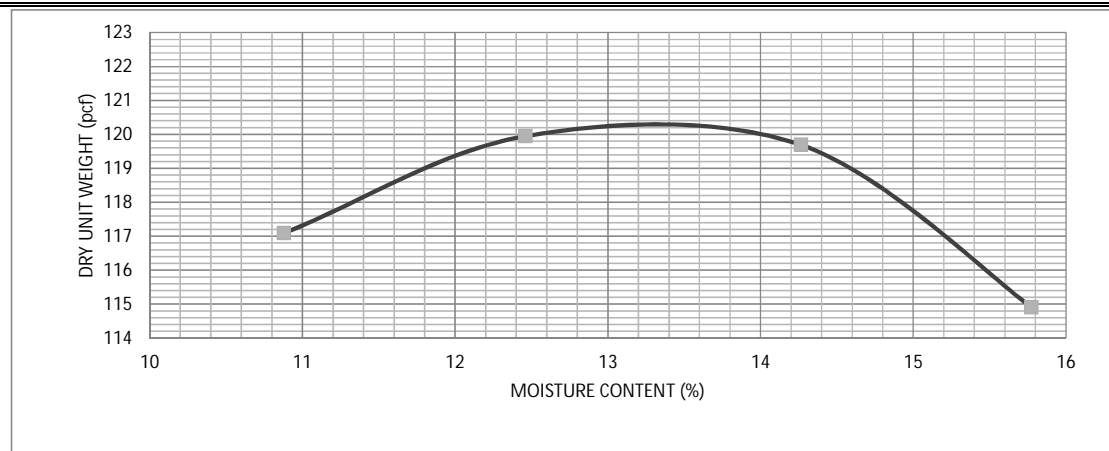


PROJECT LBR REQUIREMENT:

N/A

LBR VALUE:

107



OPT MOISTURE: **13.3**

MAX DENSITY: **120.3**

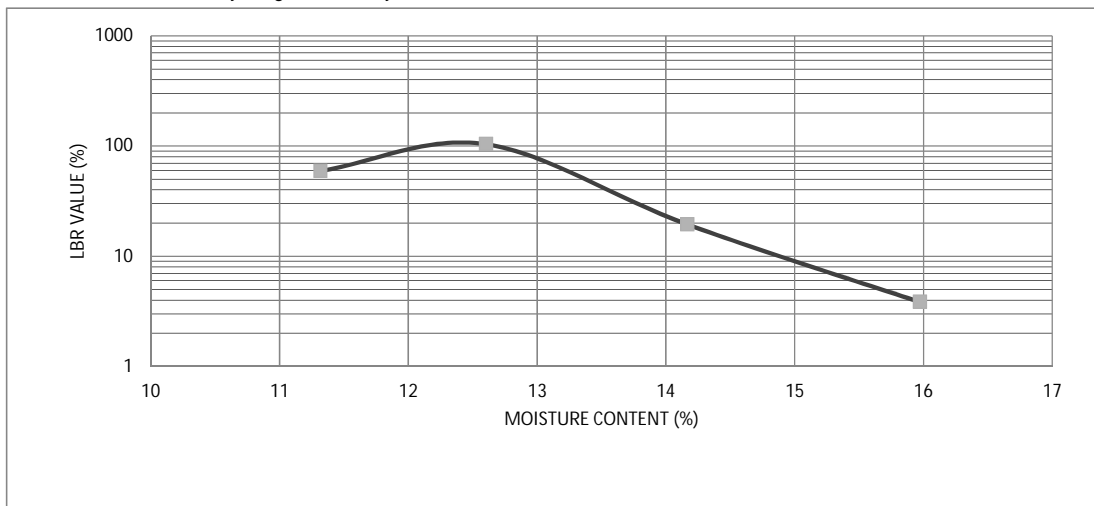
LIMEROCK BEARING RATIO TEST RESULTS (FM5-515)

TESTED FOR: HDR Engineering
 SAMPLE NO.: HC185036.0006
 TESTED BY: D. Richards
 DATE TESTED: November 13, 2020

PROJECT: Canal Road
 PROJECT NO: HC185036
 %<#4: 83.0%
 WASH 200: 13.1%

SAMPLE LOCATION: AB-144R

SOIL DESCRIPTION: Gray to light brown silty fine sand with limestone

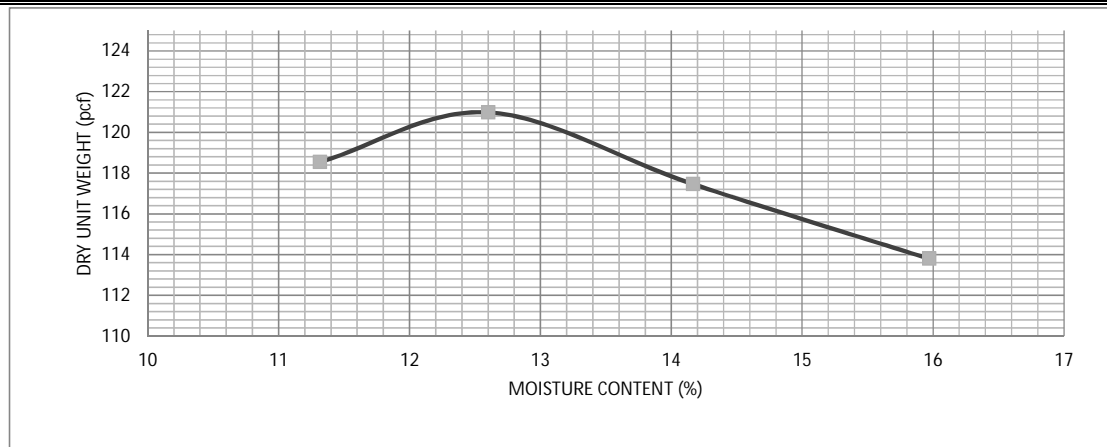


PROJECT LBR REQUIREMENT:

N/A

LBR VALUE:

104



OPT MOISTURE: **12.4**

MAX DENSITY: **121.1**

APPENDIX C – SUPPORTING INFORMATION

Contents:

Exhibit C-1	Historical Aerial Photographs (21 pages)
-------------	--

Historical Aerial Photographs

[NEW: GeoLens by Geosearch](#)

Target Property:

Canal Road Widening

Canal Road

Palmetto, Manatee, Florida 34221

Prepared For:

Terracon Consultants-Sarasota

Order #: 157141

Job #: 383351

Project #: HC185036

Date: 11/17/2020

Target Property Summary

Canal Road Widening

Canal Road

Palmetto, Manatee, Florida 34221

USGS Quadrangle: **Palmetto**

Target Property Geometry: **Area**

Target Property Longitude(s)/Latitude(s):

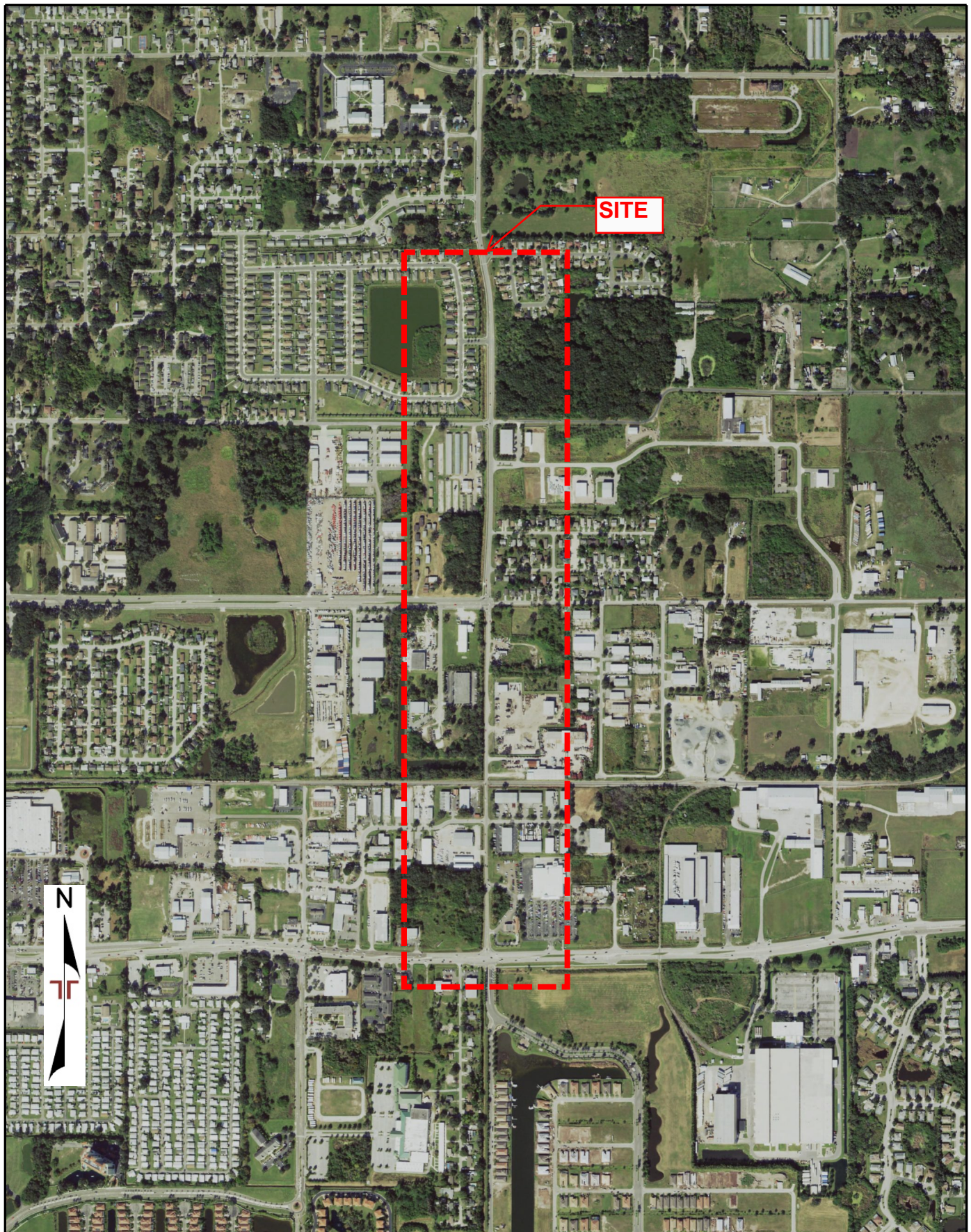
(-82.550130514, 27.535593528), (-82.546353963, 27.535593528), (-82.546353963, 27.520523088),

(-82.550130514, 27.520523088)

Aerial Research Summary

<u>Date</u>	<u>Source</u>	<u>Scale</u>	<u>Frame</u>
2019	USDA	1" = 1000'	N/A
2017	USDA	1" = 1000'	N/A
2015	USDA	1" = 1000'	N/A
2013	USDA	1" = 1000'	N/A
2010	USDA	1" = 1000'	N/A
2007	USDA	1" = 1000'	N/A
2006	USDA	1" = 1000'	N/A
2005	USDA	1" = 1000'	N/A
12/31/1998	USGS	1" = 1000'	N/A
01/27/1995	USGS	1" = 1000'	N/A
11/12/1991	FDOT	1" = 1000'	3952-08-09
02/07/1984	USGS	1" = 1000'	35-75
12/07/1977	FDOT	1" = 1000'	2179-07-08
06/30/1969	USGS	1" = 1000'	1-38
03/28/1962	USGS	1" = 1000'	1-25
12/13/1957	ASCS	1" = 1000'	2-13
05/21/1951	ASCS	1" = 1000'	3-42
04/22/1940	ASCS	1" = 1000'	2-46

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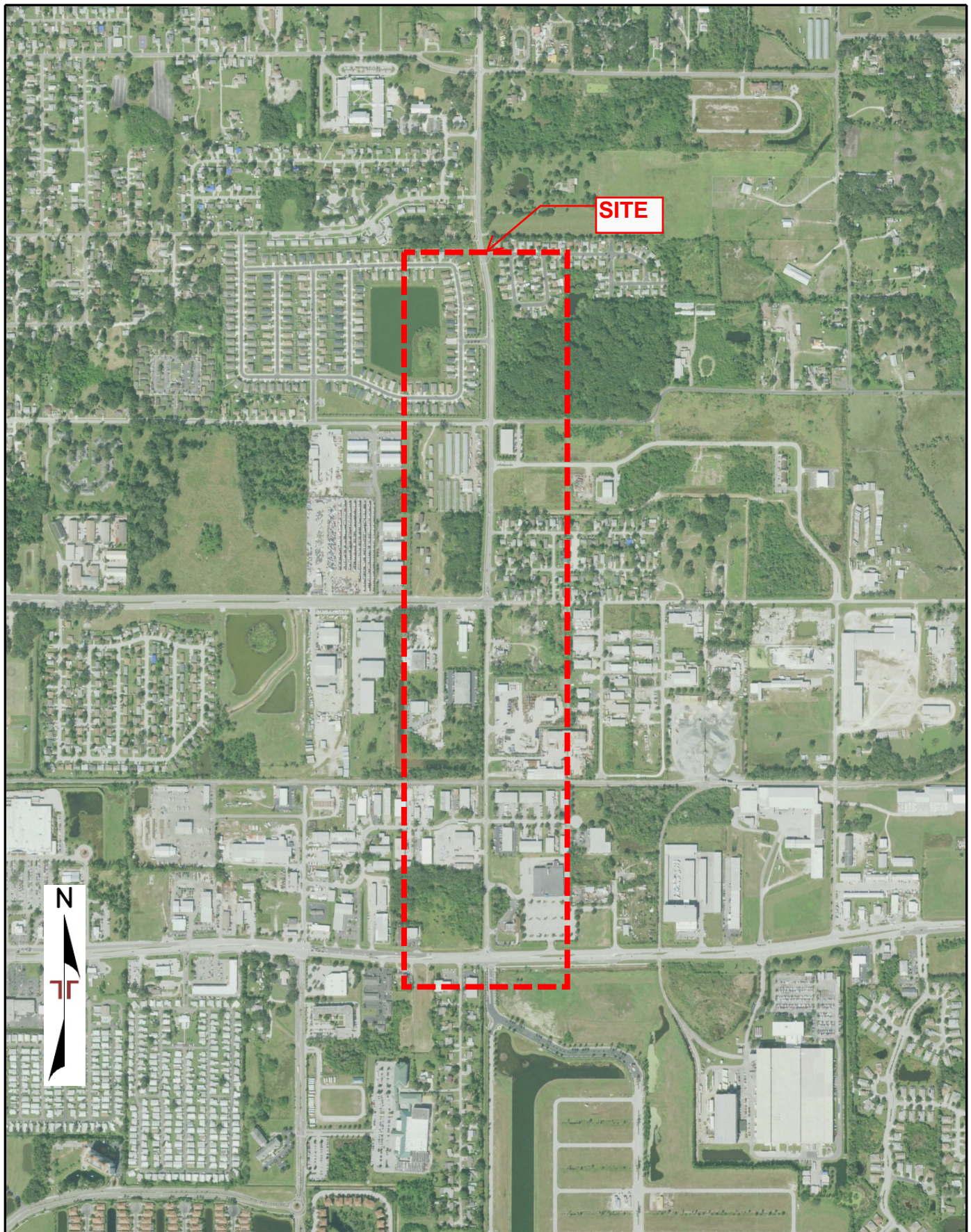
Project Manager:	Project No: HC185036
Drawn by:	Scale: 1" = 1000'
Checked by:	File Name: USDA
Approved by:	Date: 2019

Terracon
8260 Vico Court, Unit B
Sarasota, Florida 34240

AERIAL PHOTOGRAPH

Canal Road Widening
Canal Road
Palmetto, Florida 34221

Appendix
C



Project Manager:	Project No: HC185036
Drawn by:	Scale: 1" = 1000'
Checked by:	File Name: USDA
Approved by:	Date: 2017

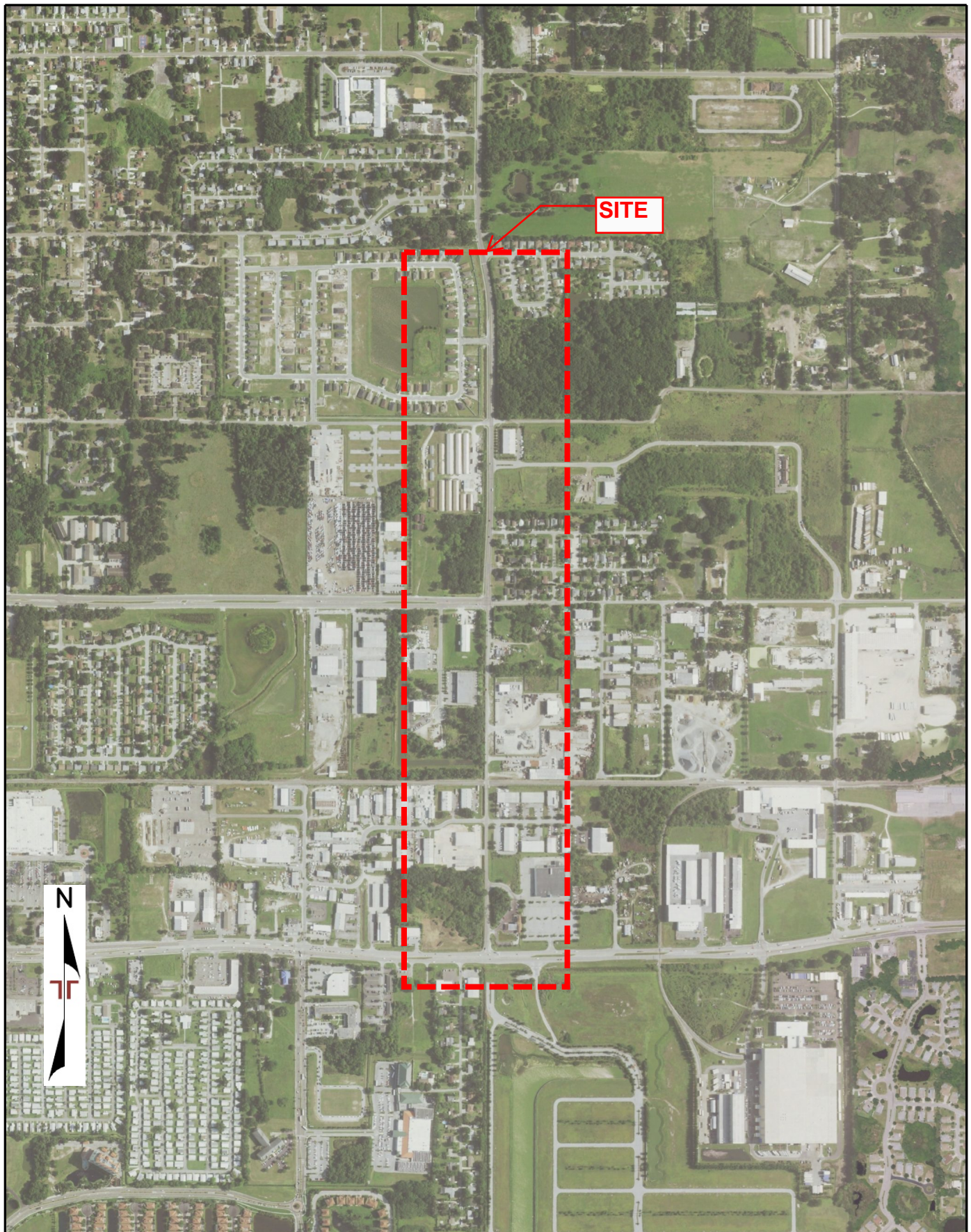
Terracon

8260 Vico Court, Unit B
Sarasota, Florida 34240

AERIAL PHOTOGRAPH

Canal Road Widening
Canal Road
Palmetto, Florida 34221

Appendix
C

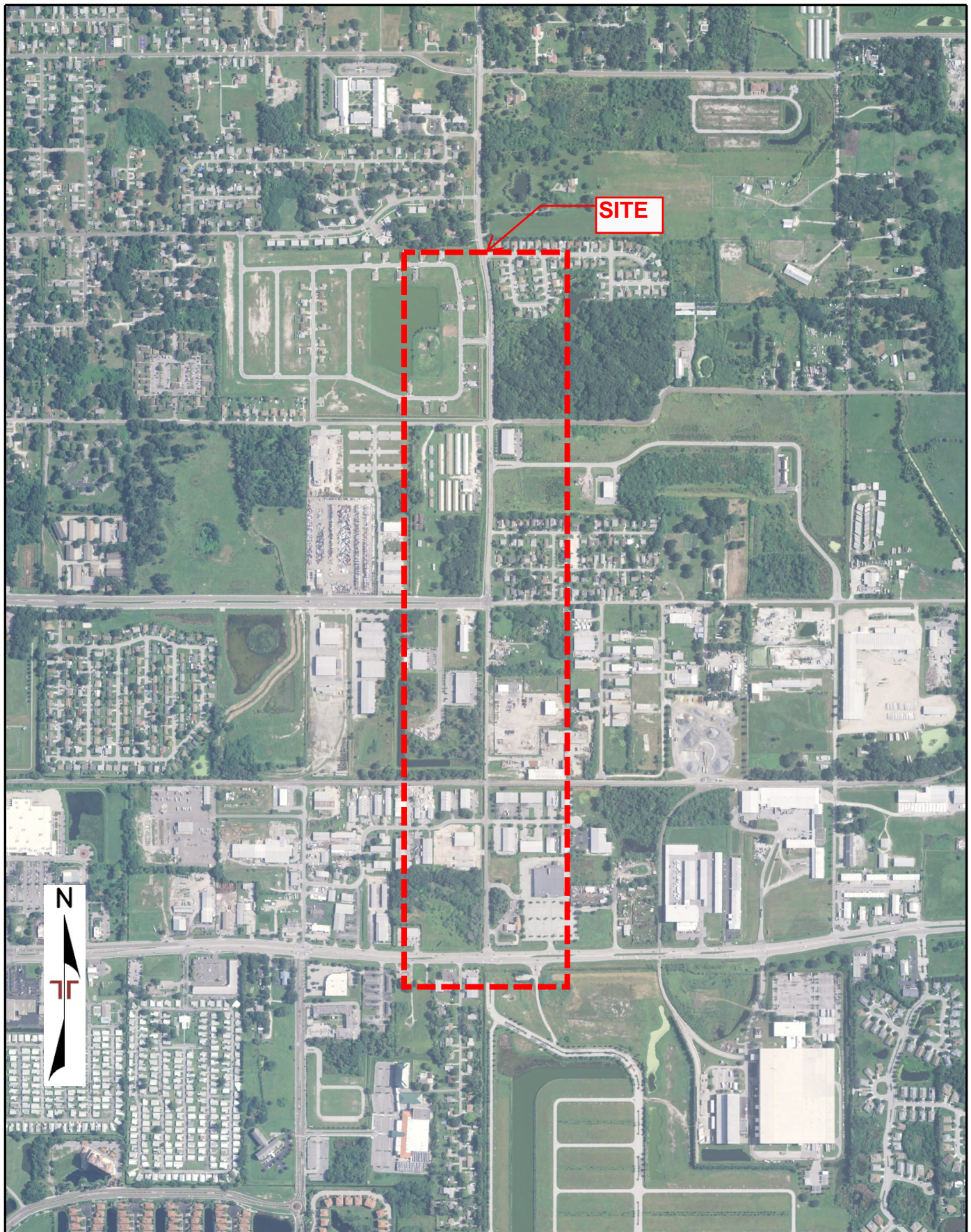


Project Manager:	Project No: HC185036
Drawn by:	Scale: 1" = 1000'
Checked by:	File Name: USDA
Approved by:	Date: 2015

Terracon
8260 Vico Court, Unit B
Sarasota, Florida 34240

AERIAL PHOTOGRAPH
Canal Road Widening Canal Road Palmetto, Florida 34221

Appendix
C



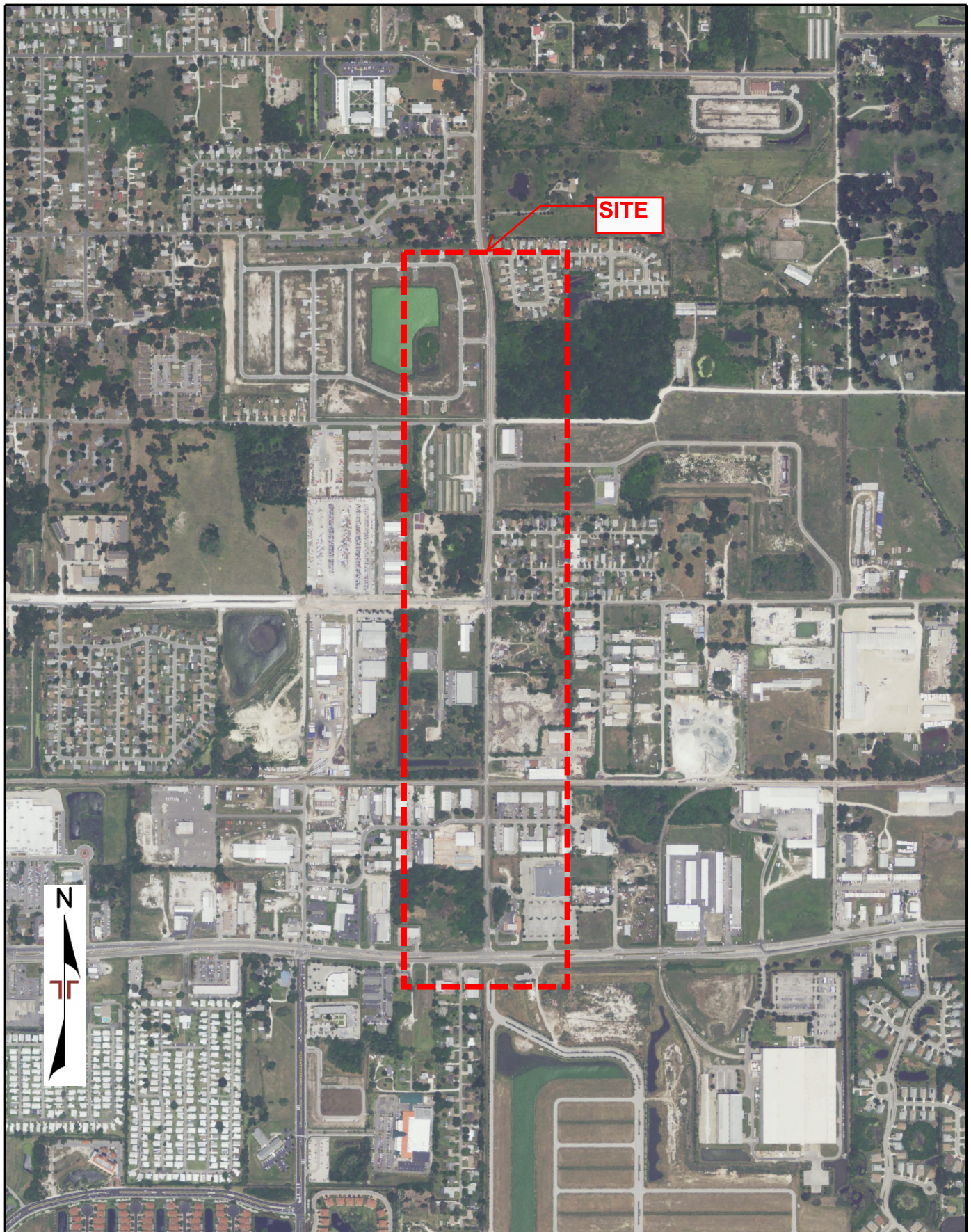
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Drawn by:	Scale: 1" = 1000'
Checked by:	File Name: USDA
Approved by:	Date: 2013

Terracon
8260 Vico Court, Unit B
Sarasota, Florida 34240

AERIAL PHOTOGRAPH

Canal Road Widening
Canal Road
Palmetto, Florida 34221

Appendix
C



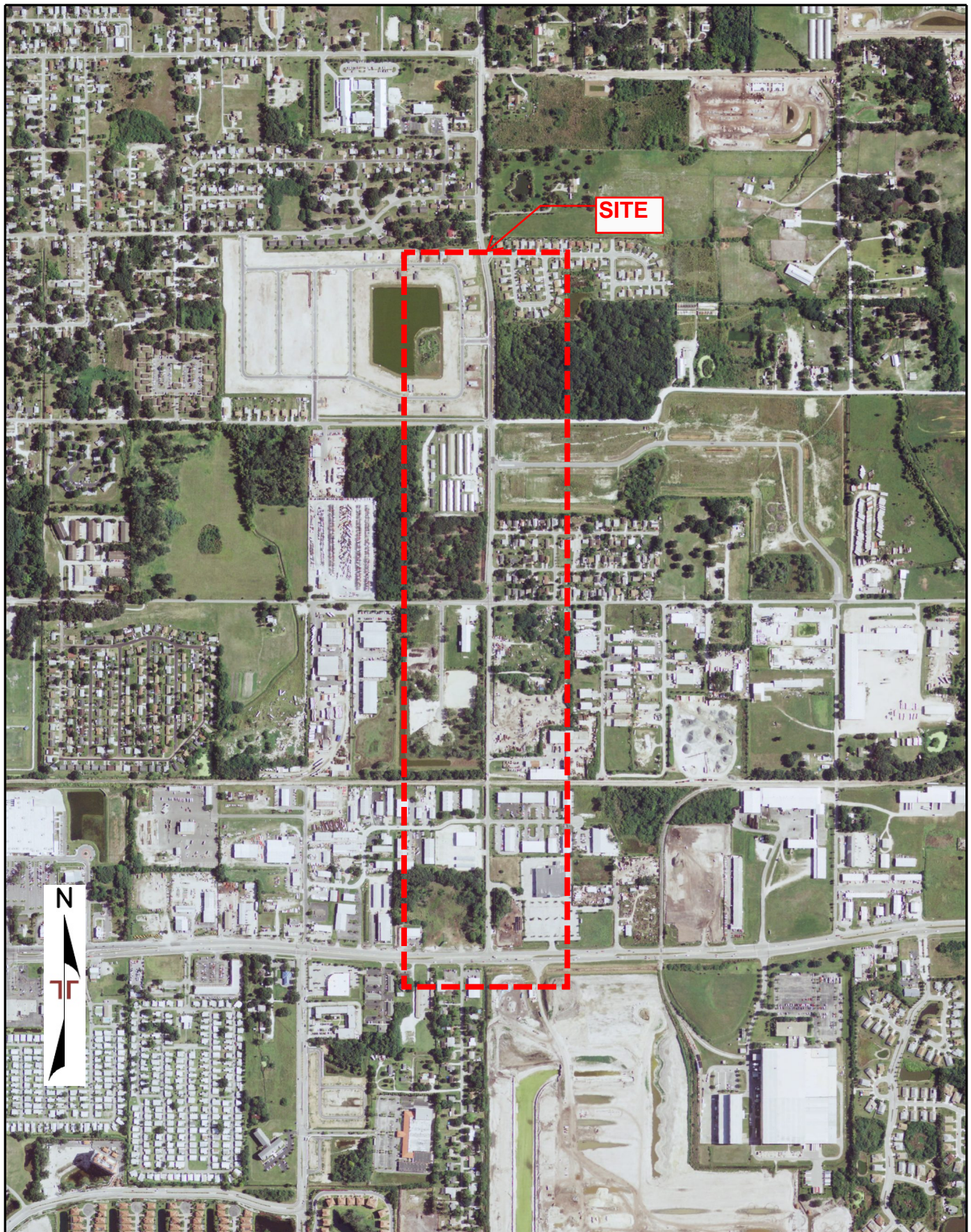
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Drawn by:	Scale: 1" = 1000'
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Approved by:	Date: 2010

Terracon
8260 Vico Court, Unit B
Sarasota, Florida 34240

AERIAL PHOTOGRAPH

Canal Road Widening
Canal Road
Palmetto, Florida 34221

Appendix
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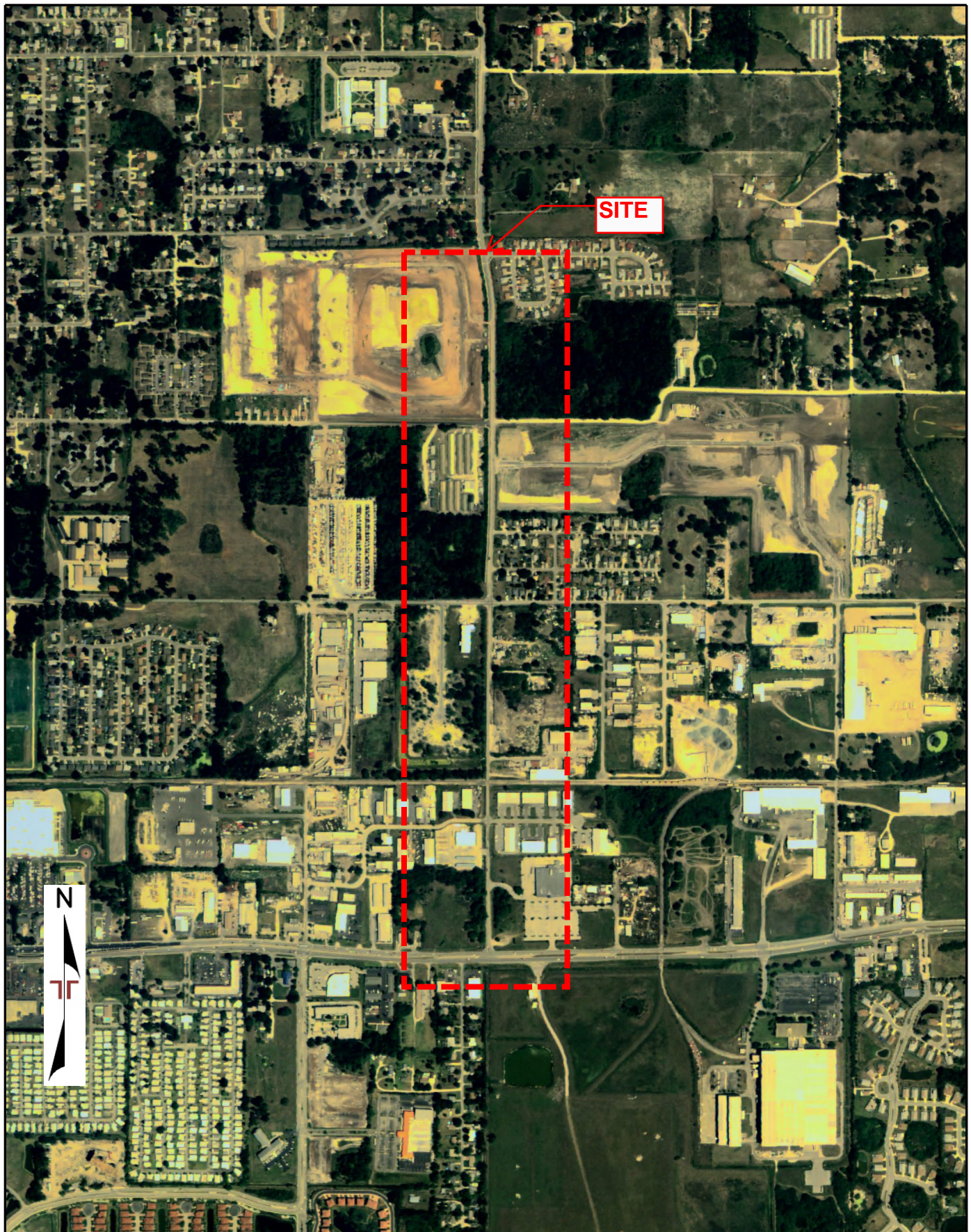
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Terracon
8260 Vico Court, Unit B
Sarasota, Florida 34240

AERIAL PHOTOGRAPH

Canal Road Widening
Canal Road
Palmetto, Florida 34221

Appendix
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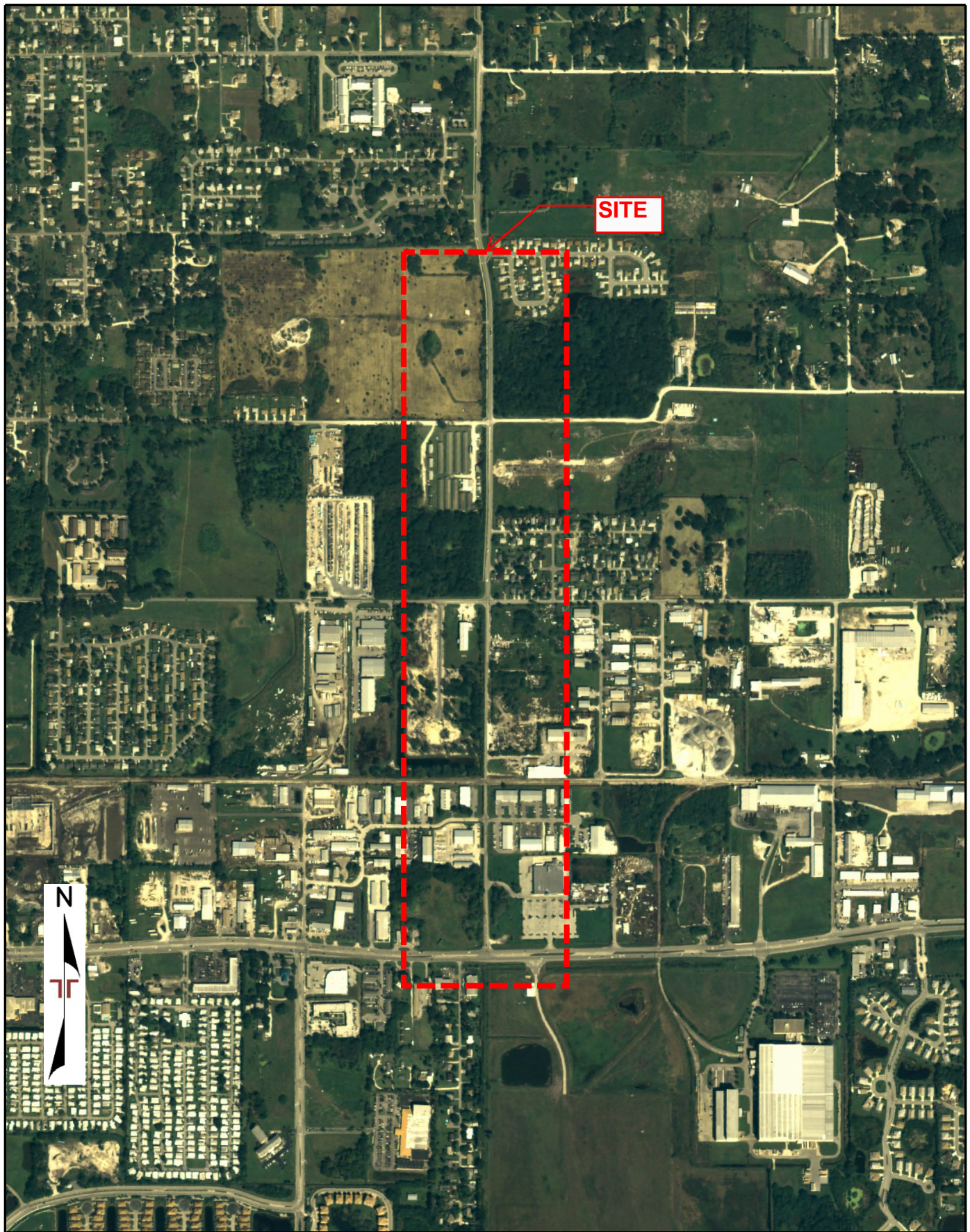
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Terracon
8260 Vico Court, Unit B
Sarasota, Florida 34240

AERIAL PHOTOGRAPH

Canal Road Widening
Canal Road
Palmetto, Florida 34221

Appendix
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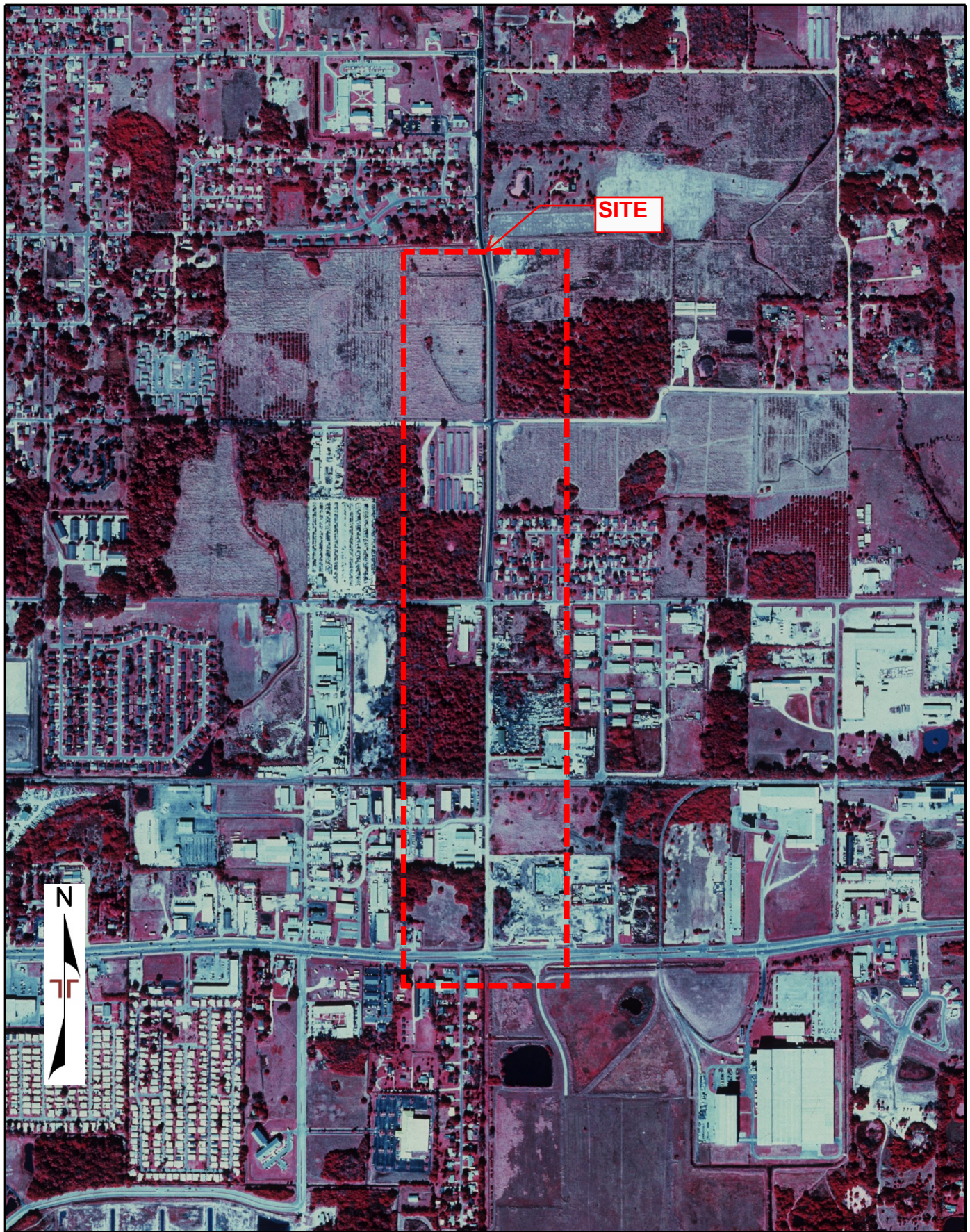
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Terracon
8260 Vico Court, Unit B
Sarasota, Florida 34240

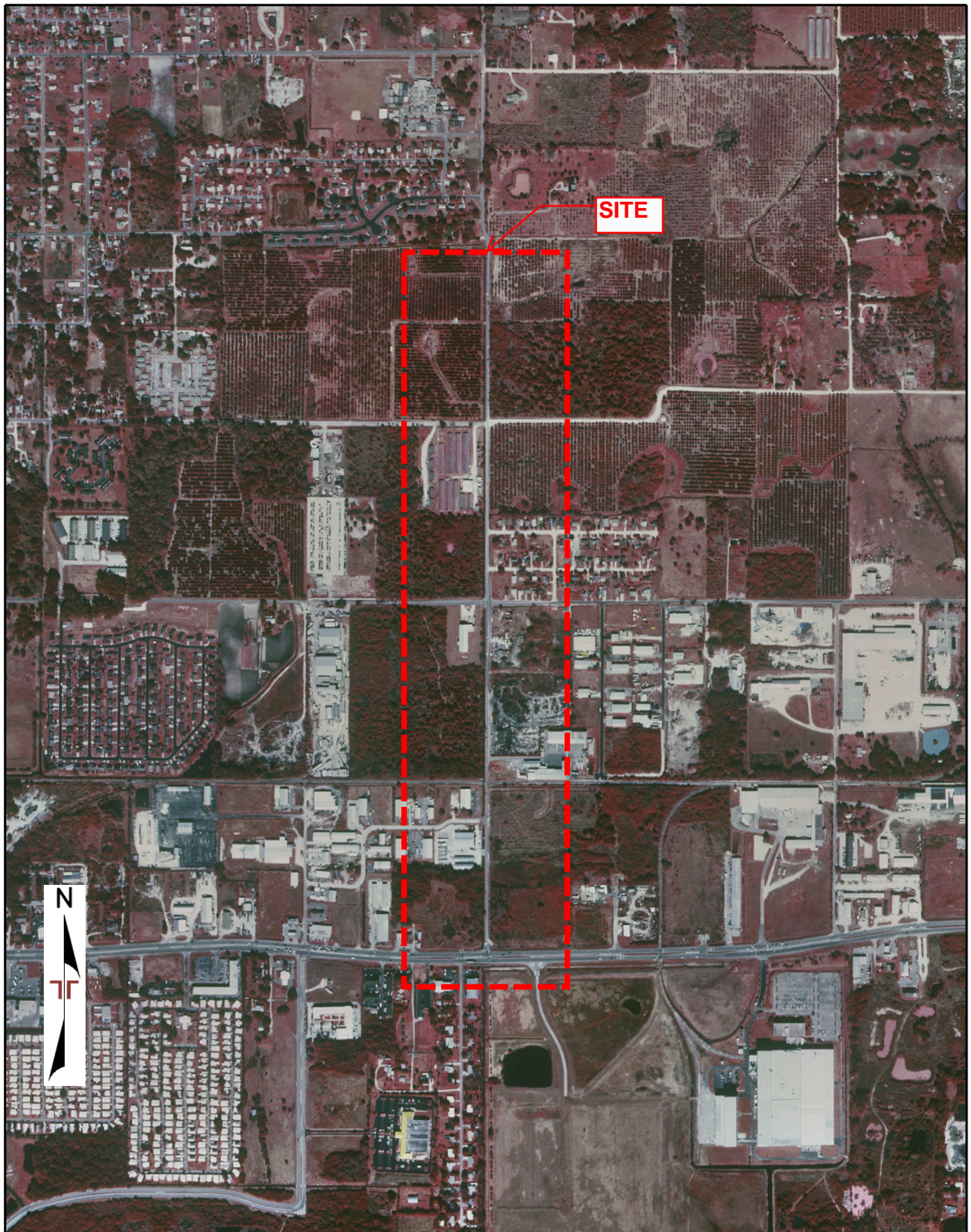
AERIAL PHOTOGRAPH

Canal Road Widening
Canal Road
Palmetto, Florida 34221

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Project Manager:	Project No: HC185036	 8260 Vico Court, Unit B Sarasota, Florida 34240	AERIAL PHOTOGRAPH Canal Road Widening Canal Road Palmetto, Florida 34221	Appendix
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Checked by:	File Name: USGS			
Approved by:	Date: 12/31/1998			



Project Manager:	Project No: HC185036
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Approved by:	Date: 01/27/1995

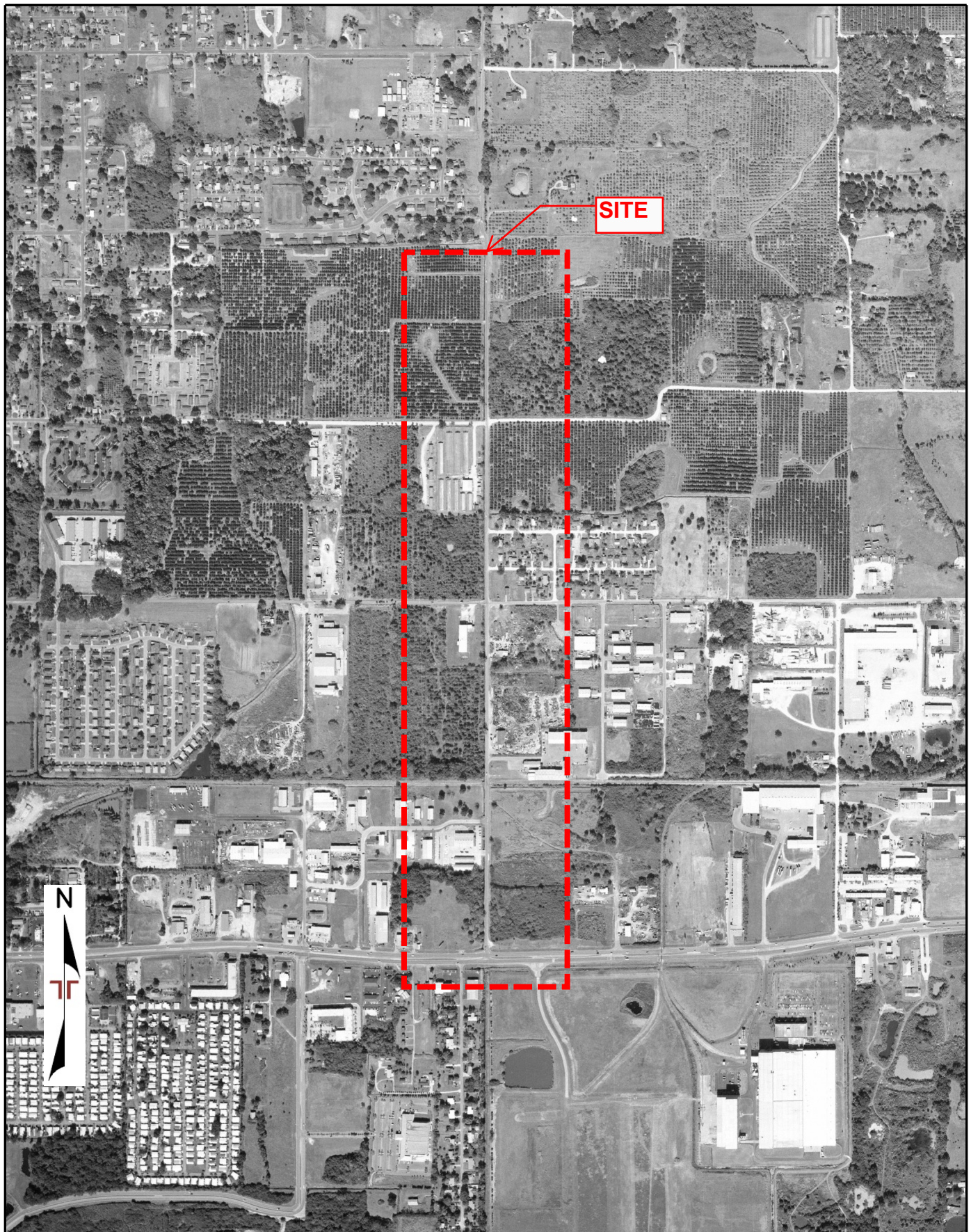
Terracon

8260 Vico Court, Unit B
Sarasota, Florida 34240

AERIAL PHOTOGRAPH

Canal Road Widening
Canal Road
Palmetto, Florida 34221

Appendix
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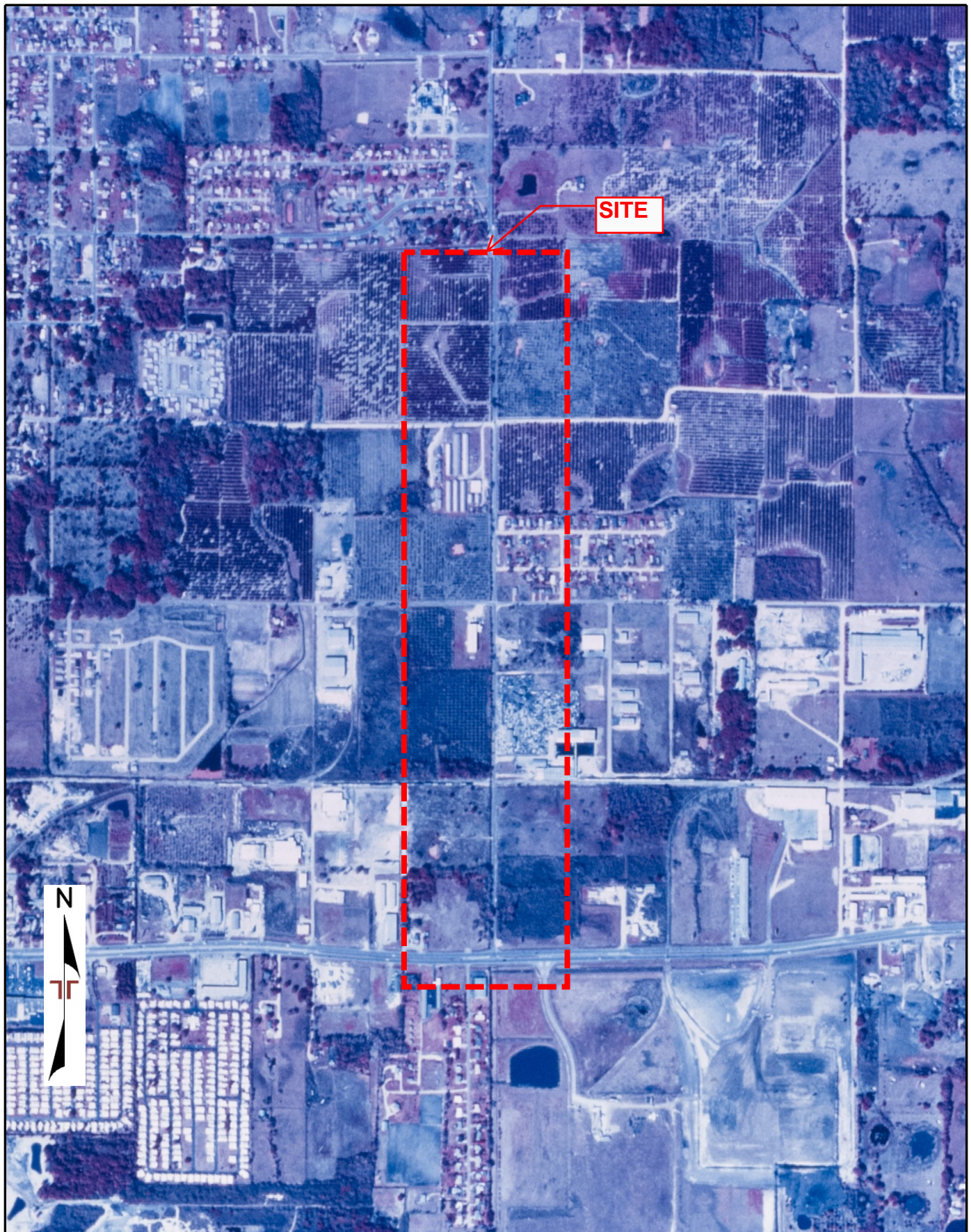
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Terracon
8260 Vico Court, Unit B
Sarasota, Florida 34240

AERIAL PHOTOGRAPH

Canal Road Widening
Canal Road
Palmetto, Florida 34221

Appendix
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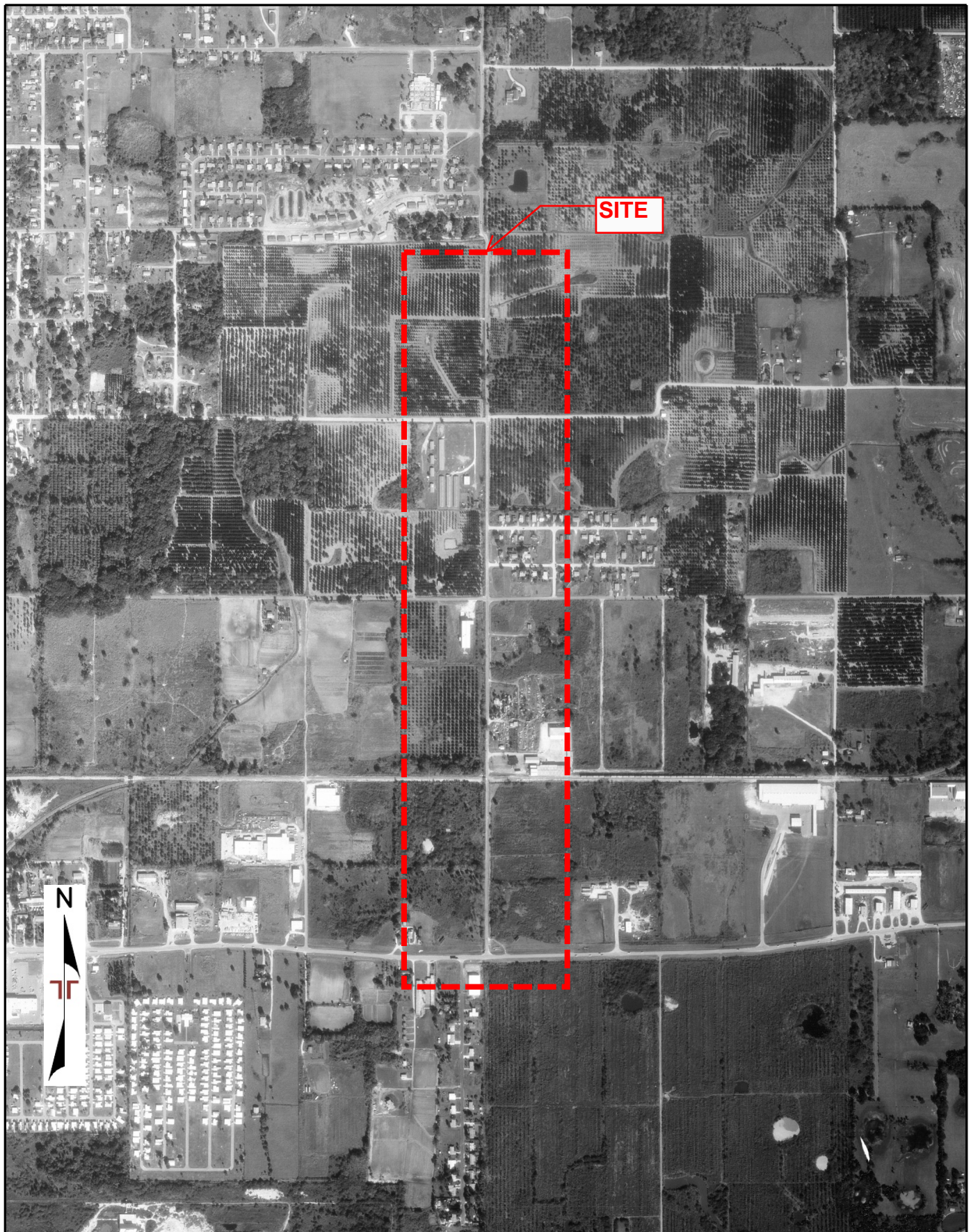


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Checked by:	File Name: USGS
Approved by:	Date: 02/07/1984

Terracon
8260 Vico Court, Unit B
Sarasota, Florida 34240

AERIAL PHOTOGRAPH
Canal Road Widening Canal Road Palmetto, Florida 34221

Appendix
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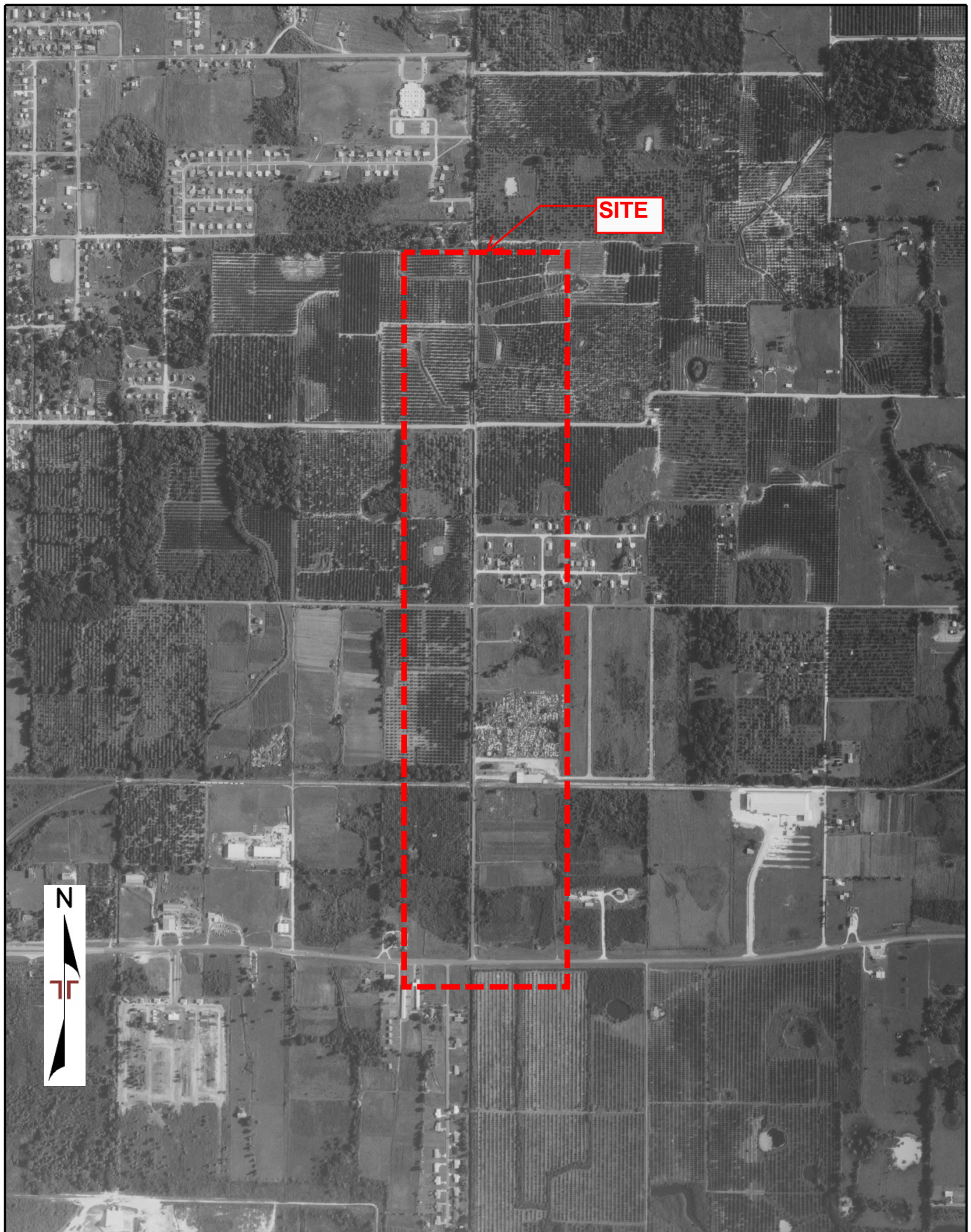
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Terracon
8260 Vico Court, Unit B
Sarasota, Florida 34240

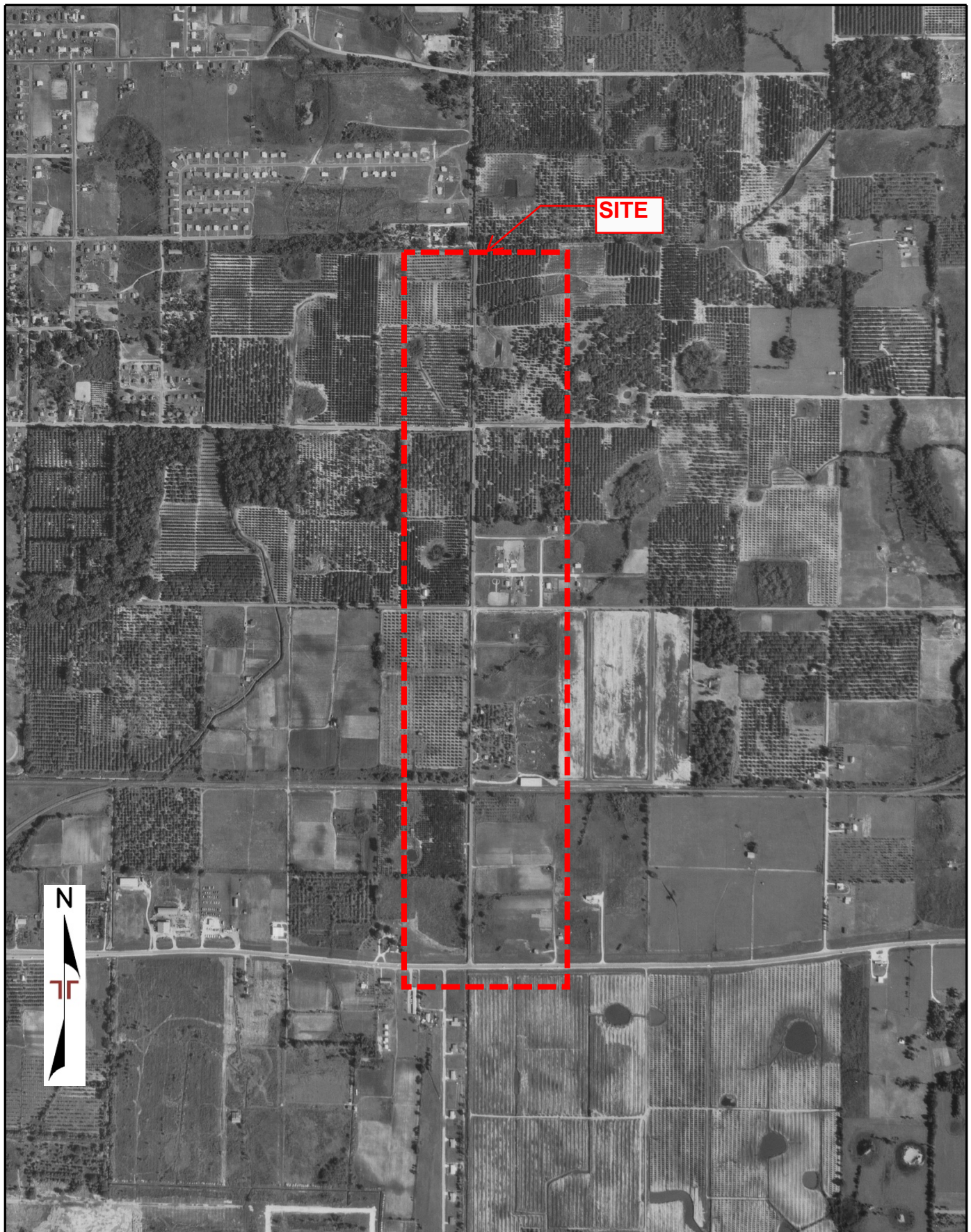
AERIAL PHOTOGRAPH


Canal Road Widening
Canal Road
Palmetto, Florida 34221

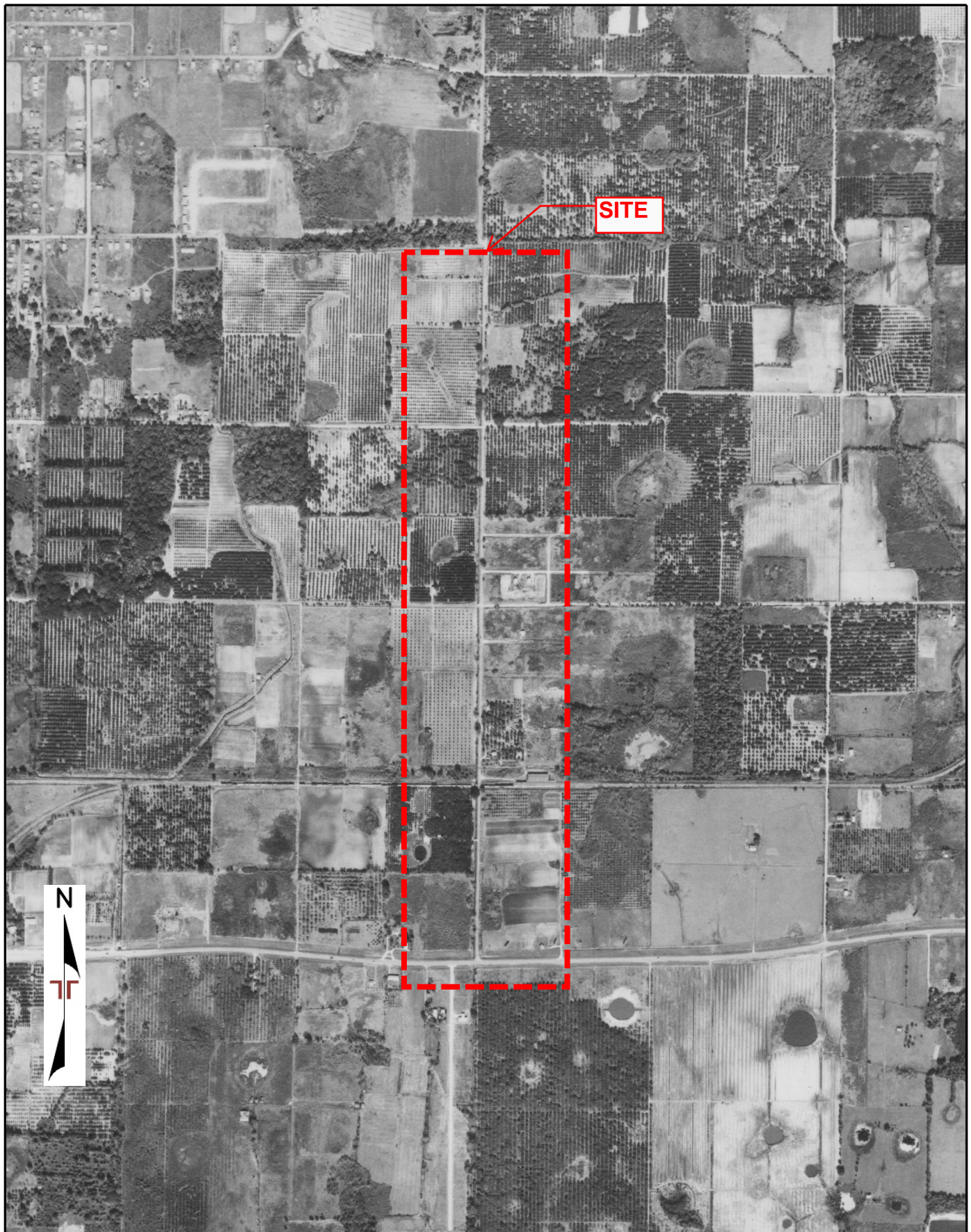
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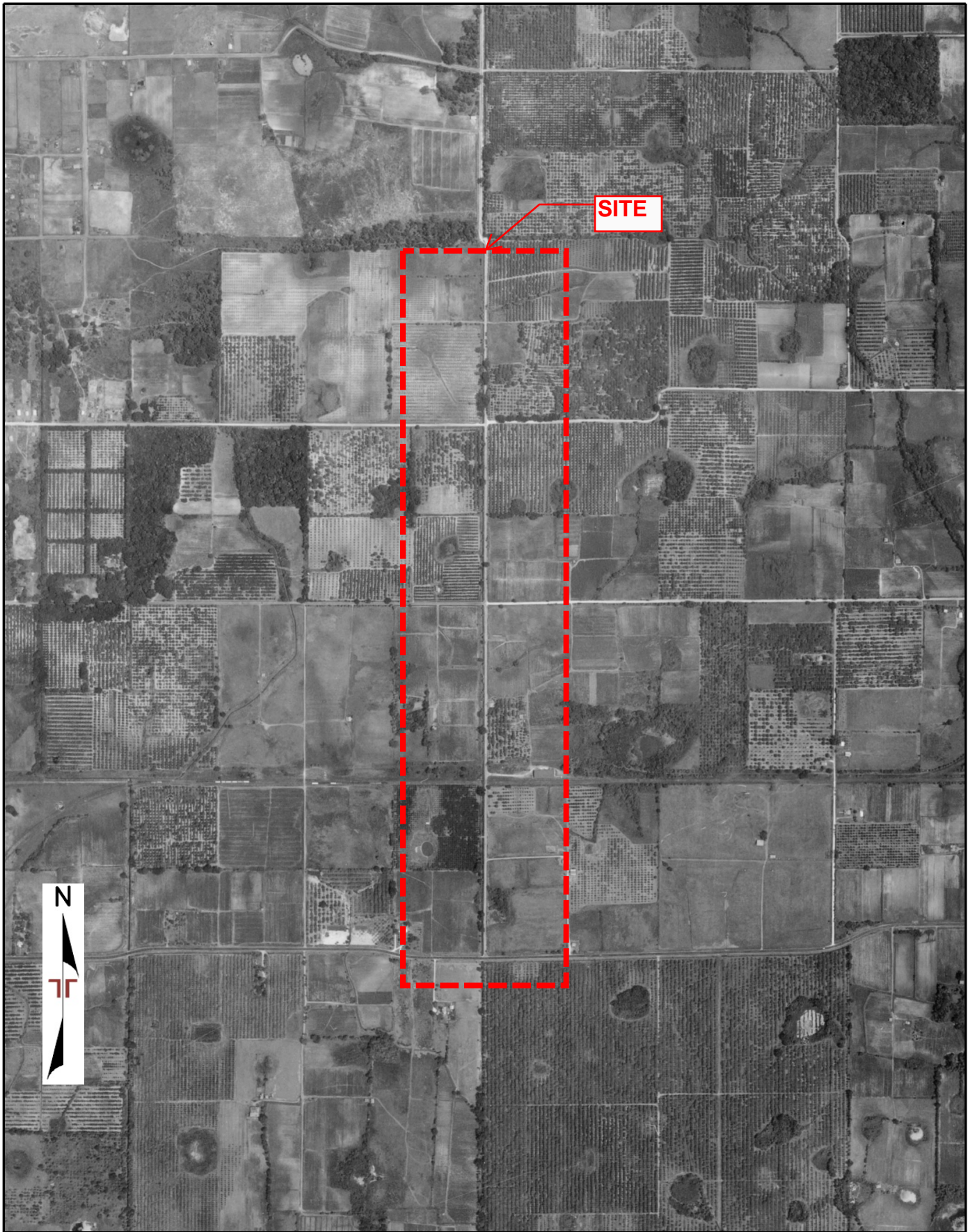
Project Manager:	Project No: HC185036	 8260 Vico Court, Unit B Sarasota, Florida 34240	AERIAL PHOTOGRAPH Canal Road Widening Canal Road Palmetto, Florida 34221	Appendix
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Checked by:	File Name: ASCS			
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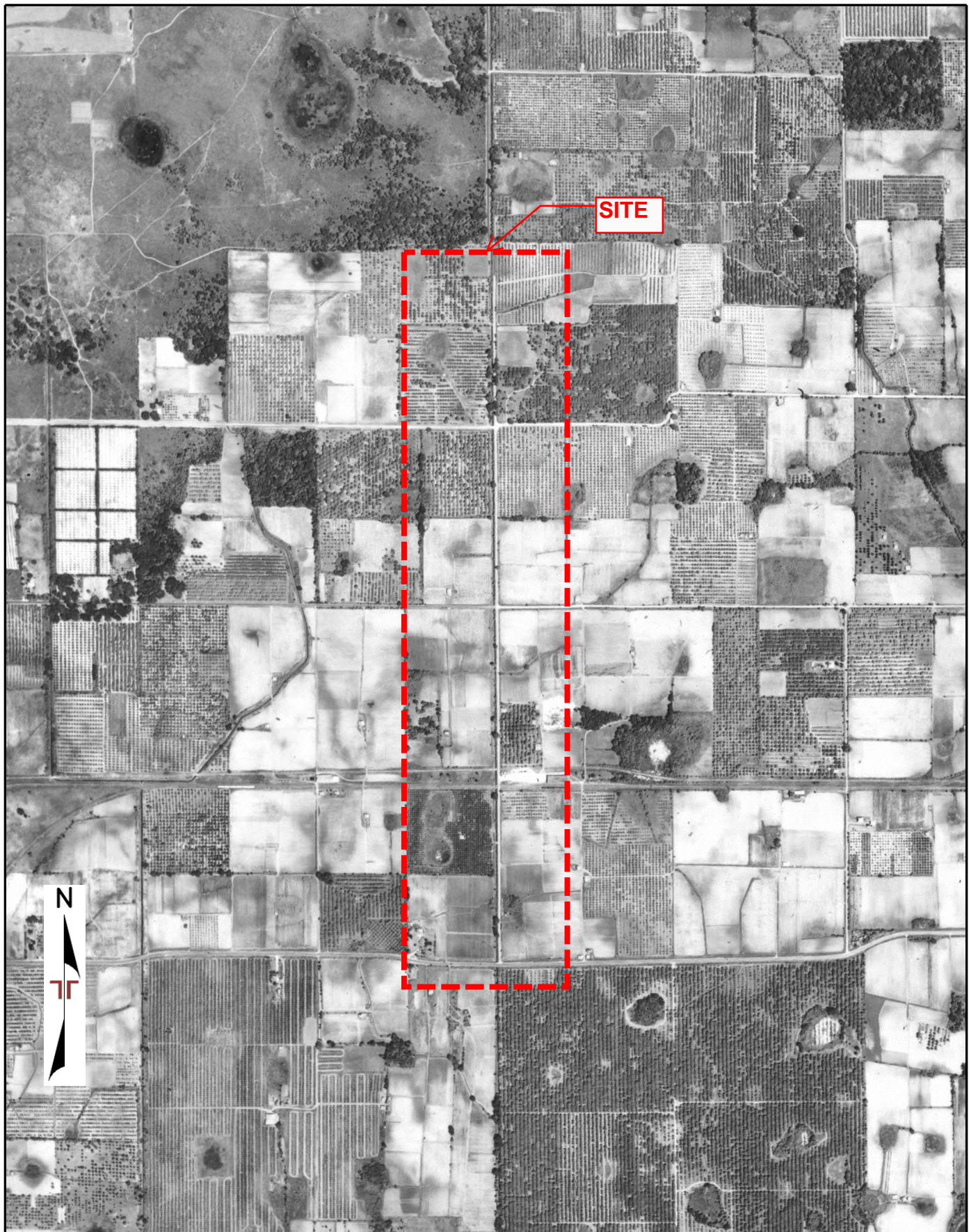
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Approved by:	Date: 05/21/1951

Terracon
8260 Vico Court, Unit B
Sarasota, Florida 34240

AERIAL PHOTOGRAPH

Canal Road Widening
Canal Road
Palmetto, Florida 34221

Appendix
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Project Manager:	Project No: HC185036	 8260 Vico Court, Unit B Sarasota, Florida 34240	AERIAL PHOTOGRAPH Canal Road Widening Canal Road Palmetto, Florida 34221	Appendix
Drawn by:	Scale: 1" = 1000'			C
Checked by:	File Name: ASCS			
Approved by:	Date: 04/22/1940			

EXHIBIT 9, SAMPLE AGREEMENT



CONSULTANT COMPETITIVE NEGOTIATION

ACT (CCNA)

AGREEMENT No. [ENTER NUMBER]

PROFESSIONAL SERVICES [ENTER TITLE]

between

MANATEE COUNTY (COUNTY)

and

[ENTER CONSULTANT NAME]

(CONSULTANT)

AGREEMENT FOR [INSERT TYPE OF SERVICE]

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20____ (“Effective Date”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **[INSERT COMPANY NAME]**, a [<enter the state of incorporation> and identify if it is a Company, Corporation, Limited Liability Company, etc.], (“**CONSULTANT**”) with offices located at [Insert address], and duly authorized to conduct business in the State of Florida. COUNTY and CONSULTANT are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, CONSULTANT engages in the business of providing [INSERT TYPE OF SERVICE]; and

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

WHEREAS, this Agreement is a result of CONSULTANT’S submission of a proposal in response to Request for Qualifications No. [INSERT RFP NUMBER] and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code and Florida Statute § 287.055.

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

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and <number> exhibits, which are as follows:

Exhibit A Scope of Services

Exhibit B Fee Rate Schedule

Exhibit C Affidavit of No Conflict

Exhibit D Insurance and Bond Requirements

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

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the Effective Date and remain in force until all Work issued during the effective period of this Agreement is completed, unless terminated by COUNTY pursuant to Article 10, but not to exceed [insert number of years] years.

ARTICLE 4. COMPENSATION

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

ARTICLE 5. INVOICES AND TIME OF PAYMENT

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

- H. Any dispute between COUNTY and CONSULTANT with regard to the Services or CONSULTANT'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONSULTANT

- A. CONSULTANT shall appoint an Agent with respect to the Services. CONSULTANT'S Agent shall have the authority to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to Services covered by this Agreement. CONSULTANT'S Agent shall have the right to designate other employees of CONSULTANT to serve in his or her absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONSULTANT shall perform the Services in accordance with the terms and conditions of this Agreement.
- C. CONSULTANT shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.
- D. CONSULTANT shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. CONSULTANT shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONSULTANT shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT'S work under this Agreement. CONSULTANT shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONSULTANT shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the Services.
- G. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

- H. CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONSULTANT shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONSULTANT remove from the project any of CONSULTANT'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

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

ARTICLE 8. COUNTY'S PROJECT MANAGER

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

- A. The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by CONSULTANT.
- B. Providing CONSULTANT written decisions of COUNTY'S approval or disapproval of these documents within a reasonable time.
- C. Transmission of instructions, receipt of information, and interpretation of COUNTY policies

and decisions with respect to design, materials and other matters pertinent to the services provided under this Agreement.

- D. Provide CONSULTANT with prompt written notice whenever COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 10. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
 - a. Failure to provide products or Services that comply with the specifications herein or that fail to meet COUNTY’S performance standards;
 - b. Failure to deliver the supplies or perform the Services within the time specified; or
 - c. Progress that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT’S default of the Agreement.
4. In the event of termination of this Agreement, CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT’S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONSULTANT shall not have any

right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONSULTANT shall:

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

B. TERMINATION WITHOUT CAUSE:

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

ARTICLE 11. TRANSITION SERVICES UPON TERMINATION

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

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

ARTICLE 12. DISPUTE RESOLUTION

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the COUNTY.

- B. CONSULTANT agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 13. COMPLIANCE WITH LAWS

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

ARTICLE 14. NON-DISCRIMINATION

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

ARTICLE 15. MAINTENANCE OF RECORDS; AUDITS; LICENSES

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

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

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

ARTICLE 16. PUBLIC RECORDS

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

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

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

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:

Attn: Records Manager

1112 Manatee Avenue West

Bradenton, FL 34205

ARTICLE 17. INDEMNIFICATION

- A. The CONSULTANT shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorney's

fees, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its personnel, design professionals and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. County reserves the right to defend itself.

- B. CONSULTANT shall indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONSULTANT and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 18. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 19. INSURANCE

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

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

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

ARTICLE 20. SOLICITATION OF AGREEMENT

CONSULTANT warrants that it has not employed or retained any company or person other than

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

ARTICLE 21. ASSIGNMENT AND SUBCONTRACTING

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

Approval to utilize any third party shall not relieve CONSULTANT from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONSULTANT as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

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

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

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

ARTICLE 23. KEY PERSONNEL

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

Enter Name, Title

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

changes of the key personnel until written notice is made to and approved by the COUNTY.

ARTICLE 24. SUB-CONTRACTOR

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

ARTICLE 25. PROFESSIONAL LIABILITY

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

ARTICLE 26. NOTICES

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

To COUNTY:

Manatee County Government

Department

Attn: Title

Name

Address

City, State, Zip

Phone: (941)

Email:

To CONSULTANT:

Consultant Name

Attn: Representative Name

Address

City, State, Zip

Phone: ()

Email:

ARTICLE 27. RELATIONSHIP OF PARTIES

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

ARTICLE 28. NO CONFLICT

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

ARTICLE 29. ETHICAL CONSIDERATIONS

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

ARTICLE 30. PUBLIC ENTITY CRIMES

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

ARTICLE 31. TAXES

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

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

ARTICLE 32. FORCE MAJEURE

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

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

ARTICLE 33. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 34. ATTORNEY FEES

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

ARTICLE 35. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 36. AMENDMENTS

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

ARTICLE 37. SEVERABILITY

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

ARTICLE 38. LEGAL REFERENCES

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

ARTICLE 39. HEADINGS, CONSTRUCTION

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

ARTICLE 40. TIME

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

ARTICLE 41. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

SAMPLE

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

CONSULTANT NAME

By: _____

Printed Name: _____

Title: _____

Date: _____

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

INSERT PURCHASING OFFICIAL
Purchasing Official

Date: _____

EXHIBIT A, SCOPE OF SERVICES

SAMPLE

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

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

2. REIMBURSEABLE EXPENSES

[Remainder of page intentionally left blank]

SAMPLE

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF _____
COUNTY OF _____

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

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

CONSULTANT makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. _____
for _____

DATED this _____ day of _____, 20_____.

CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____
_____, 20____, by [NAME]_____, as [TITLE] _____
_____ of [CONSULTANT]_____. He / She is personally
known to me or has produced _____ [TYPE OF IDENTIFICATION]
as identification.

Notary Signature
Commission No. _____

EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

REQUIRED INSURANCES

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

☒ Automobile Liability Insurance Required Limits

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

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

This policy shall contain severability of interests’ provisions.

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

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

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests’ provisions.

☒ Employer’s Liability Insurance

Coverage limits of not less than:

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

☒ Worker's Compensation Insurance

☐ US Longshoremen & Harbor Workers Act

☐ Jones Act Coverage

Coverage limits of not less than:

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

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

☐ **Aircraft Liability Insurance Required Limits**

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

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

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

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

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

☐ **Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

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

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

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

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

☐ **Builder's Risk Insurance**

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

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

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

☐ **Cyber Liability Insurance**

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

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

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

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

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

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract.

Limits must not be less than:

☐ ***Pollution Liability***

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

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

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

☐ ***Disposal***

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

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

☐ **Hazardous Waste Transportation Insurance**

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

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

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

☐ **Liquor Liability Insurance**

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

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

☐ **Garage Keeper’s Liability Insurance**

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

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and

include limits not less than:

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

☐ **Bailee's Customer Liability Insurance**

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

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

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

☐ **Hull and Watercraft Liability Insurance**

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

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

☐ **Other [Specify]**

REQUIRED BONDS

☐ **Bid Bond**

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

☐ **Payment and Performance Bond**

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

I. INSURANCE REQUIREMENTS

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

Commercial General Liability and Automobile Liability Coverages

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

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

- b. The CONSULTANT'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONSULTANT's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

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

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONSULTANT shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming

“Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

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

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

- c. The project’s solicitation number and title shall be listed on each certificate.
- d. CONSULTANT shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONSULTANT agrees that should at any time CONSULTANT fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONSULTANT waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONSULTANT has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONSULTANT'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONSULTANT shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONSULTANT shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review

the CONSULTANT's deductible or self-insured retention and to require that it be reduced or eliminated.

- j. CONSULTANT understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONSULTANT'S obligation to provide and maintain the insurance coverage specified.
- k. CONSULTANT understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

III. BONDING REQUIREMENTS

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

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

Failure to provide the required bonds on the prescribed form may result in CONSULTANT being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05 and

must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

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

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONSULTANT shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b) COUNTY will make no payment to the CONSULTANT until the CONSULTANT has complied with this paragraph.

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

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

[Remainder of page intentionally left blank]

CONSULTANT'S INSURANCE STATEMENT

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

Date: _____

Consultant's Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Surety Agency: _____

Surety Name: _____

Surety Phone: _____

Please return this completed and signed statement with your agreement.