

REQUEST FOR QUALIFICATIONS
No. 23-TA004589CD
PROFESSIONAL UTILITY
ENGINEERING DESIGN SERVICES
FOR BUFFALO CREEK REVERSE
OSMOSIS WATER TREATMENT
PLANT PROJECT
(PROJECT NO. 6114070)
MAY 12, 2023

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



**ADVERTISEMENT
REQUEST FOR QUALIFICATIONS NO. 23-TA004589CD
PROFESSIONAL UTILITY ENGINEERING DESIGN SERVICES FOR BUFFALO
CREEK REVERSE OSMOSIS WATER TREATMENT PLANT PROJECT**

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 professional utility engineering design 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 15, 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 Solicitation 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 June 2, 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: Chris Daley, CPPO, CPPB, Procurement Project Manager
(941) 749-3048, Fax (941) 749-3034
Email: chris.daley@mymanatee.org
Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

Jacob Erickson, MBA,
CPPO, NIGP-CPP

Digitally signed by Jacob
Erickson, MBA, CPPO, NIGP-CPP
Date: 2023.05.12 14:42:21
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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 professional utility engineering design 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 15, 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-TA004589CD, Professional Utility Engineering Design Services for Buffalo Creek Reverse Osmosis Water Treatment Plant Project, 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.SCACCIANOCE@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
Question and Clarification Deadline	June 2, 2023
Final Addendum Posted	June 5, 2023
Proposal Due Date and Time	June 15, 2023, by 3:00 PM
Technical Evaluation Meeting	July 6 2023
Technical Evaluation Meeting	July 7, 2023
Interviews/Presentations/Demonstrations (if conducted)	July 18, 2023
Final Evaluation Meeting (if required)	July 19, 2023
Projected Award	August 2023

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.

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
Proposer & Team's Experience	45
Approach to Project Management and Design	25
Organizational Structure and Capacity	10
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 10, 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:

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 10. 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 Proposal, 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
- \$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, 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-TA004589CD**

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, Capital Improvement Plan Sheet for Project No. 6114070

Exhibit 4, 2009 General Development Plan

Exhibit 5, 2010 Aquifer Performance Test Report

Exhibit 6, 2010 Florida Department of Health Permit

Exhibit 7, 2008 Basis of Design Report

Exhibit 8, 2009 Well Field Plans

Exhibit 9, 2012 SWFWMD Permit

Exhibit 10, Sample Agreement

EXHIBIT 1

Project Location and Concept

The project is located on a 647-acre site near 69th St East and 71st Ave East and encompasses the Buffalo Creek Golf Course and the North Regional Water Reclamation Facility in Manatee County, FL

See attached project sheet (**Exhibit 3**) from the adopted County Capital Improvement Program.

Project Location



Background Rationale

The County projected that an additional 5 mgd of public water supply will be needed in the north county area by 2031. To service the projected demand, the County began a siting effort over ten years ago and identified the Buffalo Creek site for a well field and reverse osmosis treatment system. A well field design was completed and an Individual Water Use permit from the Southwest Florida Water Management District was issued on September 25, 2012 (Permit 200113343.000).

Project Description

This project is to design and construct a reverse osmosis water treatment plant (RO WTP), associated wellfield, and concentrate disposal system at the Buffalo Creek site. The plant will treat brackish groundwater conceptually to be supplied by four 16-inch wells drilled to 650 feet

and eight 12-inch wells drilled to 300 feet. In Fiscal Year 23, This project is to design and construct two test wells on the future Buffalo Creek RO WTP wellfield site for pump testing so that aquifer performance and water quality data can be confirmed. One test well will be completed at each of the respective depths and will be test pumped either to the Deep Injection Well located at the North Regional Wastewater Reclamation Facility at this same site, or, if the water quality is sufficient, discharged to the reuse system. Results from this pilot testing will be used to develop a formal scope for the well field and RO WTP design in 2027.

Scope of services requested:

The County is seeking a qualified firm to provide engineering design and permitting services for developing plans and specifications for the Buffalo Creek well field and reverse osmosis treatment plant. The first phase of the work will include the installation and pilot testing of two test wells, a 12-inch surface diameter well with a minimum of 150 ft of casing to a maximum of 300 ft, and a 16-inch surface diameter well with a minimum of 325 ft of casing to 650 ft. Both wells will be installed following Southwest Florida Water Management guidelines with the intent that both test wells will serve as future public supply wells. Data collected from the wells shall be used to develop a scope of work for the well field and reverse osmosis design.

The following tasks are not meant to be a comprehensive list of all the tasks needed for the project design but represent a minimum required for this scope of services.

Task 1

Preliminary Engineering

Develop a preliminary engineering report that includes test well design, aquifer pump testing, drawdown analyses, water quality analyses, well yield discussion, extend period simulation modeling for critical water quality indicators, test well development protocols and an environmental analysis of potential impacts. The preliminary engineering report should summarize the test results with recommendations for the well field and reverse osmosis design.

Task 2

Basis of Design

Using data from the Preliminary Engineering Report, provide a Basis of Design Report for the well field construction and reverse osmosis design. A detailed scope for the water pretreatment and concentrate disposal systems should be included in the Basis of Design.

An evaluation of various pretreatment designs for the reverse osmosis system and the need for pretreatment scalability should be discussed. Reverse osmosis design and efficiency should be evaluated with an emphasis on available concentrate disposal capacity.

Concentrate disposal to the on-site deep well injection should be evaluated during the development of the Basis of Design. Water analysis of the existing wastewater stream, anticipated concentrate characterization and receiving aquifer water chemistry should be evaluated with geochemical modeling in an extended period simulation. Issues such as well scale buildup and concentrate reactivity with well construction materials should be discussed.

Conditions of the Individual Water Use permit (Permit 200113343.000) shall be included in the basis of design

Task 3

Design and Permitting

The provider shall prepare draft and final engineering design documents (plans and specifications) at the 30%, 60%, 90% and 100% design level for review and comment. A minimum of two weeks for review of each plan submittal shall be included. All submittals shall be via Manatee County's E-builder system.

A construction cost estimate and schedule shall be provided at each design phase.

Task 4

Bidding Assistance and Construction Phase Services

The County will require bidding assistance and services during construction. This will include attending preconstruction meetings, responding to questions during bidding and providing addendums as needed, preparation of meeting minutes, monthly construction progress meetings, shop drawing reviews, responding to contractor request for information, preparation of change orders and contractor contingency work, start up and checkout of new equipment, and as built drawings.

Engineering Services

Provide professional engineering, surveying, environmental services, geotechnical and hydrogeologist, along with laboratory services as necessary to support the project design. This will include permitting with the FDEP, SWFWMD, along with other state, local and federal agencies.

The provider shall be available for meetings on an as-needed basis.

Detailed construction cost estimates shall be provided at each design level. Complete signed and sealed, ready to bid plans and specifications and contract documents must include a final bid schedule matching the final cost estimate.

The project shall be designed in accordance with Manatee County criteria unless permitting requirements require the use of alternate criteria.

The provider will supply all civil engineering, structural, mechanical, and electrical and instrumentation engineering and any other design professionals or subcontractors required for the project design.

Laboratory Services/Water Quality Analysis

Laboratory services including water quality analysis shall be included in the proposal in sufficient detail to demonstrate compliance with state water quality standards and provide support of the proposed design. Subsurface Utility Investigation shall be done in sufficient detail to identify conflict points and support the proposed design.

Land Acquisition

No land acquisition is anticipated as part of this project

Permitting and Permit Fees

The proposal shall include permitting with state, local and federal agencies. All permitting fees and associated costs for obtaining required approvals are to be paid by the proposer and reimbursed by the County. The proposed design will be subject to the review and approval of Manatee County.

Public information

The team shall include a public communication person to convey information through the County web site as well as prepare and execute public meetings.

Grants

Manatee County will seek funding through the Southwest Florida Water Management District's Cooperative Funding Initiative for this project. The proposer will be required to prepare the application and associated documents, attend meetings and make presentations in support of the application. If successful, management of the grant requirements will be required.

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 B, 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.

2.02 RESPONSE FORMAT

A. 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 (limit 2 pages).
3. A table of contents.

B. 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 and/or its subcontractor(s) must possess current, valid licenses and certifications required under Florida Statute to perform engineer, architect, surveyor, and landscape architect services as is applicable to the design of the sludge holding tank with associated appurtenances for Buffalo Creek Reverse Osmosis Water Treatment Plant project.

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; or**
- b. **Certified under Section 481.219, Florida Statutes, to practice or to offer to practice architecture; or**
- c. **Certified under Section 481.319, Florida Statutes, to practice or to offer to practice landscape architecture.**

3. Proposer must have been in business providing consulting services in utility engineering for a minimum of five (5) years since March 1, 2018. project.

Provide a copy of Proposer's, or the managing partner's, business license issued by the state, county, or local government indicating it has been in business in utility engineering services since March 1, 2018.

4. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

No documentation is required. The County will verify

5. If Proposer is submitting as a joint venture, it must have filed 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. If Proposer is not a joint venture, provide a statement to that effect.

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

Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that affect.

C. 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

D. TAB 4 - TRADE SECRETS

Pursuant to Section A.24, 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.

E. TAB 5 - PROPOSER STATEMENT OF ORGANIZATION (LIMIT 3 PAGES)

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.
 - i. Address
 - ii. County, State, Zip
 - iii. Phone
 - iv. 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. Contact information for Proposer's primary and secondary representatives during this RFQ process to include the following information:
 - i. Name
 - ii. Phone
 - iii. E-mail
 - iv. Mailing Address
 - v. County, State, Zip
9. 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.
10. 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).

F. TAB 6 – RESPONDENT AND TEAM'S EXPERIENCE (LIMIT 10 PAGES)

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 providing utility engineering design services for other government agencies, particularly those within Florida.
3. Provide Proposer's years of experience in utility engineering design services for reverse osmosis water treatment plants with associated wellfields and concentrate disposal system.
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. Include the address of their current primary office location, email address and phone number.

5. 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 design-build services for the County.
6. Describe any significant or unique accomplishments, recognition, or awards received by Proposer, its key personnel, or its subcontractors for previous similar services.
7. Provide a minimum of three (3) client references for design services performed by Proposer, similar in scope as defined in this RFQ, 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

G. TAB 7 - APPROACH (LIMIT 10 PAGES)

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 Attachment A. 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. Details of implementation plan and schedule. Provide an implementation schedule for each key milestone and component of services with emphasis on providing a complete set of plans and specifications for bidding by January 2027.
4. Provide a narrative of the methodology for engaging with County representatives in-the-course of performing the duties.
5. 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
6. 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.
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.

H. TAB 8 - ORGANIZATIONAL STRUCTURE AND CAPACITY (LIMIT 5 PAGES)

In Tab 8, provide information and documentation on Proposer as follows:

1. Identify whether or not the Proposer is a certified minority business enterprise and include as copy of the applicable document from the certifying agency.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Detail Proposer and any subcontractor's current workloads and any projected changes to the workload within the next six months.
12. Provide a list of design projects that have been awarded to the Proposer, or any of the proposed sub-consultants, by Manatee County since May 1, 2021. Include the

following information for each:

- i. Name of the project.
 - ii. Date of award.
 - iii. Dollar value of the design work.
13. 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.

I. TAB 9 - SIMILAR COMPLETED PROJECTS (LIMIT 5 PAGES)

Provide a list of up to ten utility engineering design projects, particularly those for reverse osmosis water treatment plants with associated well fields and concentrate disposal system, which Proposer has successfully designed, and the project has been successfully constructed and completed (completed meaning final payment has been made) since March 1, 2010. 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. (limit ten pages).

END OF EXHIBIT 2

EXHIBIT 3, CAPITAL IMPROVEMENT PLAN SHEET FOR PROJECT NO. 6114070

MANATEE COUNTY GOVERNMENT Capital Improvement Plan

FY2023-FY2027

Category: Potable Water **Subcategory:** Potable Water Treatment
Project Title: Buffalo Creek Reverse Osmosis Water Treatment Plant
Department: Public Works Projects
Project Mgr: Jeff Streitmatter
Infra.Sales Tax:
Project #: 6114070 **Status:** Existing

Comprehensive Plan Information

CIE Project: Y **Plan Reference:**
LOS/Concurrency: Y **Project Need:** Growth

Project Location

District 1 8450 69th St E., Palmetto

Description and Scope

To design and construct a reverse osmosis water treatment plant (RO WTP), associated wellfield, and concentrate disposal system at this site. The plant will treat brackish groundwater conceptually to be supplied by five wells drilled to 650 feet and eight wells drilled to 300 feet. Concentrate disposal system to consist of concentrate pump station and piping to connect to injection well located at the North Regional Water Reclamation Facility (NRWRF). In FY 23, this project is to design and construct two test wells on this site for pump testing so that aquifer performance and water quality data can be confirmed prior to commencement of formal WTP design activities in 2027. The plant will conceptually be supplied by five wells constructed to 650 feet and eight wells drilled to 300 feet. One test well will be completed at each of the respective depths and will be test pumped either to the Deep Injection Well located at the NRWRF at this same site, discharged to the reuse system.

Rationale

This project represents an upcoming water supply project for the County to meet growth needs. An Individual Water Use Permit was filed in 2008 with the Southwest Florida Water Management District for this project. A conceptual permit was issued. The project will generate 3.0 MGD of potable water in its initial phase expandable to 5.0 MGD. Current demand projections indicate the need for this additional supply by 2032.

Schedule of Activities

Activity	Start	End	Amount
Design:	10/22	09/26	10,729,000
Land:			
Construction:	10/23	09/30	70,510,000
Equipment:			
Project Mgt.:	10/22	09/30	5,700,000

Total Budgetary Cost Estimate 86,939,000

Annual Operating Budget Impacts

Category	Fiscal Year	Amount
Personal:		
Non-Personal:		
Operating Capital:		
Operating Total:		

Programmed Funding

Expended to Date	Appropriated To Date	FY2023	FY2024	FY2025	FY2026	FY2027	Future
		4,10,000	1,630,000		11,079,000	73,820,000	

Project Map



Funding Strategy

Water Facility Investment Fees (FIFs)

Means of Financing

Funding Source	Amount
Facility Investment Fees	86,939,000
Total Funding:	86,939,000

EXHIBIT 4, 2009 GENERAL DEVELOPMENT PLAN



LETTER OF TRANSMITTAL

DATE	February 13, 2009	
PROJECT NO	1024-0117	TASK NO
RE	North County Wellfield Project No. 6096570	
TRANSMITTAL NO		PAGE 1 OF 1

TO	Manatee County Government
	1022 26 th Avenue East Bradenton, FL 34208
ATTENTION	Mr. Paul Schamell

WE ARE SENDING: Originals Prints Shop Drawings Samples
 Specifications Calculations Other -

Quantity	Drawing No.	Rev.	Description	Status
1			Copy of GDP Submittal to Planning Department for North County Wells	C

RECEIVED
 FEB 17 2009
 PROJECT MGMT

Issue Status Code: A. Preliminary B. Fabrication Only C. For Information D. Bid
 E. Construction F. For Review & Comments G. For Approval H. See Remarks

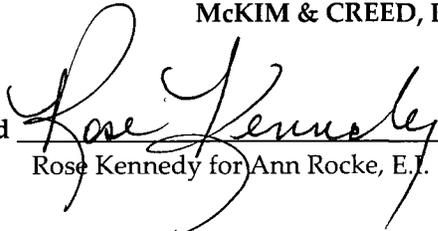
Action Status Code: 1. No Exceptions Taken 2. Make Corrections Noted 3. Other
 4. Amend & Resubmit 5. Rejected - See Remarks

REMARKS:

1365 Hamlet Avenue, Clearwater, FL 33756 (727) 442-7196 FAX (727) 461-3827

cc File / 1 copy

McKIM & CREED, P.A.

Signed 
 Rose Kennedy for Ann Rocke, E.I.



ENGINEERS

SURVEYORS

PLANNERS

February 13, 2009

Patricia L. Allen, Planner
Community Planning Division, 4th Floor
Manatee County Government
1112 Manatee Avenue West
Bradenton, FL 34206

**RE: NWRP Expansion & Water Supply/Treatment
General Development Plan Submittal
Manatee County, Florida**

Dear Patricia,

McKim & Creed is submitting the enclosed General Development Plan documents for the above referenced project for your review:

- Five (5) Signed and Sealed General Development Plan Maps
- Five (5) Wetland Maps
- Five (5) Environmental Narratives

If there is anything we can do to assist in expediting this process, please do not hesitate to contact us.

Thank you in advance for your assistance.

Sincerely,

McKIM & CREED, P.A.

A handwritten signature in black ink, appearing to read "Ann H. Rocke", written over a horizontal line.

Ann H. Rocke, EI

Enclosures

1365 Hamlet Avenue

Clearwater, FL 33756

727 442 7196

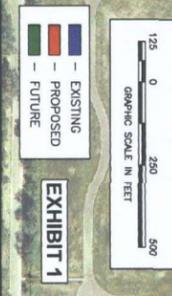
Fax 727 461 3827

www.mckimcreed.com



PHILIP J. LOCKE, P.E.
 2/10/09
 Public Seal

MEKIM & CREED
 NWR EXPANSION GENERAL DEVELOPMENT PLAN
 MANATEE COUNTY, FLORIDA
 RECOMMENDED ALTERNATIVE 45 MGD



- Proposed Well
- ~ Proposed Pipeline
- Proposed Facility Location
- 2007 SWFWMD FLUCFCS (GPI Ground Verification)
- Water
- Wetlands
- Uplands
- 30 Foot Buffer
- Encroachment Areas

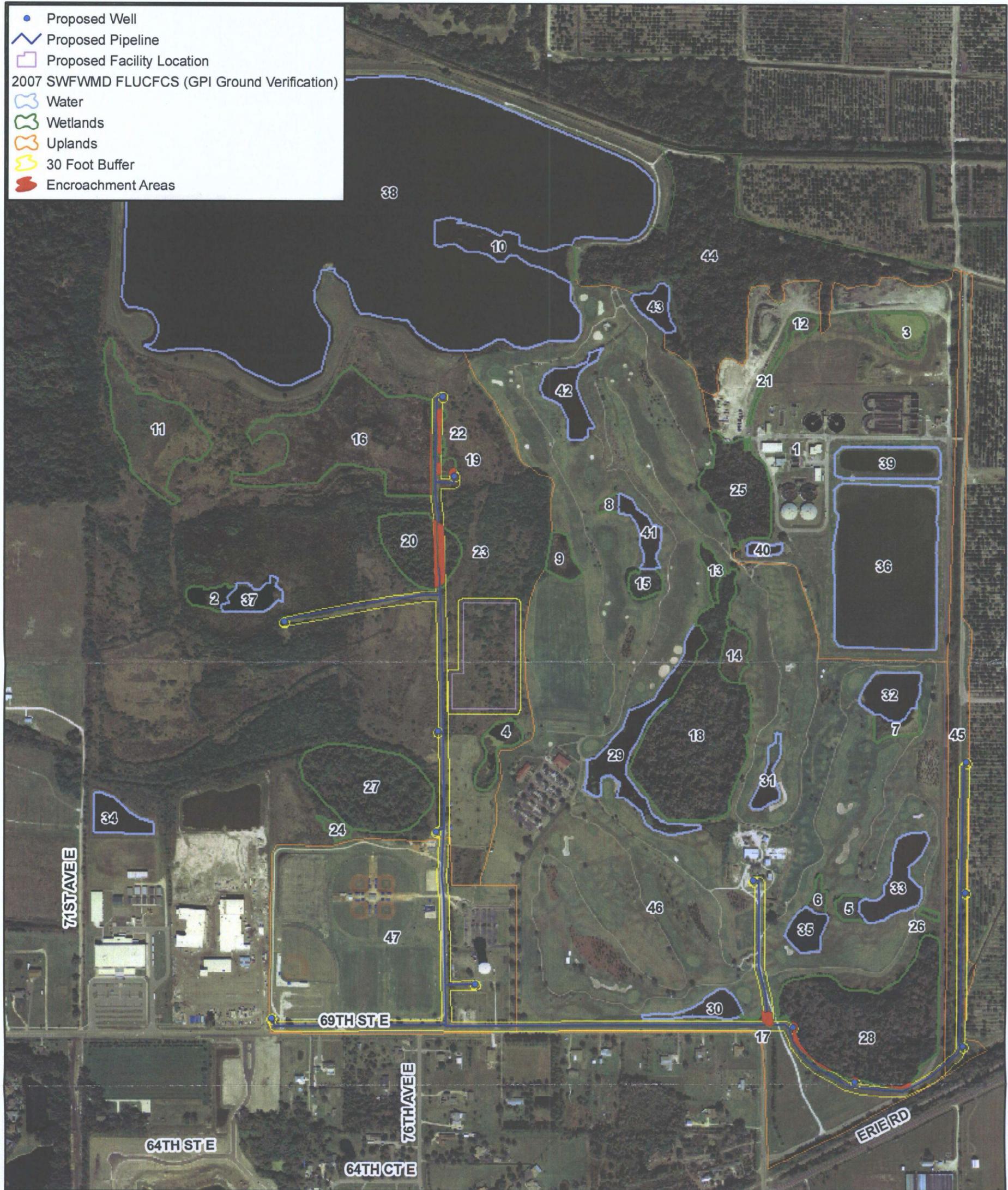


Figure 1. Manatee County NWRF Expansion & Water Supply/Treatment Wetlands and Facilities Map



GPI
 Southeast, Inc.
 13097 Telecom Pkwy N
 Tampa, FL 33637
 813-632-7676
 Map Date: 2/12/09
 Map By: SR

MANATEE COUNTY
NWRF EXPANSION & WATER SUPPLY/TREATMENT
Information for Manatee County General Development Plan Standards
Attachment #1

SECTION 719.7.2 – PRELIMINARY WETLAND DETERMINATION

(a) Preliminary wetlands delineation - The determination of wetland limits was done by a combination of methods that included: the interpretation of current SWFWMD aerial imagery; a review of 2007 Florida Land Use, Cover, and Forms Classification System (FLUCFCS) mapping; and the field verification of wetland and upland limits by experienced environmental scientists. Following the review of current SWFWMD aerial imagery and the 2007 Florida Land Use, Cover, and Forms Classification System (FLUCFCS) mapping, a preliminary vegetation community map was prepared for the property on which the Wells and Treatment project is located. Using this map as a base, two senior environmental scientists from GPI Southeast, Inc. performed site visits on October 30, 2008 and January 2, 2009 for the purpose of verifying and changing, if necessary, the boundaries of all vegetation communities depicted on the preliminary map. Two previous visits to the project site provided prior general knowledge of the site's community types and boundaries. Using this methodology, the boundary lines for wetlands, other surface waters, and uplands were adjusted and a revised map was produced (illustrated in Figure 1).

(b) Characterization of wetlands on the project site - A total of 207.57 acres of wetlands and other surface waters occur on the entire property as shown in Table 1, below. Of the total acreage, approximately 64% is represented by 15 open water bodies, 13 of which are artificial ponds that are associated either with the Buffalo Creek Golf Course or the existing water reclamation facility in the northeastern part of the county's property. Habitat in these 13 ponds is managed for aesthetic (golf course) or easy maintenance (reclamation facility) purposes. The remaining two open water bodies are the result of past excavations, and habitat there is not managed artificially.

Of the total acreage, 36% is composed of forested and herbaceous wetlands. Forested wetlands comprise 22%, while herbaceous systems represent 14% of the total wetland acreage. All wetlands have been disturbed as a result of past agricultural and a now-abandoned residential development activity.

The forested systems located on the western side of the property have been invaded by Brazilian pepper (*Schinus terebinthifolius*) but some native species are present, including red maple (*Acer rubrum*), American elm (*Ulmus americana*), swamp tupelo (*Nyssa sylvatica*) with wax myrtle (*Myrica cerifera*) and cabbage palm (*Sabal palmetto*) occurring on tussocks and other higher elevations within the wetlands.

Laurel oak (*Quercus laurifolia*) is present in the transitional zone. Cypress (*Taxodium ascendens*) is notably absent from these wetlands. The large forested system (wetland #28) located in the southeast corner of the property is characterized by the presence of red maple, American elm, and water oak (*Quercus nigra*) with wax myrtle and cabbage palm occurring on higher elevations. Live oak (*Quercus virginiana*) is dense in the transitional zone. Exotic species are common in the wetlands and include: Brazilian pepper and air potato (*Dioscorea bulbifera*) which are common in the site's interior; bahia (*Paspalum notatum*) which has invaded the transitional zone and the site's interior; and mimosa tree (*Albizia* sp) which occurs on the external margins of the wetland.

Herbaceous systems are comprised of 15 wetlands, six of which are located adjacent to golf course ponds. The remaining nine herbaceous wetlands are associated with forested wetlands or have developed as a result of past excavations or other physical disturbance of the land. Most of these systems are dominated by cattail (*Typha latifolia*) and have shrub or herbaceous species as primary associates, including: fogfruit (*Phyla nodiflora*), Mexican primrose willow (*Ludwigia octovalvis*), primrose willow (*Ludwigia peruviana*), and torpedo grass (*Panicum repens*). Secondary associates include: beakrush (*Rhynchospora* sp), buttonweed (*Diodia virginiana*), Carolina willow (*Salix caroliniana*), dayflower (*Commelina diffusa*), dropseed (*Sporobolus* sp), groundsel (*Baccharis halimifolia*), and pennywort (*Hydrocotyle umbellata*).

Wildlife observed in wetlands on the Manatee County property – Wetland and aquatic wildlife species were observed on the County's property during four field visits to the project site between July 18, 2008 and January 2, 2009. Eleven species were observed, including: American alligator, anhinga, belted kingfisher, cormorant, great blue heron, great egret, little blue heron, red shouldered hawk, snowy egret, white ibis, and wood stork. All observations of wildlife were of animals either foraging, resting, or roosting. No evidence of nests or nesting was observed. Of the 11 species, five species (listed in Table 2, below) have special status as endangered, threatened, or species of special concern (Florida Fish and Wildlife Conservation Commission, May 2008. Florida's Endangered Species, Threatened Species, and Species of Special Concern). In addition to the Listed Species actually observed on-site, four additional Listed Species could be expected to utilize the project area in view of the area's geographic location and the availability and quality of on-site habitats. The four additional species are: gopher frog, Eastern indigo snake, gopher tortoise, and tricolored heron (Table 2).

(c) Design alternatives considered to eliminate or reduce impacts to wetlands -

The project was planned and designed to eliminate impacts to wetlands. With one exception, the routes of pipelines will be entirely within the cross sections of existing access trails, the rights-of-way of existing roads, and other previously disturbed areas. The exception is a total of 211 linear feet of 12" water main between well #IAW-6 and well #UFAW-5. This segment of pipeline is located in the southeast portion of the project area (Figure 1). This segment of pipeline will be constructed landward of the wetland boundary in an area of open field and the silt fences that

confine construction activities will be placed landward of the wetland boundary. There will be no excavation in wetlands and no permanent fill will be placed in any wetland in the project area.

The total area of wetland disturbance is 0.00 acres. All construction activities will occur between silt fences that will be established to protect adjacent habitats from erosion and to limit construction impact. Silt fences will be placed landward of the wetland boundary; therefore, no wetland encroachment will occur. Further, the proposed facilities and the construction methods to be employed on this project will not result in the impedance of the flows in wetlands and other surface waters.

No vehicular access will occur in wetlands or other surface waters, and no dredging or filling in wetlands to provide access to work areas will occur. In addition, contractors shall be instructed to limit the operation of vehicles to existing disturbed areas outside of wetlands and other surface waters. Further, construction inspection procedures will ensure that wetland impacts due to vehicles are minimized.

Pre-construction ground elevations and the contours of all disturbed areas shall be restored within 30 days of completion of pipeline installation. Restored grades shall be stabilized within 72 hours following completion of elevation and contour restoration to minimize erosion. The segments of the pipeline route that will follow the cross sections of existing access trails, the rights-of-way of existing roads, and other previously disturbed areas will be stabilized so as to result in a pervious stabilized surface using a combination of geoweb and geotextile filter fabric underlayment with a shell top layer.

Construction will occur landward of wetland boundaries. Some encroachment into the 30' buffer around wetlands #16, 17, 19, 20, 22, 23, and 28 may result during construction. Encroachment within the 30' buffer around wetlands #16, 20, 22, and 23 involves already-disturbed areas on both sides of the existing access trail on the western side of the property. Wetlands in these areas are vegetated by Brazilian pepper (*Schinus terebinthifolius*) with some remnant Carolina willow (*Salix caroliniana*) that has become established in ditches paralleling the access trail. Wetland #19 is an intermittently wet herbaceous system dominated by cattail (*Typha latifolia*) that has become established in a very shallow basin that was excavated in the past. Within the 30' buffer around this wetland, the vegetation is typical ruderal herbaceous species characteristic of continuing disturbance, while the buffer around wetland #28 is vegetated chiefly by bahia (*Paspalum notatum*) and mimosa (*Albizia* sp). Therefore, within the 30' buffer, construction will encroach upon lands that are in a disturbed condition and vegetated to a large degree by non-native species.

- (d) **Upland habitats** – Almost 84% of upland areas are occupied by the Buffalo Creek Golf Course and associated facilities, recreational facilities, a dog park, and County facilities. The remaining 16% are composed of disturbed, ruderal habitats located on the eastern boundary of the golf course (upland #45) and a large area of live oak/slash and longleaf pine forest (upland #44) located in the northern part of

the property. Habitat quality is low in both systems as a result of mowing (#45) and nearby disturbance (#44).

- (e) **Existing or proposed on-site conservation areas** - There are no existing or proposed on-site conservation areas.
- (f) **Protected Species** - This issue is addressed in section c, above.
- (g) **Proposed construction activity in wetlands** - There will be no construction in wetlands. Encroachment into the 30' wetland buffer totals 0.88 acres.

Table 1. Wetlands and other surface waters present on the Manatee County property where the proposed NWRf Expansion & Water Supply/Treatment project is located.

FLUCFCS Map ID	FLUCFCS Code	FLUCFCS Description	Acres	Acres of encroachment on 30 ' buffer
1	8300	UTILITIES	42.97	
2	6440	EMERGENT AQUATIC VEGETATION	0.71	
3	6440	EMERGENT AQUATIC VEGETATION	1.52	
4	6440	EMERGENT AQUATIC VEGETATION	1.25	
5	6440	EMERGENT AQUATIC VEGETATION	0.52	
6	6440	EMERGENT AQUATIC VEGETATION	0.39	
7	6410	FRESHWATER MARSHES	0.82	
8	6410	FRESHWATER MARSHES	0.26	
9	6410	FRESHWATER MARSHES	0.95	
10	6410	FRESHWATER MARSHES	3.04	
11	6410	FRESHWATER MARSHES	6.16	
12	6410	FRESHWATER MARSHES	0.47	
13	6410	FRESHWATER MARSHES	0.62	
14	6410	FRESHWATER MARSHES	1.05	
15	6410	FRESHWATER MARSHES	0.71	
16	6410	FRESHWATER MARSHES	11.99	0.03
17	6300	WETLAND FORESTED MIXED	0.15	0.10
18	6300	WETLAND FORESTED MIXED	13.26	
19	6300	WETLAND FORESTED MIXED	0.23	0.05
20	6300	WETLAND FORESTED MIXED	2.95	0.16
21	6300	WETLAND FORESTED MIXED	0.35	
22	6300	WETLAND FORESTED MIXED	0.22	0.12
23	6300	WETLAND FORESTED MIXED	0.78	0.25
24	6300	WETLAND FORESTED MIXED	0.33	
25	6300	WETLAND FORESTED MIXED	4.48	
26	6300	WETLAND FORESTED MIXED	0.13	
27	6300	WETLAND FORESTED MIXED	7.38	
28	6300	WETLAND FORESTED MIXED	12.77	0.17
29	5300	RESERVOIRS	4.11	
30	5300	RESERVOIRS	1.09	
31	5300	RESERVOIRS	0.85	
32	5300	RESERVOIRS	1.99	
33	5300	RESERVOIRS	2.39	
34	5300	RESERVOIRS	1.36	
35	5300	RESERVOIRS	1.10	
36	5300	RESERVOIRS	14.36	
37	5300	RESERVOIRS	1.17	
38	5300	RESERVOIRS	98.60	
39	5300	RESERVOIRS	2.78	
40	5300	RESERVOIRS	0.32	

41	5300	RESERVOIRS	1.11	
42	5300	RESERVOIRS	1.87	
43	5300	RESERVOIRS	0.97	
44	4340	HARDWOOD CONIFER MIXED	25.60	
45	2600	OTHER OPEN LANDS <RURAL>	11.80	
46	1820	GOLF COURSES	170.94	
47	1800	RECREATIONAL	37.97	
total			496.85	0.88

Table 2. Wildlife species having special status that were observed (*) from July, 2008 to January, 2009 or could be expected to occur on the Manatee County property.

Species	Status	Listing agency
American alligator*	SSC/SAT	FWC/USFWS
Eastern Indigo snake	T/T	FWC/USFWS
gopher frog	SSC	FWC
gopher tortoise	T	FWC
little blue heron*	SSC	FWC
snowy egret*	SSC	FWC
tricolored heron	SSC	FWC
white ibis*	SSC	FWC
wood stork*	E/E	FWC/USFWS

Asterisk (*) indicates actually observed on project site.

SSC = Species of Special Concern

E = Endangered

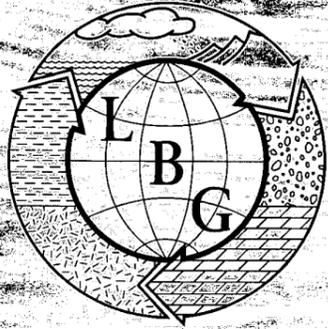
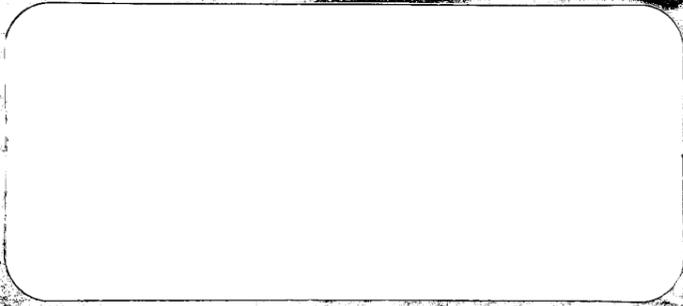
SAT = Threatened by similarity of appearance

FWC = Florida Fish and Wildlife Conservation Commission

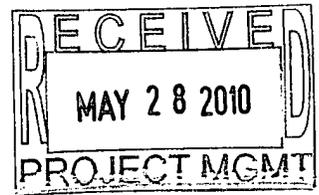
USFWS = United States Fish and Wildlife Service.

EXHIBIT 5, 2010 AQUIFER PERFORMANCE TEST REPORT

LEGGETTE, BRASHEARS & GRAHAM, INC.



PROFESSIONAL GROUND-WATER AND ENVIRONMENTAL ENGINEERING SERVICES



**MANATEE COUNTY UTILITIES
BUFFALO CREEK WELLFIELD
INTERMEDIATE AQUIFER SYSTEM
AQUIFER PERFORMANCE TEST REPORT**

PREPARED FOR:

**MANATEE COUNTY UTILITIES
MCKIM & CREED, PA**

PREPARED BY:

LEGGETTE, BRASHEARS & GRAHAM, INC.
10014 NORTH DALE MABRY HIGHWAY, SUITE 205
TAMPA, FLORIDA 33618

MAY 2010



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Appendix A	Laboratory Analytical Results
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1.0 INTRODUCTION

1.1 Purpose and Scope

Leggette, Brashears & Graham, Inc. (LBG) was retained by McKim & Creed, PA., through a contract with Manatee County Utilities to implement a well construction and testing program at the Erie Road elevated storage tank site located in north-central Manatee County just east of I-75, in Section 27, Township 33S Range 18E. The site is the proposed location of the Buffalo Creek Well Field and a reverse osmosis (RO) water treatment facility. The facility is being designed to produce 3.2 mgd of finished water, from a total average annual groundwater withdrawal of 3.95 mgd. The general location of the new facility is shown on **Figure 1**.

A well construction and aquifer testing program was implemented in 2007 to evaluate the withdrawal from the Upper Floridan aquifer (UFA) (LBG, 2009). This report was submitted as supporting information for the Water Use Permit (WUP) application. The WUP application for this project included approximately 1.72 mgd of withdrawal from the Intermediate Aquifer System (IAS). Although the aquifer test program included a single-well pumping test in the IAS, Southwest Florida Water Management District (SWFWMD) staff requested that a multi-well aquifer performance test (APT) be performed in the IAS to collect additional hydrogeologic data at the site.

The objective of this testing program was to modify an existing irrigation well on the Erie Road elevated storage tank site to use as an IAS test pumping well, and utilize the existing monitoring well network installed for the previous UFA test program to perform a multi-well IAS APT at the North County Well Field site.

1.2 Site Description

The test site is located on a portion of a 702-acre parcel owned by Manatee County (**Figure 2**). The property includes the Erie Road Elevated Storage Tank, Buffalo Creek Golf

Course, North Regional Water Reclamation Facility, and a park. The test site is located on the portion of the property containing the Erie Road elevated storage tank (**Figure 3**). The irrigation well, known as the Massey Farms irrigation well is currently out of service and was part of WUP No. 13343, which was transferred to the Manatee County Utilities Department and retired. The former Massey Farms irrigation well is a 12-inch diameter well, cased to 130 feet below land surface (bls) with a total depth of 525 feet. This construction results in the well being open to both the IAS and the UFA. Lithologic logs from the wells constructed for the UFA APT indicated that the semi-confining layer separating the IAS and UFA is located from approximately 270 to 300 feet bls. The gamma log for the proposed IAS test production well indicates that the base of the semi-confining layer is at approximately 290 feet bls. Based on this information the open borehole was proposed to be back-plugged from 525 to 279 feet bls. The resulting open borehole from 130 to 279 feet bls will produce water from PZ2 of the IAS for this APT.

Site-specific hydrogeologic conditions were evaluated from the lithologic logs, borehole geophysical logs, APT results, and the water-quality results reported in LBG, 2009. Site geology consists of 50 to 60 feet of sand and silty-sand, underlain clayey-sand and sandy-clay to a depth of 140 to 150 feet bls. The upper sand layer comprises the surficial aquifer. The clayey layer is the confining layer between the surficial aquifer and the underlying IAS. This clayey layer is underlain by a sequence of sandy limestone, sands and clayey-sands of the Peace River Formation to a depth of 270 feet bls. The limestone sequence is PZ-2 of the IAS. PZ-2 is underlain by a 10 to 30-foot thick layer of sandy-clay and clayey-sand, which is the semi-confining layer separating the IAS from the UFA. The top of the UFA is at the top of Tampa Member at approximately 300 feet bls. The Tampa Member is a fossiliferous granular limestone that extends to a depth of approximately 400 feet bls. The Tampa Member is underlain by the Suwannee Limestone, which is a tan to cream color, sandy, soft to moderately hard, fossiliferous limestone. The UFA wells were completed within the Suwannee Limestone.

2.0 WELL MODIFICATION AND TESTING

2.1 Test Production Well Modification

Back-plugging of the former Massey Farms well was performed by Applied Drilling Engineering during the period of March 1 to 9, 2010. The well was back-plugged using the following procedures:

- 1) The borehole was back-plugged from 524 to 438 feet bls with 8 cubic yards (yds³) of neat cement;
- 2) Upon completion of the hard tag at 438 feet bls, a second stage of 8 yds³ was pumped. The top of grout was tagged at 432 feet bls, which indicated loss of grout in a fractured zone;
- 3) The fractured zone from 380 to 432 feet bls was back-plugged with 4.62 yds³ of rock combined with 56 sacks of bentonite pellets (hole plug) after approval from the SWFWMD;
- 4) Six yards of neat cement were pumped, resulting in a hard tag at 367 feet bls, which indicated that grout was still being lost to the formation;
- 5) 150 sacks of hole plug were used to plug the borehole from 290 to 367 feet bls;
- 6) The remainder of the interval from 279 to 290 feet bls was back-plugged with neat cement.

A well construction diagram showing the final well configuration is provided as **Figure 4**. Well construction diagrams for the monitoring wells used in this APT are shown on **Figures 5 – 7**.

3.0 AQUIFER TEST PROCEDURES

The IAS aquifer testing program included performing a short-term step-rate drawdown test in the IA test pumping well to determine the pumping rate to be used in the APT, and a 10-day APT, utilizing all of the monitoring wells installed for this project. The following sections describe the procedures used for each test.

3.1 Preliminary Specific Capacity Test

A preliminary specific capacity test was performed on March 9 after back-plugging was completed to determine the optimum pumping rate for the 10-day APT. The well was pumped for 15 minutes each at rates of 100, 150, 200, and 245 gallons per minute (gpm). Drawdown ranged from 13.6 feet at 100 gpm to 54.8 feet at 245 gpm, resulting in specific capacity values of 4.4 to 7.4 gpm/ft of drawdown. This is consistent with the value of 4.4 gpm/ft of drawdown derived from a specific capacity test performed in the IAMW (LBG, 2009). Drawdown at 200 gpm was approximately 37 feet, which was determined to be the optimum pumping rate for the APT.

3.2 Ten-Day Aquifer Performance Test

The purpose of the 10-day APT was to collect time-drawdown data to use to calculate the transmissivity, storativity, and leakance of the IAS at the test site. The submersible pump was set at a depth of 126 feet bls. The discharge hose was directed to a stormwater swale located along the west side of the water tower parcel. This swale directed flow to the south to the stormwater ditch located along Erie Road. The discharge was approved by Manatee County staff.

Solinst Leveloggers were installed in the Upper Floridan aquifer monitoring well (UFAMW), the IAS monitoring well (IAMW), and the surficial aquifer monitoring well (SAMW) on March 3 to record background water-level data. These wells are approximately 190

feet northeast of the IA pumping well. A dedicated barologger was also installed to record barometric pressure. The dataloggers were set to record data at 15-minute intervals. The background data were downloaded from the dataloggers on March 30, and the dataloggers were programmed to record water level on a logarithmic interval ranging from 5 seconds to 20 minutes. A datalogger was also installed in the pumping well for the pumping and subsequent recovery portions of the APT. The pumping period of the APT was started at 8:00 a.m. on March 30. The IAS test well was pumped for 10 days at an average pumping rate of 200 gpm. Prior to shutting down the pump, the dataloggers were downloaded and reprogrammed to record recovery water-level data using the logarithmic intervals as used for the pumping period. The pump was shut down at 8:00 a.m. on April 9, and recovery water-level data were collected until April 19. Hydrographs for the three monitoring wells are provided on **Figure 8**. The hydrograph for the IA pumping well is shown on **Figure 9**.

4.0 AQUIFER TEST DATA ANALYSIS

4.1 Data Analysis and Regional Correction

The water-level data collected from the UFMW, IAMW, and SAMW during the background, pumping, and recovery periods for each test were plotted on hydrographs to assess overall trends and fluctuations in water levels (see **Figure 8**). Water-level data from the pressure transducers were corrected for barometric pressure using data recorded with Solinst Barologgers. It should be noted that the water-level data shown on all of the hydrographs are the height of the water column above the transducer, and are not correlated to a specific elevation.

The hydrographs for IAMW and UFMW fluctuate similarly during the background period, with the water levels fluctuating by about 2 to 3 feet in response to rainfall. The IAMW shows small (<0.5 feet) drawdown and recovery fluctuations due to occasional pumping of local well(s) throughout the test period. Water levels in both wells decreased from March 3 to March 12, and then increased until March 18 in response to rainfall on March 12. The levels then stayed relatively steady until increasing again from March 27 to 30 in response to rain on March 26 and 28. The IAMW water level decreased by approximately 22 feet during the pumping period, while the UFMW water level remained at a steady level until a decreasing trend started on April 6 (seventh day of pumping) and continued until April 17. The water levels in UFMW and IAMW returned to nearly the same level April 15. No significant rainfall events occurred during the pumping or recovery period.

The hydrograph for SAMW followed a pattern of gradual decreases punctuated by sudden increases of up to two feet in response to rain events as observed on March 12, 26, and 28. However, the water level in SAMW remained nearly constant during the pumping period, and then returned to a gradual decreasing trend during the recovery period. The nearly constant water level during the pumping period was apparently due to percolation of discharge water that backed-up in the drainage swale to the area adjacent to the monitoring wells.

The hydrograph for the IA pest pumping well shown on **Figure 9** indicates that maximum drawdown was approximately 62 feet. The steps that occurred on four occasions during the test were due to valve adjustments on the pump discharge to return the pumping rate to 200 gpm. This was necessary to account for the decrease in discharge rate that occurred due to increasing drawdown in the well.

In the previous Upper Floridan aquifer APT report (LBG, 2009), the water-level data from UFMW and IAMW were corrected for regional trend using a trend analysis of water-level data from U.S.G.S ROMP TR 7-4 Suwannee. SWFWMD staff questioned whether using ROMP TR 7-4 Suwannee for regional correction of data from the IAMW was valid. As indicated above, the hydrographs for IAMW and UFMW fluctuate nearly coincidentally, which suggests that a valid regional correction for UFMW is also valid for IAMW in this area. As shown on **Figure 10**, the hydrograph for ROMP TR 7-4 Suwannee shows a very similar trend as the hydrographs for IAMW and UFMW. **Figure 11** is the section of the hydrographs for the ROMP TR 7-4 Suwannee, ROMP TR 7-4 Tampa, and ROMP TR 7-4 Hawthorn wells for the period of March 23 through April 9. These hydrographs show that the potentiometric surface levels for the Tampa and Suwannee wells are essentially identical, while the Hawthorn well hydrograph ranges from approximately 6 to 10 feet lower in elevation, and does not have the same amount or timing of fluctuation as the Upper Floridan aquifer wells. While ROMP TR 7-4 Hawthorn and IAMW are both open to a similar zone of the IAS, the hydrograph for IAMW is similar to the hydrographs for the Upper Floridan wells. Furthermore, the depths to the static water levels in UFMW, IAMW, and the IA pumping well were all within a few tenths of a foot of each other, and not the 6 to 10 feet seen at the ROMP TR 7-4 wells. Therefore, it is valid to use the hydrograph for ROMP TR 7-4 Suwannee to define the background trend for both UFMW and IAMW.

A regional trend line was calculated using a polynomial regression of the water-level data from ROMP TR 7-4 during the period of March 23 through April 9, as shown on **Figure 11**. The regional trend line was then adjusted for elevation to fit the background portion of the hydrograph from IAMW and UFMW as shown on **Figure 8**. The fitted regional trend line was intended to represent the predicted non-pumping level in IAMW and UFMW during the

pumping period to use as the basis for calculation of drawdown. However, the regional trend line did not fit the IAMW and UFMW hydrographs adequately to use as the predicted non-pumping level because the magnitude of fluctuation in ROMP TR 7-4 is smaller throughout the entire test period. In an attempt to obtain a better estimate of the predicted non-pumping level in IAMW for the purpose of calculating drawdown, a polynomial regression was applied to the water-level data from UFMW (see **Figure 12**). Use of the trend from UFMW is valid because this well fluctuated similarly to the regional trend defined by ROMP TR 7-4, and did not appear to be affected by drawdown during the APT. Because IAMW and UFMW fluctuate nearly coincidentally during the background period, the level in UFMW during the pumping period is the best approximation of the non-pumping level for IAMW.

Drawdown for the pumping period was calculated as the difference between the predicted non-pumping level and actual pumping level hydrographs. Maximum drawdown in IAMW during the 10-day test was 19.6 feet.

The corrected water-level data were used to calculate time-drawdown and time-recovery data for subsequent use to calculate aquifer characteristics from each test. The following sections provide a description of the data analysis procedures and results.

4.2 APT Analysis

The corrected drawdown data were used in the aquifer test analysis program AquiferWin 32 by Environmental Simulations, Inc. to calculate transmissivity and storativity. The time-drawdown data did not show a response indicative of leakance, so only confined aquifer methods were used. Drawdown data from the Upper Floridan aquifer observation well were analyzed using the Theis Method (Theis, 1935, in Kruseman and de Ridder, 2000) for confined aquifers, the Cooper and Jacob Method (Cooper and Jacob, 1946, in Kruseman and de Ridder, 2000) for confined aquifers, and the Theis Recovery Method (Theis, 1935, in Kruseman and de Ridder, 2000) for confined aquifers.

The Theis Method is a log-log curve matching method in which the time-drawdown data are best fit to a set of type curves to derive a time-drawdown versus $W(u)$ and $1/u$ match point. Transmissivity is calculated with the equation:

$$T = (Q/4\pi s) W(u)$$

where Q is the pumping rate, and s and $W(u)$ are match point drawdown and well function values, respectively. Storativity is calculated with the equation:

$$S = 4Tt/r^2$$

where T is transmissivity, t is the time match point, and r is the distance from the pumped well to the observation well.

The Cooper and Jacob Method is a semi-log straight-line method in which the time-drawdown data are best fit to a straight line. Transmissivity is calculated with the equation:

$$T = 2.3Q/4\pi\Delta s$$

where Q is the pumping rate, and Δs is the change in drawdown across one log cycle of time. Storativity is calculated with the equation:

$$S = 2.25Tt_0/r^2$$

where T is transmissivity, t_0 is the time where the straight line intercepts the x-axis, and r is the distance from the pumped well to the observation well.

The Theis Recovery Method is a semi-log straight-line method in which the time-drawdown data are best fit to a straight line. Transmissivity is calculated with the equation:

$$T = 2.3Q/4\pi s' \text{ Log } t/t'$$

where Q is the pumping rate, and s' is residual drawdown across one log cycle of t/t' .

The Theis Method resulted in a transmissivity value of $693 \text{ ft}^2/\text{day}$, and a storativity value of 5.3×10^{-3} . As shown on **Figure 12**, the late time data ($t > 300$ minutes) matched the type curve, while early time drawdown was greater than predicted by the type curve.

The Cooper-Jacob Method resulted in a transmissivity value of $678 \text{ ft}^2/\text{day}$, and a storativity value of 5.1×10^{-3} . The time-drawdown data plotted along a well-defined straight line after time greater than 500 minutes. The early time drawdown was greater than predicted by the straight line (see **Figure 14**).

The Theis Recovery Method (**Figure 15**) resulted in a transmissivity value of $685 \text{ ft}^2/\text{day}$. Storativity cannot be calculated using this method.

4.3 Water Quality

A water sample was collected during the test and analyzed by Southern Analytical Laboratories, Inc. for chloride, sulfate, hydrogen sulfide, and total dissolved solids (TDS). Chloride, sulfate, and TDS concentrations were 39 mg/l , 230 mg/l , and 580 mg/l , respectively. A copy of the laboratory report is provided in **Appendix A**.

5.0 SUMMARY

The IAS APT results indicated that transmissivity and storativity of the IAS at the test site are approximately 700 ft²/day and 5×10^{-3} , respectively. The specific capacity test performed in IAMW during the 2007 APT program yielded a transmissivity value of 1,100 ft²/day. Both of these values are within the range of published values for PZ-2 of the IAS. Due to the fact that the water level in UFMW remained nearly unchanged for the first 7 days of the pumping period, and then decreased consistent with the regional trend defined from ROMP TR 7-4 Suwannee, there was no significant drawdown indentified in the Upper Floridan aquifer during the APT.

LEGGETTE/BRASHEARS & GRAHAM, INC.

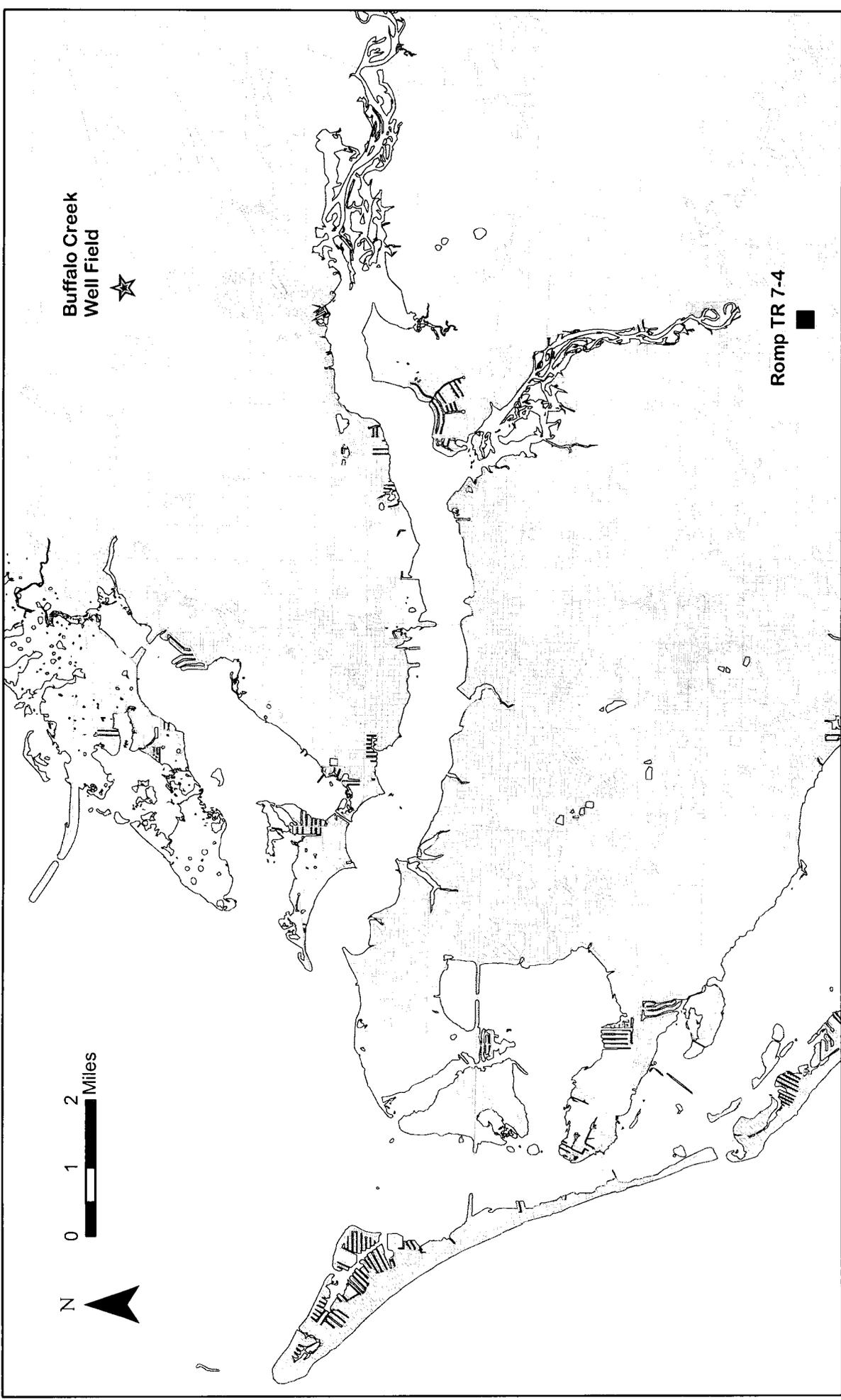


Jeffrey M. Trommer, P.G.
Senior Associate



David A. Wiley, P.G.
Senior Vice President

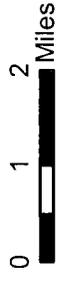
FIGURES



Buffalo Creek
Well Field



Romp TR 7-4

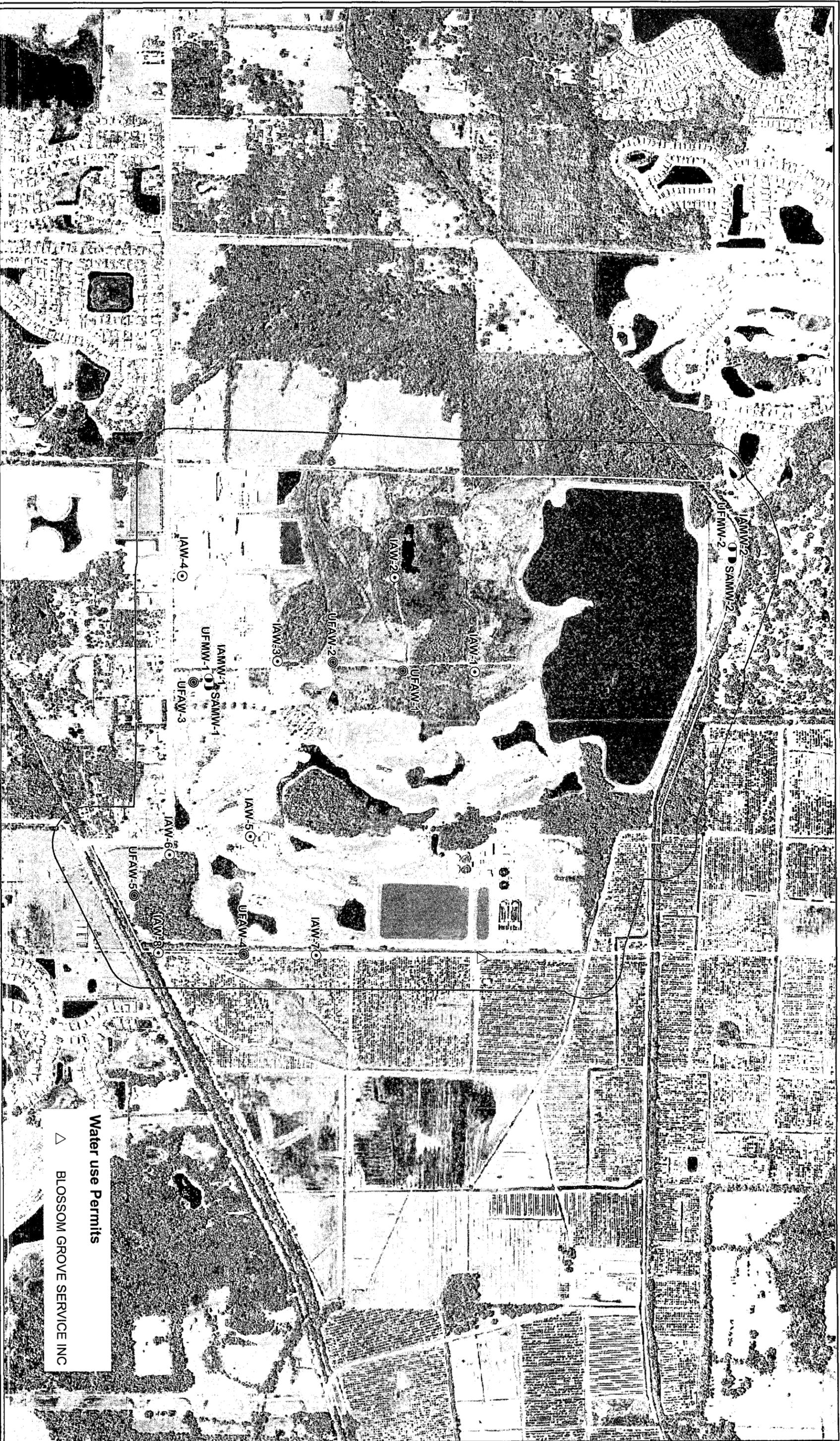


DATE:	May 2010
PROJECT #:	
DRAWN BY:	TDH (L.B.G)
FIGURE:	1

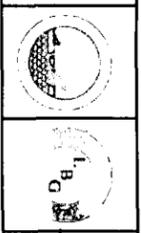
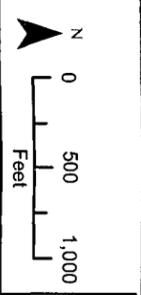
MANATEE COUNTY
 BUFFALO CREEK WELL FIELD
 WELL CONSTRUCTION AND TESTING PROGRAM
 SITE LOCATION MAP



MCKIM & CREED
 345 HAWLEY AVENUE, SUITE 200
 CLEARWATER, FL 34625
 WWW.MCKIMANDCREED.COM
 AA0002667



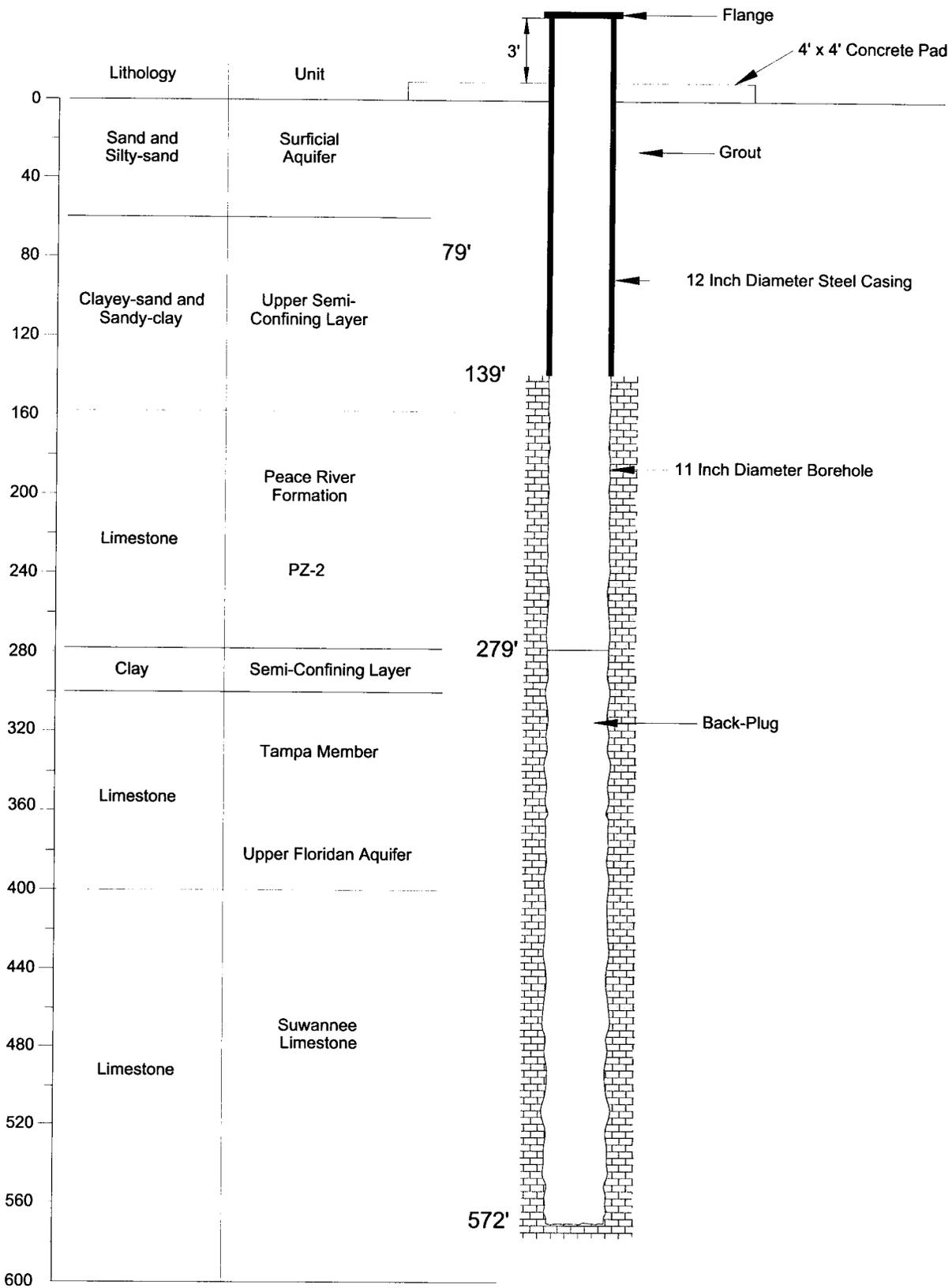
- Legend**
- Intermediate Aquifer Well
 - ⊙ Upper Floridan Aquifer Well
 - Surficial Aquifer Monitoring Well
 - Intermediate Aquifer Monitoring Well
 - 400 FT Distance
 - Property Boundary
 - Upper Floridan Aquifer Monitoring Well



MANATEE COUNTY		DATE: March 2009
BUFFALO CREEK WELL FIELD		PROJECT #
WELL CONSTRUCTION AND TESTING PROGRAM		DRAWN BY: TDH (LBB)
BUFFALO CREEK WELL FIELD SITE		FIGURE: 2

Water Use Permits

▽ BLOSSOM GROVE SERVICE INC



DATE: _____

REVISFD: _____

Acad
 GIS
 Core

MANATEE COUNTY
BUFFALO CREEK WELL FIELD
WELL CONSTRUCTION AND TESTING PROGRAM

PROPOSED IAS TEST PRODUCTION WELL
CONSTRUCTION DIAGRAM AND STRATIGRAPHY

PREPARED BY:



LEGGETTE, BRASHEARS & GRAHAM, INC.
Professional Ground-Water and Environmental Engineering Services
Cypress Point Office Park
10014 North Dale Mabry Highway - Suite 205
Tampa, FL 33618
(813) 968-5882

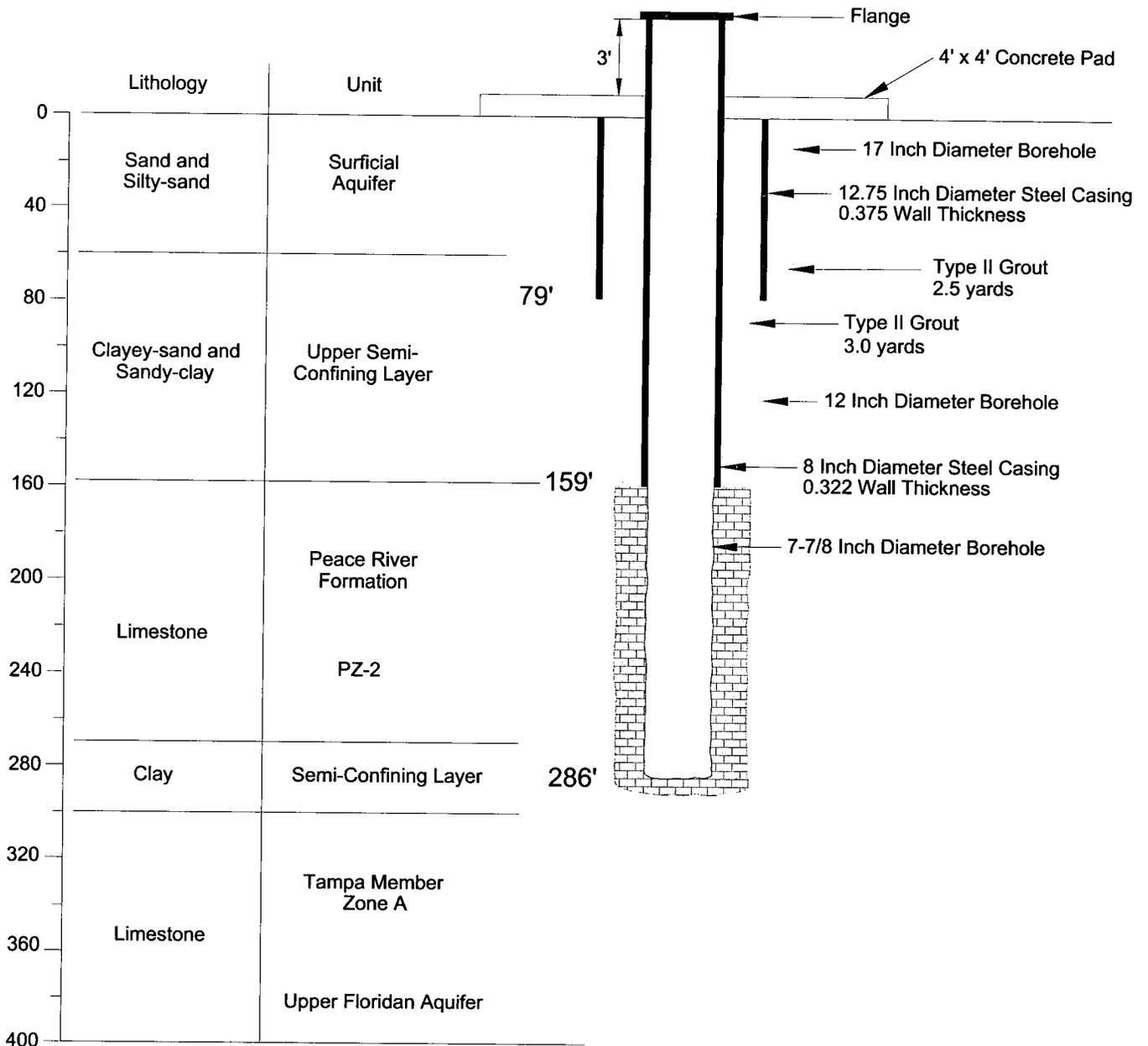
DRAWN: TDH

CHECKED: JMT

DATE: May 2010

FIGURE: 4

FILE NAME: Figure04.DWG

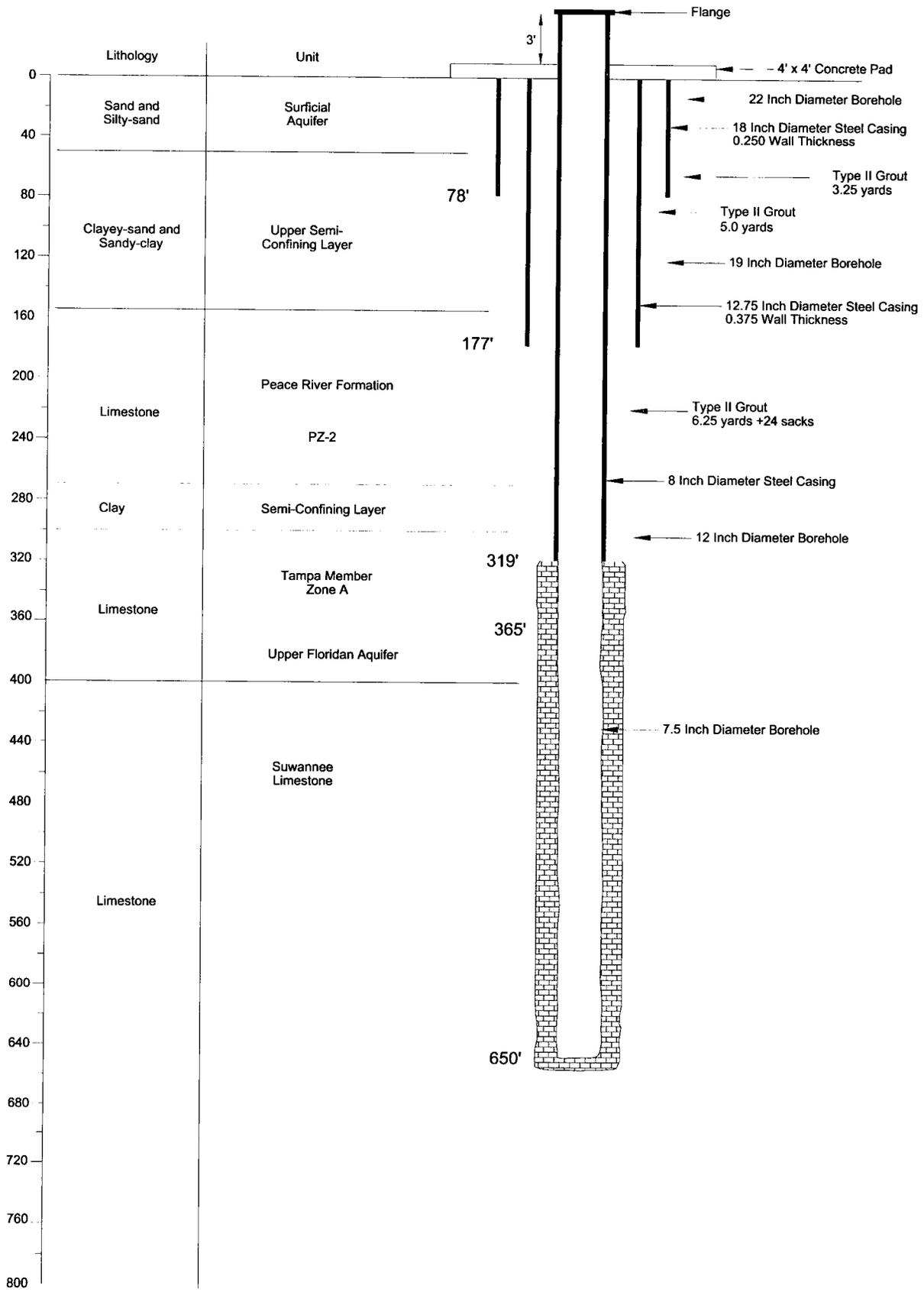


DATE	REVISED
FILE NAME: Figure05.DWG	

MANATEE COUNTY
BUFFALO CREEK WELL FIELD
WELL CONSTRUCTION AND TESTING PROGRAM
IAMW WELL CONSTRUCTION DIAGRAM
AND STRATIGRAPHY

PREPARED BY:
LEGETTE, BRASHEARS & GRAHAM, INC.
 Professional Ground-Water and Environmental Engineering Services
 Cypress Point Office Park
 10014 North Dale Mabry Highway - Suite 205
 Tampa, FL 33618
 (813) 968-5882

DRAWN:	TDH
CHECKED:	JMT
DATE:	May 2010
FIGURE:	5



DATE	REVISED

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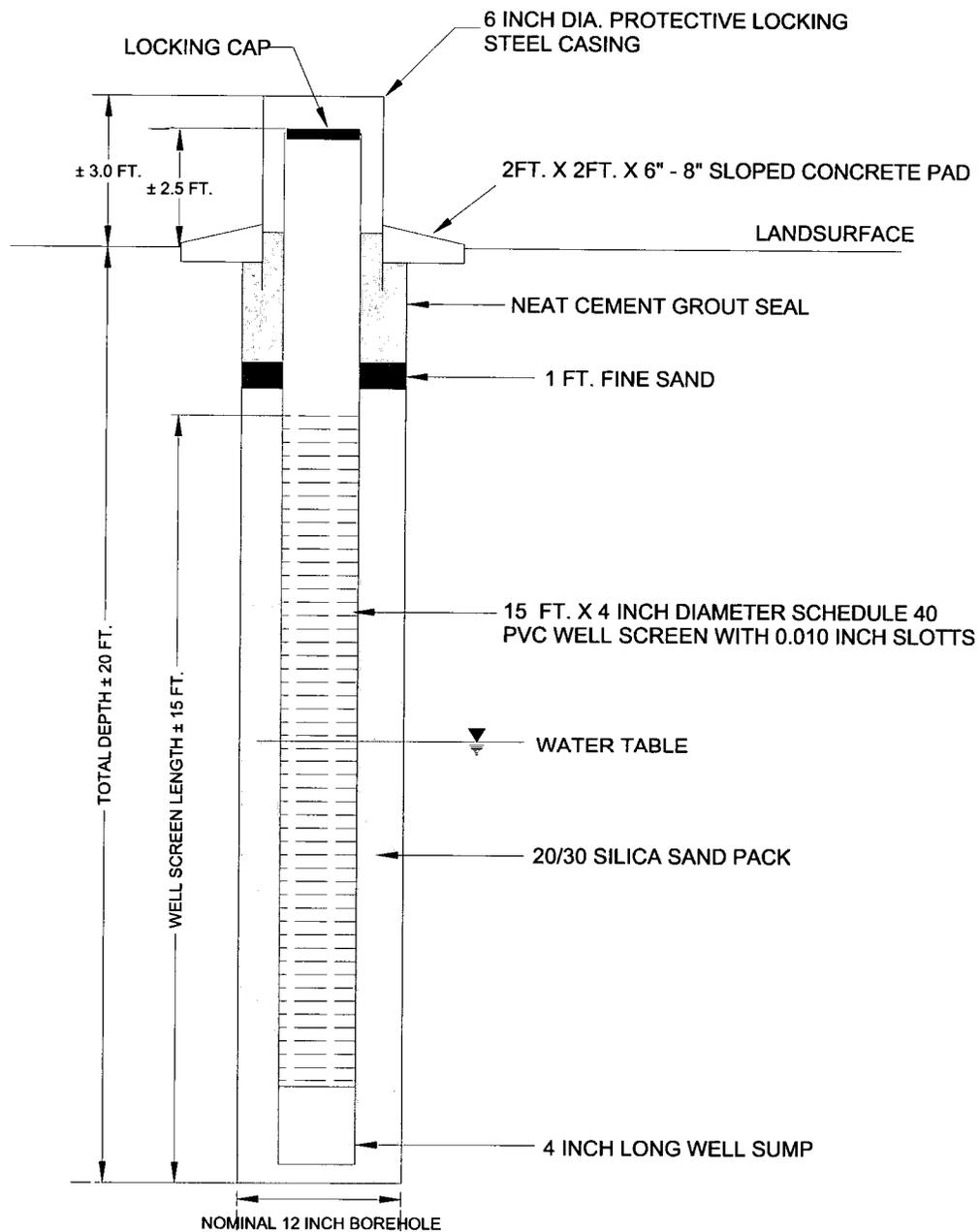
FILE NAME: Figure06.DWG

MANATEE COUNTY
BUFFALO CREEK WELL FIELD
WELL CONSTRUCTION AND TESTING PROGRAM
UFMW WELL CONSTRUCTION DIAGRAM
AND STRATIGRAPHY

PREPARED BY:
LEGGETTE, BRASHEARS & GRAHAM, INC.
 Professional Ground-Water and Environmental Engineering Services
 Cypress Point Office Park
 10014 North Dale Mabry Highway - Suite 205
 Tampa, FL 33618
 (813) 968-5882



DRAWN: TGI
 CHECKED: JMI
 DATE: May 2010
 FIGURE: 6



DATE	REVISED

FILE NAME: Figure07.DWG

AC20
 GIS
 Core1

MANATEE COUNTY
BUFFALO CREEK WELL FIELD
WELL CONSTRUCTION AND TESTING PROGRAM

SURFICIAL AQUIFER WELL
CONSTRUCTION DIAGRAM

PREPARED BY:
LEGGETTE, BRASHEARS & GRAHAM, INC.
 Professional Ground-Water and Environmental Engineering Services
 Cypress Point Office Park
 10014 North Dale Mabry Highway - Suite 205
 Tampa, FL 33618
 (813) 968-5882

DRAWN:	TDH
CHECKED:	JM1
DATE:	May 2010
FIGURE:	7

APPENDIX A

Laboratory Analytical Results

SOUTHERN ANALYTICAL LABORATORIES, INC.

110 BAYVIEW BOULEVARD, OLDSMAR, FL 34677 813-855-1844 fax 813-855-2218



Leggette, Brashears and Graham, Inc.
10014 N. Dale Mabry Rd.
Tampa, FL 33618-

April 21, 2010
Project No: 100949

Laboratory Report

Project Name **Erie Road Intermediate Well Test**
Sample Description **Intermediate Well**
Matrix **Groundwater**
SAL Sample Number **100949.01**
Date/Time Collected **04/13/10 14:30**
Date/Time Received **04/13/10 15:20**

Parameters	Units	Results	Method	Detection Limit	Date/Time Analyzed	Date/Time Prep	Analyst
<u>Inorganics</u>							
Chloride	mg/l	39	EPA 300.0	0.05	04/19/10 18:44		MEJ
Hydrogen Sulfide (Unionized)	mg/l	1.1	SM 4500S F	0.01	04/19/10 17:21		MEJ
Sulfide	mg/l	2.6	SM 4500S F	0.1	04/19/10 17:21		MEJ
Sulfate	mg/l	230	EPA 300.0	0.2	04/19/10 18:44		MEJ
Total Dissolved Solids	mg/l	580	SM 2540C	10	04/19/10 16:25	04/16/10 10:40	EPL
<u>Metals</u>							
Iron	mg/l	0.087	EPA 200.7	0.02	04/19/10 13:46	04/19/10 08:30	HWS

SOUTHERN ANALYTICAL LABORATORIES, INC.

110 BAYVIEW BOULEVARD, OLDSMAR, FL 34677 813-855-1844 fax 813-855-2218



Leggette, Brashears and Graham, Inc.
10014 N. Dale Mabry Rd.
Tampa, FL 33618-

April 21, 2010
Project No: 100949

Laboratory Report

Footnotes

- # Questions regarding this report should be directed to Client Services at 813-855-1844.
- * Test results presented in this report meet all the requirements of the NELAC standards. Test results within this report relate only to these samples.
- ** A statement of estimated uncertainty of test results is available upon request.
- *** For methods marked with ***, all QC criteria have been met for this method which is equivalent to a SAL certified method.
- D1 Measurement was made in the field. Data supplied by client.

EXHIBIT 6, 2010 FLORIDA DEPARTMENT OF HEALTH PERMIT

Charlie Crist
Governor



Ana M. Viamonte Ros, M.D., M.P.H.
State Surgeon General

August 26, 2010

Permit #0133068-889 DS-C/MM

Mr. Daniel T. Gray, Utilities Director
Manatee County Utilities Department
4410 66th Street West
Bradenton, FL 334210

Date of Issue:	March 03, 2009
Expiration Date:	March 03, 2014
County:	MANATEE
Sec/Twp/Rge:	26 & 27/T33S/R18E
Project:	North County Wells/Treatment

Dear Mr. Gray:

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and Florida Administrative Code (F.A.C.) Rule 62-555. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawings, plans, and other documents, attached hereto or on file with the department and made a part hereof and specifically described as follows:

Construct thirteen wells, pumps, motors and fencing along with a raw water transmission system of 20 LF 20" DIP, 4200 LF of 16" DIP, 700 LF of 12" PVC, 1000 LF of 10" PVC, 750 LF of 8" PVC, 3000 LF of 6" PVC, 350 LF of 10" HDPE, 1000 LF of 8" HDPE and 900 LF of 6" HDPE pipe.

SPECIFIC CONDITIONS:

1. This will be a dry-line permit that can not be placed into service until the future water treatment plant is ready to be placed into service as a simultaneous event.
2. The standby power requirement of Rule 62-555.320(14) for the proposed well field will be reviewed during the water treatment plant application.
3. The Control of Copper Pipe Corrosion and Black Water requirement of Rule 62-555.315(5) shall be submitted for review prior to final certification.
4. Prior to placing the system in service a successful two consecutive day main clearance for bacteria must be completed on the finished water.
5. Prior to placing the system in service the engineer of record must certify the system using DEP Form No. 62-555.900(9).
6. If any substantial changes occur with this project, those affected portions will be required to be permitted.

Manatee County Health Department

Environmental Health Services

410 Sixth Avenue East • Bradenton 34208-1928

PHONE (941) 748-0747 • FAX (941) 750-9364

North County Wells/Treatment
Page 2
August 26, 2010

7. Bacteriological sampling of each well of at least 20 samples in accordance with Rule 62-555.315(6) shall be collected and tested for total residual chlorine, total coliform and E. coli with results submitted to Manatee CHD. Bacteriological sampling locations for the raw water transmission system shall be located at 2000 foot interval along the mains and at entrance to the future water treatment plant.
8. If historical or archaeological artifacts, such as Indian canoes are discovered at any time within the project site the permittee shall immediately notify Manatee County Health Department and the Bureau of Historic Preservation, Division of Archives, History and Records Management, RA Gray Building, Tallahassee, Florida 32310, telephone number (904) 487-2073.
9. The permittee shall be aware of and operate under the attached "General Conditions". General conditions are binding upon the permittee and enforceable pursuant to Chapter 403, Florida Statutes.
10. Permitted construction or alteration of public drinking water systems must be supervised during construction by a Professional Engineer registered in the State of Florida.



Brian C. Dietz, PE
Environmental Health Services

BCD/hm/bb

cc: Steve Topouski, PE/McKim & Creed, PA
Harry Messick, ES II, Water Program
Sia Mollanazer, PE/MCPWD
Wayne Troxler, PE/MCPWD
Andy Fischer/MCPWD



0133068-889 DS/MM

APPLICATION FOR A SPECIFIC PERMIT TO CONSTRUCT PWS COMPONENTS

Manatee CHD

See page 4 for instructions.

AUG 24 2010

I. General Project Information

A. Name of Project: North County Wells/Treatment Env. Health Services

B. Description of Project and Its Purpose: Modification of Permit #0133068-889 DS-C. Relocated Well UFAW-1 and IAW-4 and updated length of proposed raw water transmission main.

- Construct a new public supply wellfield to serve a future water treatment plant, which will consist of the following:
*A new raw water transmission main with 20 LF of 20" DI Pipe, 4,200 LF of 16" DI Pipe, 700 LF of 12" PVC Pipe, 1,000 LF of 10" PVC Pipe, 750 LF of 8" PVC Pipe, 3,000 LF of 6" PVC Pipe, and 350 LF of 4" PVC installed by open cut.
*An additional 350 LF of 10" HDPE Pipe, 1,000 LF of 8" HDPE Pipe, and 900 LF of 6" HDPE Pipe by directional drill.
*Thirteen well pumps and motors on separate 12ft x 23ft. concrete slabs enclosed by fencing.

C. Does project create a "new system" as described under subsection 62-555.525(1), F.A.C.? [] Yes, and a completed copy of Form 62-555.900(20), New Water System Capacity Development Financial and Managerial Operations Plan, is attached. [X] No.

D. Location of Project
1. County Where Project Located: Manatee
2. Description of Project Location: Parrish, FL, north of 69th Street E and Erie Road, surrounding Buffalo Creek Golf Course

3. Latitude and Longitude of Each New Treatment Plant and Each New Raw Water Source (attach additional sheets if necessary):

Table with 3 columns: Name of New Treatment Plant or Raw Water Source, Latitude, Longitude. Includes header row and five data rows with coordinates.

E. Estimate of Cost to Construct Project: Approximately \$7,500,000

F. Estimate of Dates for Starting and Completing Construction of Project: July 2011 to August 2012

G. Applicant

Form for Applicant information including PWS/Company Name, PWS Type, Contact Person, Mailing Address, City, Telephone Number, E-Mail Address, and PWS Identification No.

* This information is required only if the applicant is a public water system (PWS).

H. Public Water System (PWS) Supplying Water to Project

Form for Public Water System information including PWS Name, PWS Type, PWS Owner, Contact Person, Mailing Address, City, Telephone Number, E-Mail Address, and PWS Identification No.

APPLICATION FOR A SPECIFIC PERMIT TO CONSTRUCT PWS COMPONENTS

Project Name: North County Wells/Treatment	Applicant: Manatee County Utilities Department
--	--

I. Public Water System (PWS) that Will Own Project After It Is Placed into Permanent Operation

PWS Name: Manatee County Utilities Department		PWS Identification No.:* 6411132	
PWS Type:* <input checked="" type="checkbox"/> Community <input type="checkbox"/> Non-Transient Non-Community <input type="checkbox"/> Transient Non-Community <input type="checkbox"/> Consecutive			
PWS Owner: Manatee County Utilities Department			
Contact Person: Daniel T. Gray		Contact Person's Title: Utilities Director	
Contact Person's Mailing Address: 4410 66 th Street West			
City: Bradenton		State: FL	Zip Code: 34210
Contact Person's Telephone Number: 9417928811		Contact Person's Fax Number: 9417953488	
Contact Person's E-Mail Address: dan.gray@mymanatee.org			

* This information is required only if the owner/operator is an existing PWS.

J. Professional Engineer(s) or Other Person(s) in Responsible Charge of Designing Project*

Company Name: McKim & Creed, PA		
Designer(s): Steve Topovski, P.E.		Title(s) of Designer(s): Senior Project Manager
Qualifications of Designer(s):		
<input checked="" type="checkbox"/> Professional Engineer(s) Licensed in Florida – License Number(s): 61579		
<input type="checkbox"/> Public Officer(s) Employed by State, County, Municipal, or Other Governmental Unit of State [†]		
<input type="checkbox"/> Plumbing Contractor(s) Licensed in Florida – License Number(s): [^] _____		
Mailing Address of Designer(s): 378 Interstate Court		
City: Sarasota		State: FL Zip Code: 34240
Telephone Number of Designer(s): 941-379-3404		Fax Number of Designer(s): 941-379-3530
E-Mail Address(es) of Designer(s): stopovski@mckimcreed.com		

* Except as noted in paragraphs 62-555.520(3)(a) and (b), F.A.C., projects shall be designed under the responsible charge of one or more professional engineers licensed in Florida.

[†] Attach a detailed construction cost estimate showing that the cost to construct this project is \$10,000 or less.

[^] Attach documentation showing that this project will be installed by the plumbing contractor(s) designing this project, documentation showing that this project involves a public water system serving a single property and fewer than 250 fixture units, and a detailed construction cost estimate showing that the cost to construct this project is \$50,000 or less.

II. Certifications

A. Certification by Applicant

I am duly authorized to sign this application on behalf of the applicant identified in Part I.G of this application. I certify that, to the best of my knowledge and belief, this project complies with Chapter 62-555, F.A.C., and provides assurance of compliance with Chapter 62-550, F.A.C. I also certify that construction of this project has not begun yet.

Signature and Date	Daniel T. Gray Printed or Typed Name	Utilities Director Title
--------------------	---	-----------------------------

B. Certification by PWS Supplying Water to Project

I am duly authorized to sign this application on behalf of the PWS identified in Part I.H of this application. I certify that said PWS will supply the water necessary to meet the design water demands for this project. I certify that, to the best of my knowledge and belief, said PWS's connection to this project will not cause said PWS to be, or contribute to said PWS being, in noncompliance with Chapter 62-550 or 62-555, F.A.C. I also certify that said PWS has reviewed the preliminary design report or drawings, specifications, and design data for this project and that said PWS considers the connection(s) between this project and said PWS acceptable as designed.

• Name(s) of Water Treatment Plant(s) to Which this Project Will Be Connected: Future

• Total Permitted Maximum Day Operating Capacity of Plant(s), gpd: 0

• Total Maximum Day Flow at Plant(s) as Recorded on Monthly Operating Reports During Past 12 Months, gpd: 0

Signature and Date	Daniel T. Gray Printed or Typed Name	Utilities Director Title
--------------------	---	-----------------------------

ATTACHMENT TO FDEP FORM 62-555.900(1)
GROUND WATER WITHDRAWALS
NORTH COUNTY WELLS/TREATMENT

Well ID No. (Owner)	Latitude	Longitude
UFAW-1	27° 34' 53" N	82° 29' 03" W
UFAW-2	27° 34' 45" N	82° 29' 04" W
UFAW-3	27° 34' 29" N	82° 29' 01" W
UFAW-4	27° 34' 35" N	82° 28' 28" W
UFAW-5	27° 34' 23" N	82° 28' 35" W
IAW-1	27° 35' 0" N	82° 29' 03" W
IAW-2	27° 34' 51" N	82° 29' 14" W
IAW-3	27° 34' 39" N	82° 29' 04" W
IAW-4	27° 34' 28" N	82° 29' 13" W
IAW-5	27° 34' 36" N	82° 28' 42" W
IAW-6	27° 34' 27" N	82° 28' 40" W
IAW-7	27° 34' 43" N	82° 28' 28" W
IAW-8	27° 34' 26" N	82° 28' 28" W



STATE OF FLORIDA
DEPARTMENT OF HEALTH

374598

Drinking Water Programs
RECEIPT

Issued by: Manatee County Health Department

LEGAL AUTHORITY: F.S. 381.0062; 513; F.A.C. 64E-8; 64E-9; 64E-10; 64E-11; 64E-14; 64E-15; 64E-16; 64E-17; 64E-19.

McKim & Creed
243 North Front St
Wilmington
North County Wells/Treatment

NC 28401



Control Number: 41-MI-01839
Amount Paid: \$ 450.00
Date Paid/Issued: 8/24/2010
Cash/Check: Check 155131
Payment Type: Payment ; DS Minor
Receipt Number: W100824001
Operator: bjb

EXHIBIT 7, 2008 BASIS OF DESIGN REPORT

EXHIBIT 8, 2009 WELL FIELD PLANS

EXHIBIT 9, 2012 SWFWMD PERMIT

NOTE: THESE EXHIBITS ARE UPLOADED AS SEPARATE DOCUMENTS ON THE PROCUREMENT PAGE OF THE COUNTY WEBSITE WITH THE SOLICITATION DOCUMENT AND ARE AVAILABLE FOR DOWNLOAD.

EXHIBIT 10, SAMPLE AGREEMENT



CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)

AGREEMENT No. [ENTER NUMBER]

PROFESSIONAL SERVICES [ENTER TITLE]

between

MANATEE COUNTY (COUNTY)

and

[ENTER CONSULTANT NAME]

(CONSULTANT)

SAMPLE

AGREEMENT FOR [INSERT TYPE OF SERVICE]

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, 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 Qualification No. [INSERT RFP NUMBER] and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code and Florida Statutes § 287.055.

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

ARTICLE 1. SCOPE OF SERVICES

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

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and <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 date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force until all Work issued during the effective period of this Agreement are completed, unless terminated by COUNTY pursuant to Article 10, but not to exceed [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.
- F. CONSULTANT shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit C**.
- G. CONSULTANT shall be entitled to rely upon information provided from COUNTY. Information includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT'S work under this Agreement. CONSULTANT shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONSULTANT shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the Services.

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

ARTICLE 7. RESPONSIBILITIES OF COUNTY

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

ARTICLE 8. COUNTY'S PROJECT MANAGER

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

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

ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 10. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

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

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

4. In the event of termination of this Agreement, CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONSULTANT shall:
 - a. Stop work on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
 - d. Continue and complete all parts of any 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 the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its personnel, design professionals and other persons employed or utilized by the CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT'S expense.
- B. CONSULTANT shall indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONSULTANT and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 18. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 19. INSURANCE

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

Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. 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, or 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 the Agreement, CONSULTANT, its directors, officers and employees, represents that 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 of 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]

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 PROCUREMENT OFFICIAL
Procurement Official

Date: _____

SAMPLE

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 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 per 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; and 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 proposal, 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 information pre-claim meetings, not provided for in Florida Statutes § 255.05.

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

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

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

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

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

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SAMPLE

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: _____

SAMPLE

Please return this completed and signed statement with your agreement.