

RFQ NO.20-TA003483CD  
PROFESSIONAL TRANSPORTATION  
ENGINEERING SERVICES FOR 9<sup>TH</sup> AVE NW  
PROJECT- FROM 71<sup>ST</sup> ST NW TO 99<sup>TH</sup> ST  
NW  
(925-93)  
OCTOBER 2, 2020

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**ADVERTISEMENT**

**REQUEST FOR QUALIFICATIONS NO. 20-TA003483CD**

**PROFESSIONAL TRANSPORTATION ENGINEERING SERVICES FOR 9TH AVE NW PROJECT- FROM 71ST ST NW TO 99TH ST NW**

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 transportation engineering 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 **October 30, 2020 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 October 21, 2020. 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](mailto:chris.daley@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE:

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### **Section D Forms** (to be executed and return with the Proposal)

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| Form 1 | Acknowledgement of Addenda                                |
| Form 2 | Proposal Signature Form                                   |
| Form 3 | Public Contracting and Environmental Crimes Certification |
| Form 4 | Conflict of Interest Disclosure Form                      |
| Form 5 | Non-Collusion Affidavit                                   |
| Form 6 | Truth-in Negotiation Certificate                          |
| Form 7 | Scrutinized Company Certification                         |
| Form 8 | Insurance Statement                                       |
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### **Section E Attachments**

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| Attachment A | Scope of Services                        |
| Attachment B | Proposal Response                        |
| Attachment C | Conceptual Complete Streets Presentation |
| Attachment D | Conceptual Drainage Analysis             |
| Attachment E | Sample Agreement                         |

## **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 transportation engineering 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 **October 30, 2020 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, 8<sup>th</sup> 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. 20-TA003483CD, Professional Transportation Engineering Services for 9<sup>th</sup> Ave NW Project- Fom 71<sup>st</sup> ST NW to 99<sup>th</sup> ST NW, 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 Attachment B, 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](http://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](mailto: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](mailto: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:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposer's request for trade secret at any time; and
2. 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
3. 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.

Offeror 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):
  - i. 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.
  - ii. 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.
  - iii. 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](mailto: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](mailto:purchasing@mymanatee.org) or by phone at 941-748-4501, X3014.**

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

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

**A.36 PURCHASING COOPERATIVE**

It is the intent of this RFQ to include requirements and to obtain proposals on behalf of Manatee County Government. Further it authorizes entities belonging to the Sarasota Bay Area Chapter of NIGP to obtain goods and services utilizing the terms, conditions and pricing of this RFQ. This opportunity is also made available to all public agencies, pursuant to their own governing laws, and subject to the agreement of the supplier. The County will not be financially responsible for the purchases of other public agencies utilizing this RFQ and any resulting contract or purchase order.

**A.37 SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. Refer to the County's website ([www.mymanatee.org](http://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                    | October 21, 2020               |
| Final Addendum Posted                                  | October 23, 2020               |
| Proposal Due Date and Time                             | October 30, 2020, by 3:00 p.m. |
| Technical Evaluation Meeting                           | November 10, 2020              |
| Technical Evaluation Meeting                           | November 13, 2020              |
| Interviews/Presentations/Demonstrations (if conducted) | November 20, 2020              |
| Final Evaluation Meeting (if required)                 | November 24, 2020              |
| Projected Award  | December 2020                  |

**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 rank 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.

| <b>Criteria</b>                           | <b>Weight</b> |
|---|---------------|
| Proposer & Team's Experience              | 30%           |
| Approach to Project Management and Design | 25%           |
| Organizational Structure and Capacity     | 10%           |
| Similar Completed Projects                | 20%           |
| Interviews/ Discussions                   | 15%           |

**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 and ranking 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 ranked Proposer. If the County and the highest-ranked 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-ranked 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 Attachment E, Sample Agreement). The County (as Owner) will execute this Agreement with the successful Proposer (as Contractor).

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 Attachment E. The Proposer understands that if it submits exceptions to the Sample Agreement in its Proposal, the Proposer may be determined non-responsive.

Print or type Proposer’s information below:

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

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

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Manatee County by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, as determined by the County, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of, or has admitted guilt to, any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he/she is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common board of directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

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

\_\_\_\_\_  
Signature of Contractor Representative

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
[Type of identification]

\_\_\_\_\_  
Notary Public Signature

My commission expires \_\_\_\_\_

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

**FORM 4 - CONFLICT OF INTEREST DISCLOSURE FORM**

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

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

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

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

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

Acknowledged and attested to by:

\_\_\_\_\_ Firm Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Name and Title (Print or Type)

\_\_\_\_\_ Date

**Return this fully executed form with your Proposal.**

**FORM 5 - NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

RFQ No.: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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

Signature: \_\_\_\_\_

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

Notary Signature \_\_\_\_\_

Notary Name: \_\_\_\_\_

Notary Public (State): \_\_\_\_\_

My Commission No: \_\_\_\_\_

Expires on: \_\_\_\_\_

SEAL

**FORM 6 - TRUTH – IN – NEGOTIATION CERTIFICATE**

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

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

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**FORM 7 – SCRUTINIZED COMPANY CERTIFICATION**

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

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

Companies must complete and return this form with its response.

Company: \_\_\_\_\_

FEIN: \_\_\_\_\_

Address. \_\_\_\_\_

City/State/Zip. \_\_\_\_\_

I, \_\_\_\_\_, as a representative of \_\_\_\_\_

certify and affirm that this entity is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## FORM 8, INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

- \$1,000,000 Single Limit Per Occurrence
- \$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. 20-TA003483CD**

**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 ATTACHMENTS**

**Attachment A, Scope of Services**

**Attachment B, Proposal Requirements**

**Attachment C, Conceptual Complete Streets Presentation**

**Attachment D, Conceptual Drainage Analysis**

**Attachment E, Sample Agreement**

## **ATTACHMENT A SCOPE OF SERVICES**

### **A. BACKGROUND INFORMATION**

Manatee County, a political subdivision of the State of Florida (hereinafter in this Scope referred to as County), is seeking proposals from qualified firms to provide Professional Engineering Services and other professional services for the 9<sup>th</sup> Avenue NW – 71<sup>st</sup> Street NW to 99<sup>th</sup> Street NW Project.

### **B. PROJECT DESCRIPTION**

The project will focus on reconstruction of the west end of the 9th Avenue NW roadway from 75th Street NW to 99th Street NW, including, but not limited to, construction of standard vehicle lane widths, a multi-use trail, sidewalks, landscaping, crosswalks, curb, medians, signage and striping, street lighting, piped drainage systems, stormwater ponds, wetland mitigation areas and/or floodplain conservation areas. The project scope also includes completing missing sidewalk links on 9th Ave NW from 75th St NW to 71st St NW. The Project design shall meet current design standards for urban collector roadways in accordance with Manatee County Public Works Department's Highway and Traffic Standards, including Complete Streets guidelines.

A previously prepared 9<sup>th</sup> Avenue NW Conceptual Complete Streets Presentation and a Conceptual Drainage Analysis are included in this solicitation as Attachments C and D, and the conceptual findings of each are to be considered in the engineering design. The goal for this project is to balance the needs of pedestrians, bicyclists and motorists while providing enhanced safety for each type of user along the roadway.

### **C. SCOPE**

The Successful Proposer (hereinafter in this Scope referred to as Consultant) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Professional Engineering Services and other professional services for the Project to include, but not be limited to, the following disciplines and sub-disciplines:

1. Transportation Engineering (Including Drainage)
2. Traffic Engineering
3. Stormwater Management and Floodplain Engineering
4. Utilities Engineering
5. Geotechnical Engineering and Materials Testing
6. Land Surveying, Mapping and Subsurface Utility Engineering (SUE)
7. Landscape Architecture
8. Environmental and Ecological Services
9. Land Acquisition Services

**D. SERVICE REQUIREMENTS**

The Consultant's services shall include, but not be limited to, the following:

1. Roadway Design and Specification (Includes Drainage Design)
2. Traffic Engineering Design and Specification (Includes Intelligent Transportation System (ITS), Traffic Operations Design and Street Lighting Design)
3. Stormwater Management and Floodplain Design and Specification
4. Mitigation Plan
5. Utilities Design and Specification
6. Landscape Architecture
7. Permitting (Meetings, Applications and Certifications)
8. Utility Coordination
9. Perform Field Reviews
10. Attend Project Meetings, Prepare Meeting Agendas and Meeting Minutes
11. Attend Design Review Meetings
12. Project Scheduling
13. Construction Phasing
14. Maintenance of Traffic Requirements
15. Engineering Contract Administration and Management
16. Contract File (Setup and Maintenance)
17. Prepare Probable Construction and Right-of-Way Cost Estimates
18. Topographic Survey
19. Boundary Survey
20. Subsurface Utility Engineering (SUE) Locates
21. Right-of-Way Surveying and Mapping
22. Legal Sketch and Descriptions
23. Land Acquisition Services (As-Needed)
24. Geotechnical Soil Exploration, Reports and Materials Testing Services
25. Bidding and Construction Phase Services
26. Prepare Record Drawings
27. Public Involvement Programs
28. All Other Services Necessary for Project Completion

**E. DELIVERABLES**

The Consultant shall provide the following deliverables to the County:

1. Project Management, Coordination, Field Review, Data Collection
  - a. Project Schedule
  - b. Survey CAD file in "DWG" format
  - c. Right-of-Way Needs Map
  - d. Final CAD base files in "DWG" format.
  - e. Records of correspondence with permitting agencies and utilities
  - f. Provide monthly progress reports for the duration of the project.
  - g. Attend bi-weekly project meetings and provide meeting minutes to the County.

- h. Perform survey, and SUE as necessary of the project site within the project limits.
- i. Conduct a field review of the project to take photos, note field conditions, and verify survey information within the project limits.
- j. Obtain any existing site surveys, existing geotechnical reports, and any existing as-builts from the County to incorporate County and franchise utilities info and update the project documents.

2. Design and Permitting

- a. Preliminary Design (30%)
  - i. Two (2) 24"x36" sets of plans.
  - ii. One (1) electronic set of plans in "pdf" format.
  - iii. One (1) electronic copy of the 30% opinion of probable construction cost with bid quantities in "pdf" format.
  - iv. One (1) electronic copy of the Geotechnical Report in "pdf" format.
  - v. All electronic copies of the items listed above are to be submitted via the Design Review (DESR) process in e-Builder.
- b. Intermediate Design (60%)
  - i. Two (2) 24"x36" sets of plans.
  - ii. One (1) electronic set of plans in "pdf" format.
  - iii. One (1) electronic set of technical specifications in "pdf" format.
  - iv. One (1) electronic set of the Special Provisions in "pdf" format.
  - v. One (1) electronic copy of the updated opinion of probable construction cost with bid quantities in "pdf" format.
  - vi. One (1) electronic copy of a Right-of-Way Needs map, if applicable.
  - vii. All electronic copies of the items listed above are to be submitted via the Design Review (DESR) process in e-Builder
- c. Intermediate Design (90%)
  - i. Two (2) 24"x36" sets of plans.
  - ii. One (1) electronic set of plans in "pdf" format.
  - iii. One (1) electronic set of technical specifications in "pdf" format.
  - iv. One (1) electronic set of the Special Provisions in "pdf" format.
  - v. One (1) electronic copy of the updated opinion of probable construction cost with bid quantities in "pdf" format.
  - vi. All electronic copies of the items listed above are to be submitted via the Design Review (DESR) process in e-Builder.
- d. Final Design (100%)
  - i. Two (2) sets of Signed and Sealed 24"x36" plans, Technical Specifications and Special Provisions.
  - ii. One (1) electronic set of digitally signed and sealed plans, Technical Specifications and Special Provisions in "pdf" format.
  - iii. One (1) copy of all base files in AutoCAD "dwg" format and text fonts used.
  - iv. One (1) final opinion of probable construction cost with bid quantities in "pdf" format.
  - v. One (1) copy of all permits in "pdf" format.

- vi. SWFWMD permit design calculations
- vii. One (1) electronic copy of the final Geotechnical Report in “pdf” format.
- viii. All electronic copies of the items listed above are to be submitted via the Design Review (DESR) process in e-Builder.
- e. Permitting: submit permit applications for the construction of the project to the authority having jurisdiction.

3. Bid and Construction Phase Services

a. Bid Phase

- i. Prepare electronic bid package consisting of plans, necessary permits, Geotechnical Report, Bid Form, Technical Specifications to include measurement and payment sections and Special Provisions.
- ii. Participate in one (1) pre-bid conference as the County’s engineering representative.
- iii. Review and provide responses to RFIs and provide amendments to the plans and specifications as necessary during the bidding process.
- iv. Participate in one (1) bid opening as the County’s engineering representative.
- v. Participate in evaluating the received bids and provide a letter of recommendation for award.

b. Construction Phase

- i. Attend one (1) pre-construction meeting, prepare and provide agenda and minutes of the meeting.
- ii. Attend monthly progress meetings during the construction phase.
- iii. Notify permitting agencies of the start of construction, as necessary and in accordance with permit conditions.
- iv. Review monthly pay applications submitted by the Contractor for completeness and make recommendations for payments.
- v. Review and provide responses/approvals for submittals, RFIs, and shop drawings.
- vi. Provide recommendations of changes, as necessary, which may be required within the scope of the project during construction.
- vii. Conduct a limited number of site visits during construction to observe general construction activities and prepare a one-page narrative on the progress of the work.
- viii. Prepare the punch list items to be corrected or completed at the substantial and final completion stages of the work.
- ix. Prepare Right-of-Way maps of the constructed project limits.
- x. Prepare and furnish a final set of reproducible record drawings from the construction contractor’s as-built documents and submit to County and to permitting agency for final permit clearance. Record drawing deliverable to County will include:
  - (1) One (1) transmittal letter
  - (2) One (1) electronic set of record drawings in "pdf" format.

- (3) One (1) set of certified 24"x36" record drawings.
- (4) One (1) CD (or flash drive) with record drawing base files, including text fonts, in AutoCAD ".dwg".

**F. GENERAL DUTIES OF THE CONSULTANT**

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

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

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

The Consultant shall be familiar with Manatee County Standards, templates and processes.

The Consultant shall be required to use the Internet web-based project management tool, e-Builder Enterprise™ (e-Builder), and protocols included in that software during this project; and shall take any training courses required by the Owner, at no additional cost to the Owner. The use of this project management system does not replace or change any contractual responsibilities of the participants.

User registration, electronic and computer equipment, and Internet connections required for e-Builder are the responsibility of the Consultant. The sharing of user accounts is prohibited. Individuals who are granted log-in access to the County e-Builder platform shall be responsible for the proper use of their passwords and access to data as agents of the Consultant. For documents requiring original signature such as Contracts, Change Orders, Application and Certification for Payment, and Field Directives, paper documents may be required in addition to submittal via e-Builder.

User licenses for e-Builder Enterprise™ will be provided and paid for by the Owner based on assigned roles for the project including Project Manager, Project Fiscal, Project Superintendent, and others as may be required.

**G. ESTIMATED PROJECT COMPLETION DATE**

Time is of the essence on this project. The proposer shall submit a detailed schedule along with a narrative describing key aspects, critical issues and schedule milestones. The proposer shall include initiatives to be taken to streamline the project delivery towards the development and completion of a complete set of plans, specifications and supporting documents necessary for a complete and biddable project.

**END OF ATTACHMENT A**

## **ATTACHMENT B, 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.

### **B.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.

### **B.02 RESPONSE FORMAT**

#### **A. TAB 1 - INTRODUCTION**

Include the following in Tab 1 of the Response.

1. A cover page that identifies Proposer, the RFP by title and the RFP 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 9<sup>th</sup> Ave NW Project- from 71<sup>st</sup> Street NW to 99<sup>th</sup> Street NW.

**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 transportation engineering for a minimum of five (5) years since October 1, 2015.

**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 transportation engineering services since October 1, 2015.**

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 effect.**

### **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.28, Trade Secrets, in Tab 4 identify any trade secret being claimed. Proposer must submit purported trade secret as follows:

1. Trade secret material must be segregated, within the applicable TAB, from the portions of the Response that are not being declared as trade secret. NOTE: Responses cannot be designated as 'Proprietary' or 'Confidential' in their entirety.

2. Proposer shall cite, for each trade secret being claimed, the Florida Statute number which supports the designation.
3. Proposer shall offer a brief written explanation as to why information claimed as trade secret fits the cited Statute.
4. Proposer shall provide an additional electronic copy of its Response that redacts all designated trade secrets.

**E. TAB 5 - PROPOSER STATEMENT OF ORGANIZATION (LIMIT 5 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 20 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 transportation engineering design services for other government agencies, particularly those within Florida.
3. Provide Proposer's years of experience in transportation engineering design services using Complete Streets solutions.
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-contractors 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 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 14 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.
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 12 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. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County. For each individual in the organization diagram, include each individual's name, title, firm and indicate their functional relationship to each other.
5. If Proposer'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.
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 October 1, 2018. Include

the following information for each:

- a. Name of the project.
  - b. Date of award.
  - c. 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 10 PAGES)**

Provide a list of up to ten transportation design projects, particularly those for urban collector roadways that used Complete Street solutions, which Proposer has successfully designed, and the project has been successfully constructed and completed (completed meaning final payment has been made) since September 1, 2010. Include the following information:

- a. Organization/Owner name
- b. Address (City/State)
- c. Project date (Start/End)
- d. Proposer's role in the project
- e. Scope of work (Brief description)
- 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 ATTACHMENT B



# 9<sup>th</sup> Avenue NW Roadway Improvements Project and Complete Streets From Policy to Planning

Manatee County  
Public Works Transportation Planning  
August 2020

# Agenda and Objectives



- Welcome and Introductions
  - What are Complete Streets?
  - Applying Complete Streets to 9<sup>th</sup> Avenue NW and Proposed Concepts
  - Next Steps
- 

# What are Complete Streets?

# Complete Streets



## Previous Practice (Nationwide)

- Seeks to maximize automobile traffic volume
- Lower priority was placed on safety and options for other transportation users
- May have created barriers for community adhesion and connectivity
- Did not prioritize reducing adverse impacts on health and the environment

## Complete Street Solutions

- Emphasizes safety for cyclists, pedestrians and automobiles;
- Bolsters economic efficiency
- Provides mobility, access, and transportation options to all roadway users, while increasing holistic public health



# Complete Streets Safety



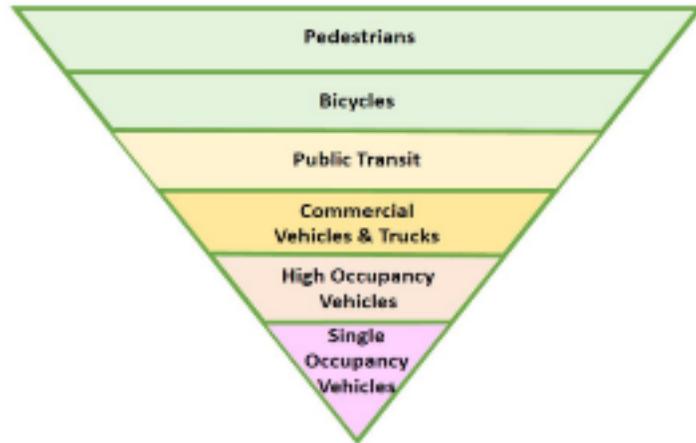
“Being number 1 in fatalities and serious injuries is NOT where Florida wants to be.”

-- Former FDOT Secretary  
Ananth Prasad

## Previous Practice

- Seeks to maximize traffic volume for single-occupancy vehicles
- Lower priority was placed on safety and option for other transportation users

# Complete Streets & Mobility



## People

Complete Streets support roadway designs that improve the safety and health of all users while providing opportunities and choice for transportation connections.

## Place

Context sensitive transportation solutions are an integral part of a comprehensive network that safely supports the needs of specific communities and the traveling public that are served.



## Prosperity

Transportation, quality of life, and economic development are all undeniably connected through well-planned and well-designed transportation solutions.

# Complete Streets: Benefits



## Safety Benefits



## Benefits for Children



## Benefits for People with Disabilities



## Health Benefits



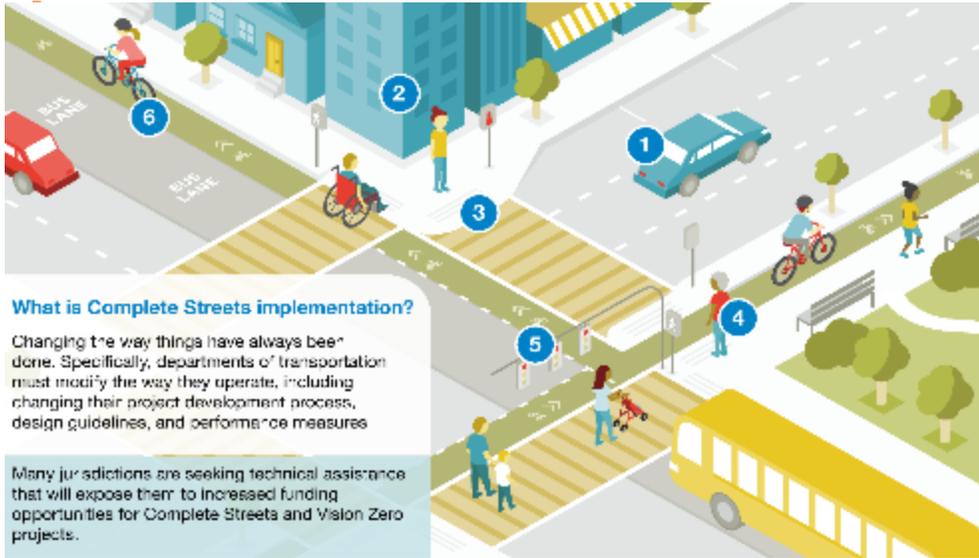
## Benefits for Aging Population



# Complete Streets: Implementation



## Cost (example projects)



### What is Complete Streets implementation?

Changing the way things have always been done. Specifically, departments of transportation must modify the way they operate, including changing their project development process, design guidelines, and performance measures.

Many jurisdictions are seeking technical assistance that will expose them to increased funding opportunities for Complete Streets and Vision Zero projects.

- 1 Auto-oriented culture**  
Overcoming misconceptions around Complete Streets and safety countermeasures through proper staff education and training
- 2 Limited staff time and resources**  
Strategically prioritizing staff and financial resources for project management, data collection, and design
- 3 Integration of Complete Streets design elements**  
Revising best practices and operating procedures to increase access, improve safety, and provide facilities for all people who use the road
- 4 Public engagement**  
Working with the public to balance trade-offs between traffic safety needs, regional and local priorities, and preserving neighborhood character
- 5 Performance measures**  
Measuring whether projects meet objectives through data collection and detailed, periodic evaluation
- 6 Design for all users**  
Communicating how bike lanes, road diets, and traffic calming measures can benefit all users of the road, including drivers



*Edgewater Dr, Orlando*



*Stone Way N, Seattle*

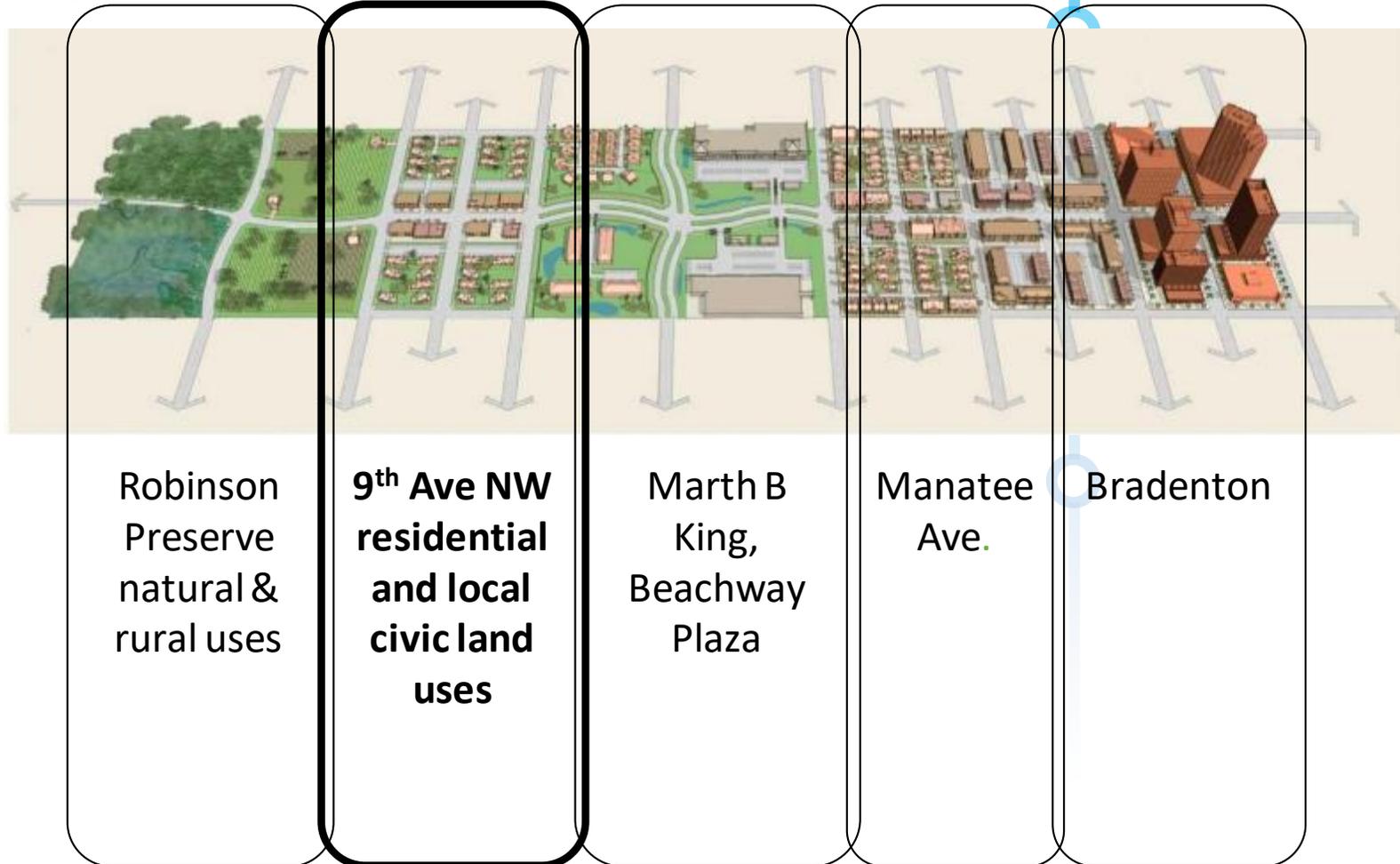
# Complete Streets: 9<sup>th</sup> Ave NW

## Functional classification: Edge Case

- Suburban Residential
- Rural Town
- Natural Areas

## Background considerations

- Local needs
- Safety improvements
- Network improvement
- Beautification and community-building



# How can we apply Complete Streets to 9<sup>th</sup> Avenue NW and what are the Proposed Concepts?

# Goals for 9<sup>th</sup> Avenue NW

- Create a safer street
- Add facilities for all users: pedestrians, bicyclists, and vehicles
- Maintain residential character
- Beautify the corridor
- Reconstruct 9<sup>th</sup> Avenue NW within the existing right-of-way

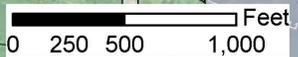
# MANATEE COUNTY 5-YEAR CRASH MAP



- Parcels
- Crash
- Parks and Preserves
- Points of Interest



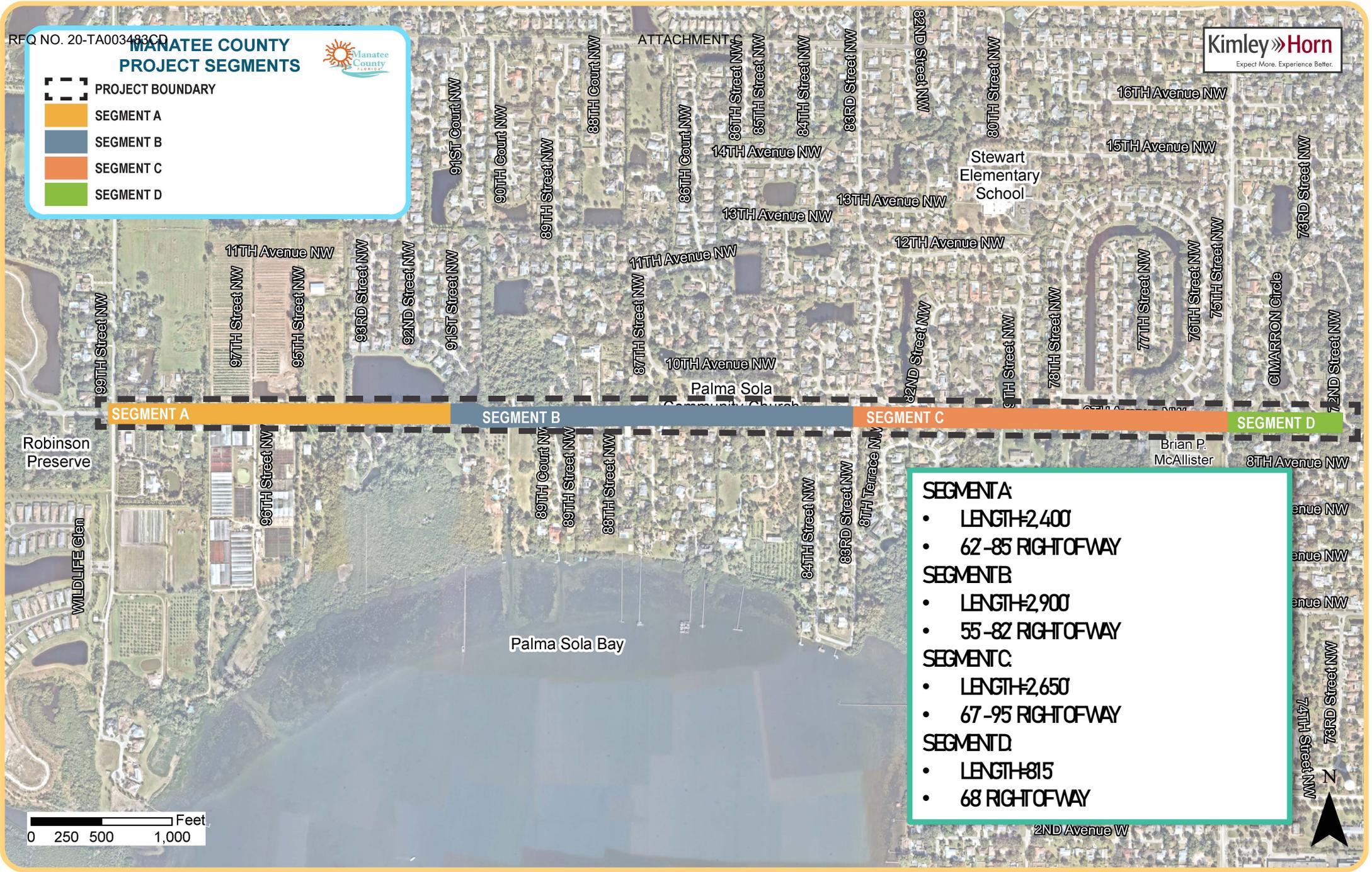
**2015-2019**  
**16 Crashes**  
**1 Fatality**



# MANATEE COUNTY PROJECT SEGMENTS



- PROJECT BOUNDARY
- SEGMENT A
- SEGMENT B
- SEGMENT C
- SEGMENT D



- SEGMENT A**
  - LENGTH=2,400
  - 62-85 RIGHT OF WAY
- SEGMENT B**
  - LENGTH=2,900
  - 55-82 RIGHT OF WAY
- SEGMENT C**
  - LENGTH=2,650
  - 67-95 RIGHT OF WAY
- SEGMENT D**
  - LENGTH=815
  - 68 RIGHT OF WAY

0 250 500 1,000 Feet



# MANATEE COUNTY SEGMENT MAP



- Parcels
- Parks and Preserves
- Points of Interest
- Right-of-Way
- Segment A
- Segment B
- Segment C
- Segment D

# ATTACHMENT C Segment A: 99<sup>th</sup> Street NW to 91<sup>st</sup> Street NW

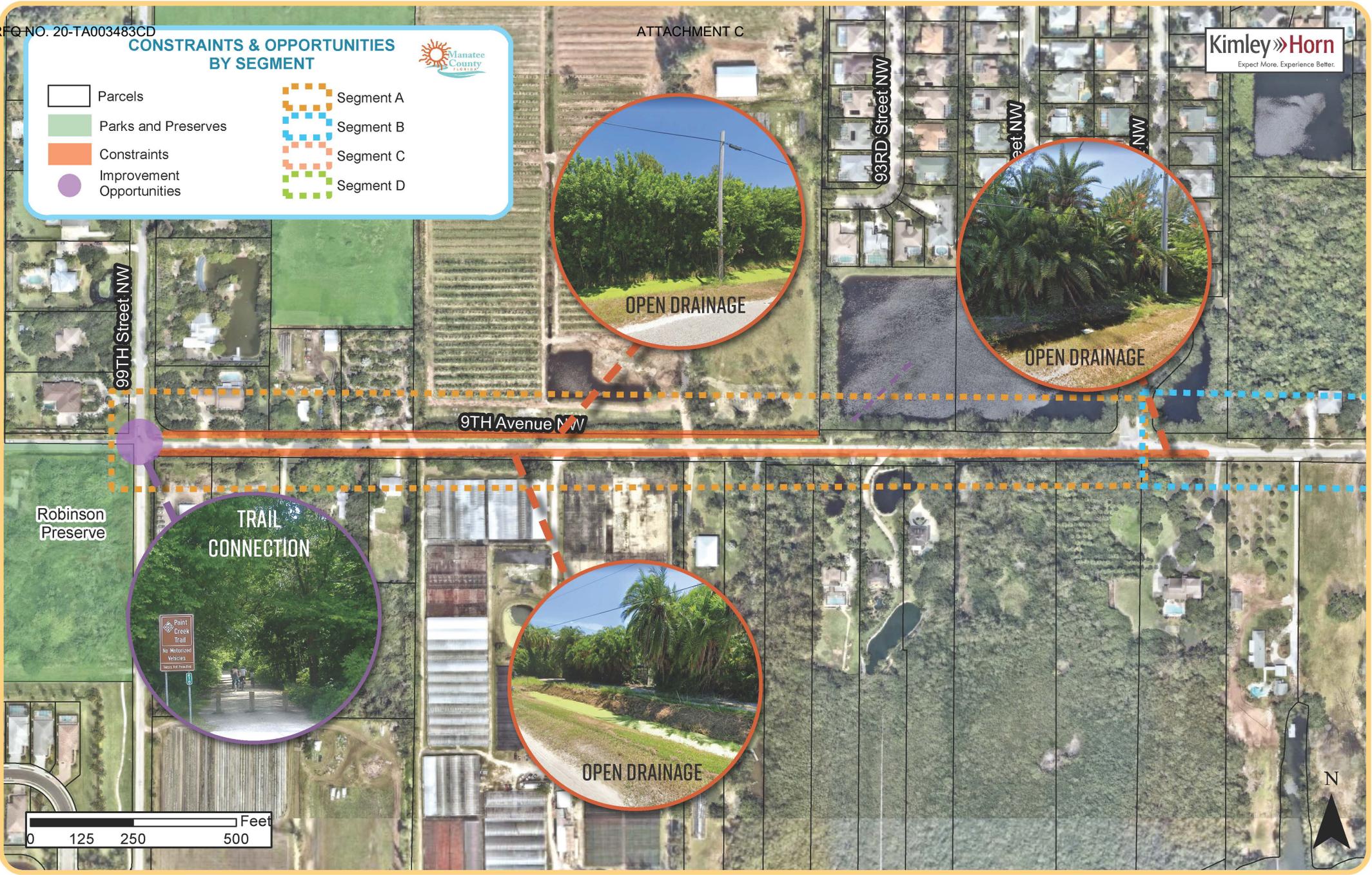


### CONSTRAINTS & OPPORTUNITIES BY SEGMENT



- Parcels
- Parks and Preserves
- Constraints
- Improvement Opportunities
- Segment A
- Segment B
- Segment C
- Segment D

ATTACHMENT C



99TH Street NW

93RD Street NW

Street NW

Street NW

9TH Avenue NW

Robinson Preserve

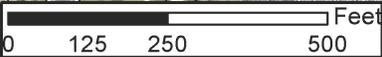
TRAIL CONNECTION

Point Creek Trail  
No Motorized Vehicles

OPEN DRAINAGE

OPEN DRAINAGE

OPEN DRAINAGE



# Segment A: Existing Conditions

- No sidewalks or dedicated bicycle facilities
- No street or pedestrian lighting (dark roadway conditions)
- 9'-10' travel lanes
- Grass shoulder and open swale drainage
- Utility Poles
- Thick vegetation along roadway



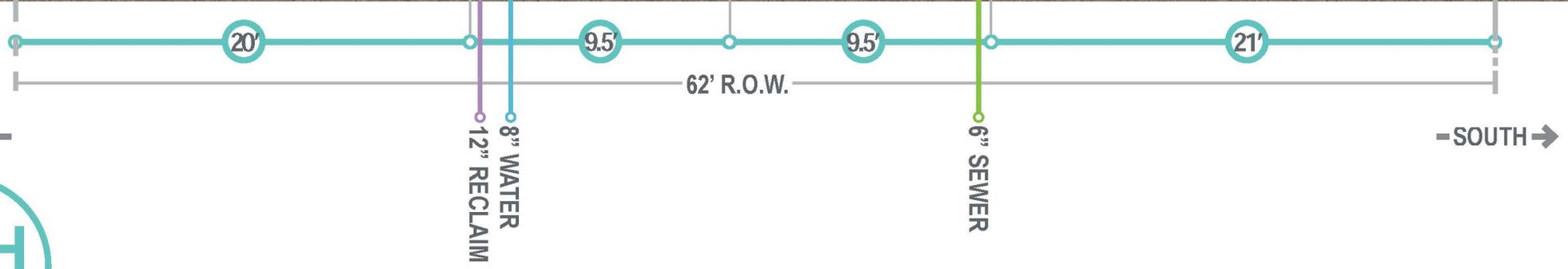
# Constraints & Challenges

- Open swale drainage
- Restricted ROW
- Utility poles

# Opportunities

- Add sidewalks/multi-use trail
- Add curb and gutter
- Floodplain mitigation
- Widen travel lanes
- Improved entry to Robinson's Preserve
- Drainage improvements

# Segment A: Existing Conditions



EXISTING  
SEGMENT A

# Segment A-1: Proposed Improvements



← NORTH →

**9TH AVENUE NW**

PROPOSED 10' LANES  
SEGMENT A

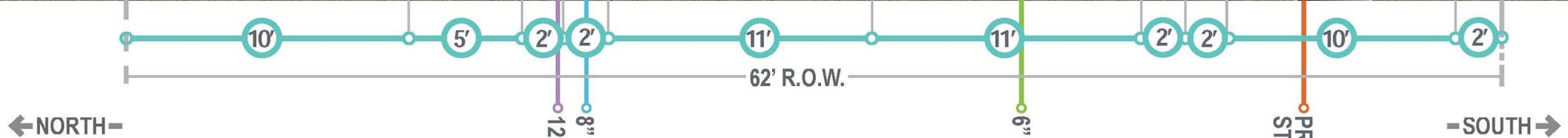
12" RECLAIM  
8" WATER

6" SEWER

PROPOSED 42" STORM PIPE

→ SOUTH →

# Segment A-2: Proposed Improvements



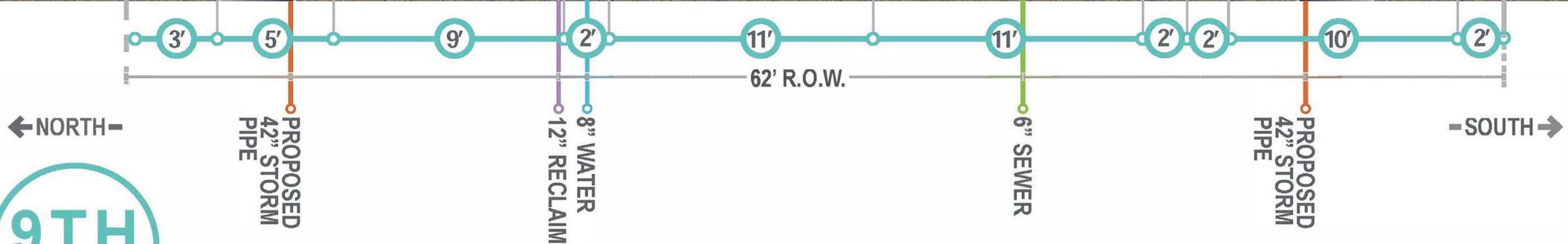
**9TH**  
AVENUE  
NW

PROPOSED 11' LANES  
SEGMENT A

Kimley»Horn



# Segment A-3: Proposed Improvements



**9TH**  
AVENUE  
NW

PROPOSED CLOSED DRAINAGE ON NORTH SIDE  
SEGMENT A

# Segment A-4: Proposed Improvements



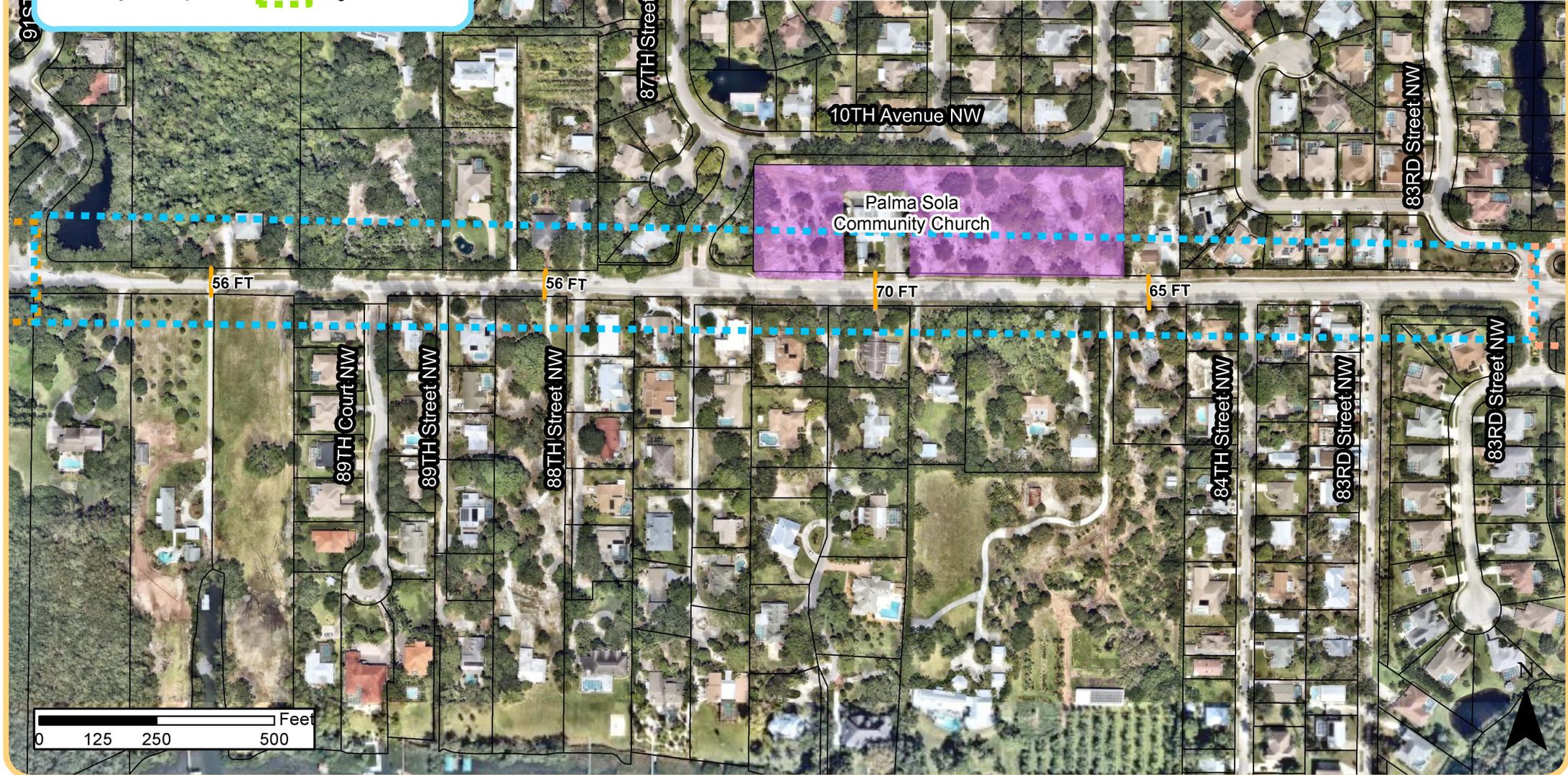
PROPOSED BOARDWALK  
SEGMENT A

# MANATEE COUNTY SEGMENT MAP



- Parcels
- Parks and Preserves
- Points of Interest
- Right-of-Way
- Segment A
- Segment B
- Segment C
- Segment D

# ATTACHMENT C Segment B: 91st Street NW to 83rd Street NW



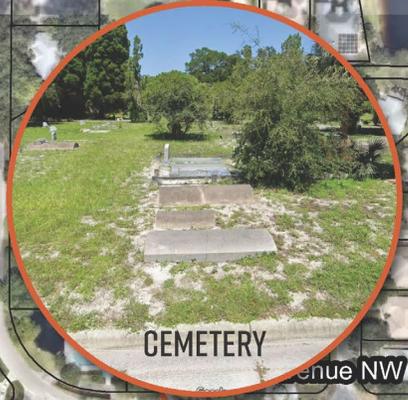
### CONSTRAINTS & OPPORTUNITIES BY SEGMENT



- Parcels
- Parks and Preserves
- Constraints
- Improvement Opportunities
- Segment A
- Segment B
- Segment C
- Segment D



ATTACHMENT C



CEMETERY



LANDSCAPING



Palma Sola Community Church



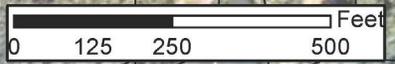
LANDSCAPING & UTILITIES



LANDSCAPING



LANDSCAPING



91ST Street NW

87TH Street NW

83RD Street NW

89TH Street NW

88TH Street NW

Street NW

83RD Street NW

83RD Street NW

# Segment B: Existing Conditions

- Sidewalk alternates between north and south side
- On-street bike lane
- 14' travel lanes
- No roadway or pedestrian lighting (dark roadway conditions)
- Historic cemetery



# Constraints & Challenges

- Historic cemetery
- Sidewalk gaps
- Utility poles
- Private landscaping in ROW
- Drainage

# Opportunities

- Fill sidewalk gaps
- Add multi-use trail and sidewalks
- Drainage improvements
- Add curb and gutter
- Lighting

# Segment B: Improvements and Concepts Reviewed

- Address straightaway
- Chicanes or pinch points for speed control
- On-street bike facilities or multi-use trail
- Landscaped medians



# Segment B: Existing Condition



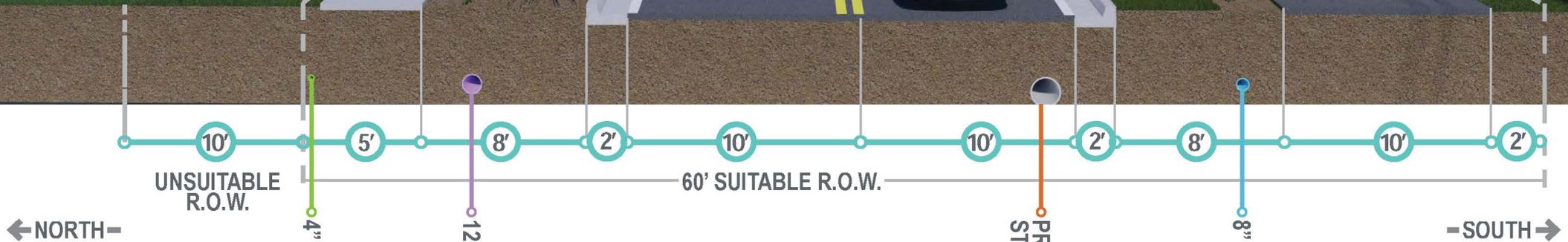
← NORTH →

→ SOUTH ←



EXISTING  
SEGMENT B

# Segment B-1: Proposed Improvements



PROPOSED 10' LANES  
SEGMENT B

# Segment B-2: Proposed Improvements



PROPOSED 11' LANES  
SEGMENT B

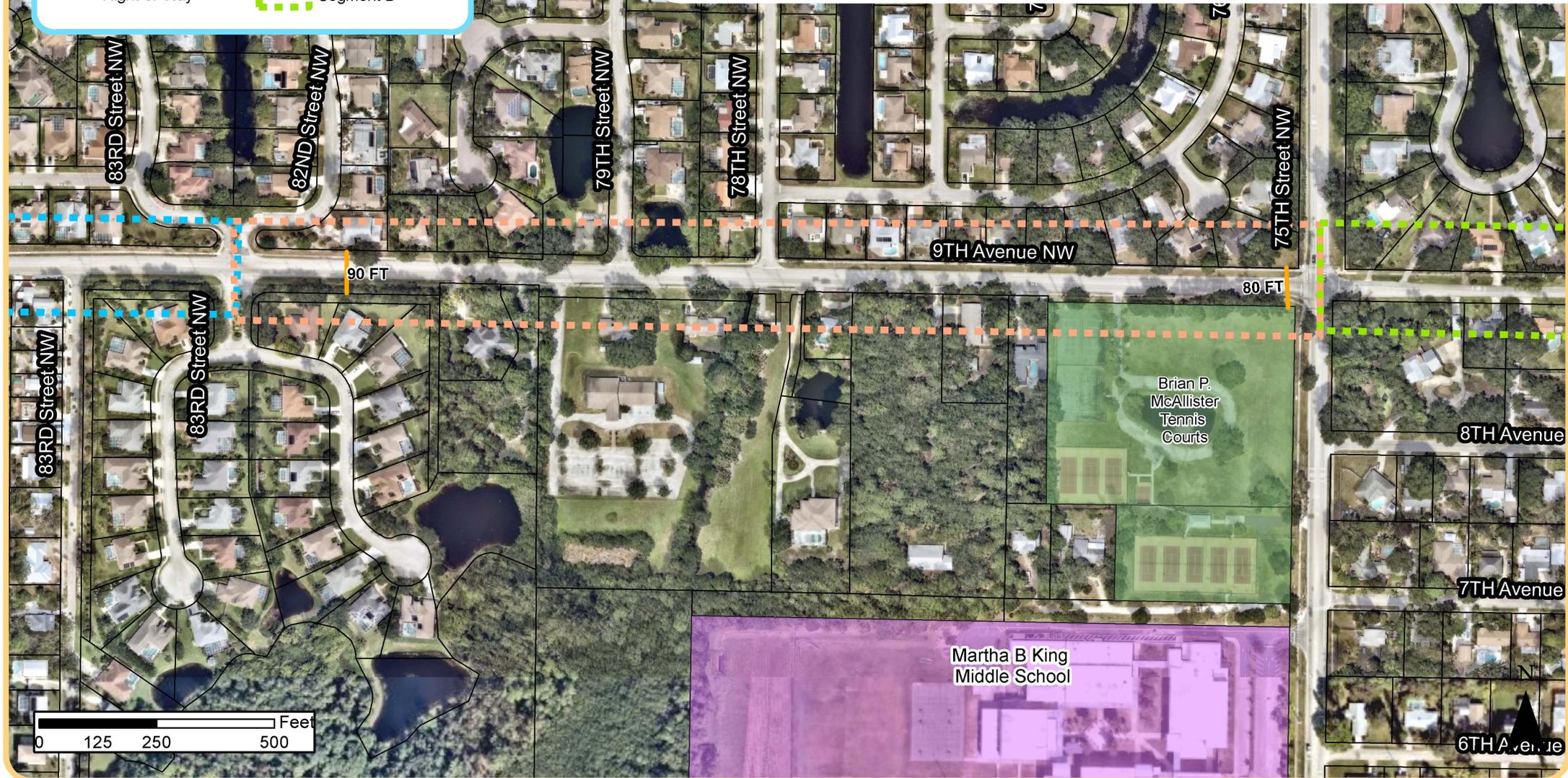
REQ. NO. 20-TA003483CD

# MANATEE COUNTY SEGMENT MAP



- Parcels
- Parks and Preserves
- Points of Interest
- Right-of-Way
- Segment A
- Segment B
- Segment C
- Segment D

# ATTACHMENT C Segment C: 83rd Street NW to 75th Street NW



### CONSTRAINTS & OPPORTUNITIES BY SEGMENT



-  Parcels
  -  Parks and Preserves
  -  Constraints
  -  Improvement Opportunities
-  Segment A
  -  Segment B
  -  Segment C
  -  Segment D



## Segment C: Existing Conditions

---

- Sidewalk on north and south of roadway
- On-street bike lane
- 14' travel lanes
- Utility poles
- No roadway or pedestrian lighting  
(dark roadway conditions)



# Constraints & Challenges

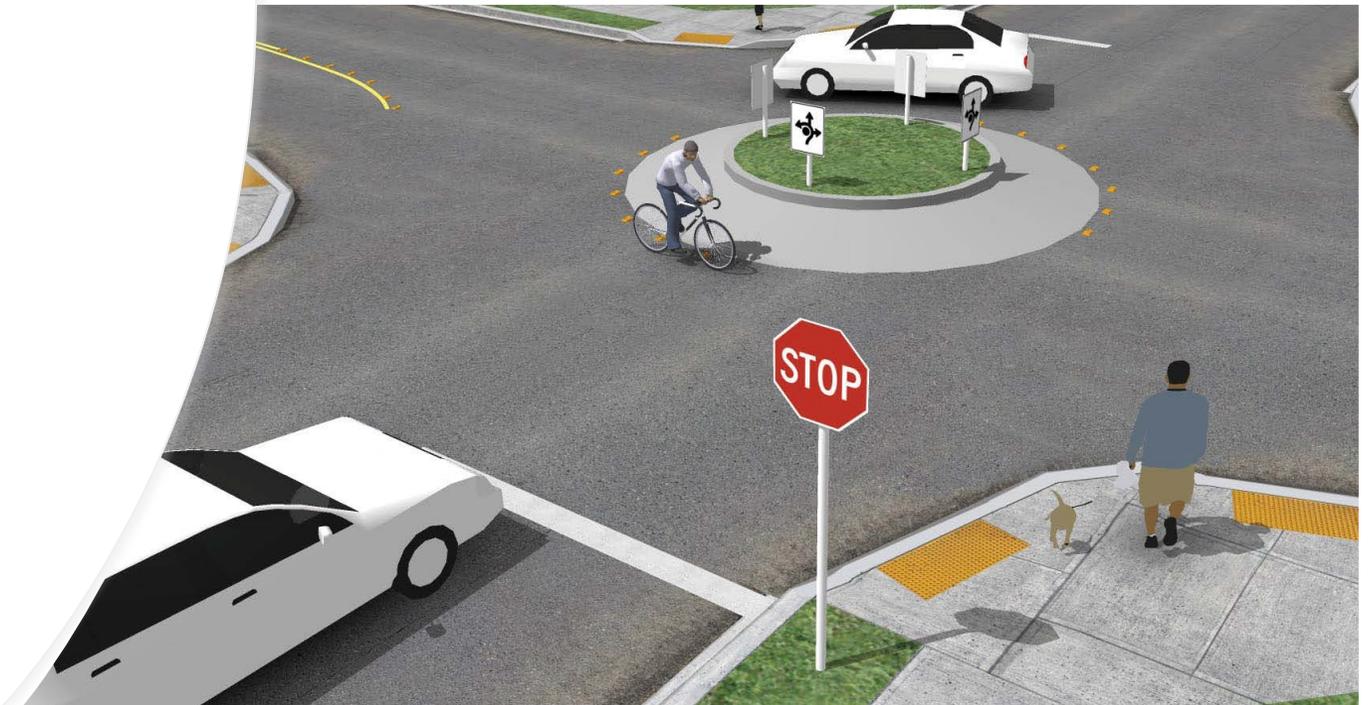
- Driveways
- High crash intersection at 75<sup>th</sup> Street NW & 9<sup>th</sup> Avenue NW

# Opportunities

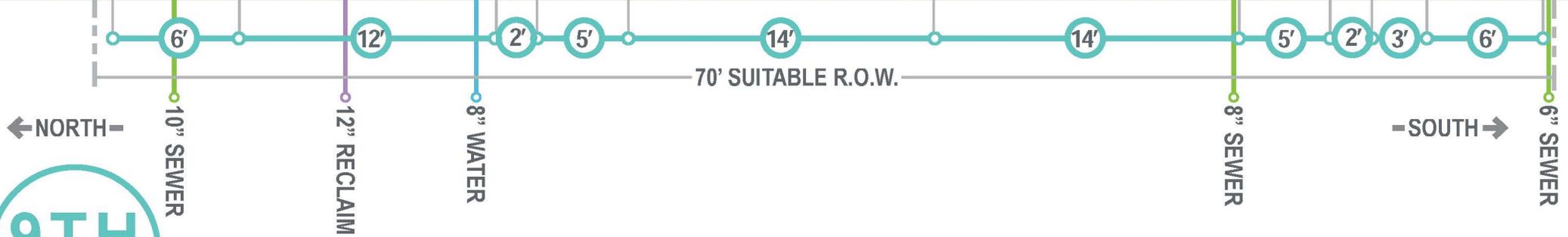
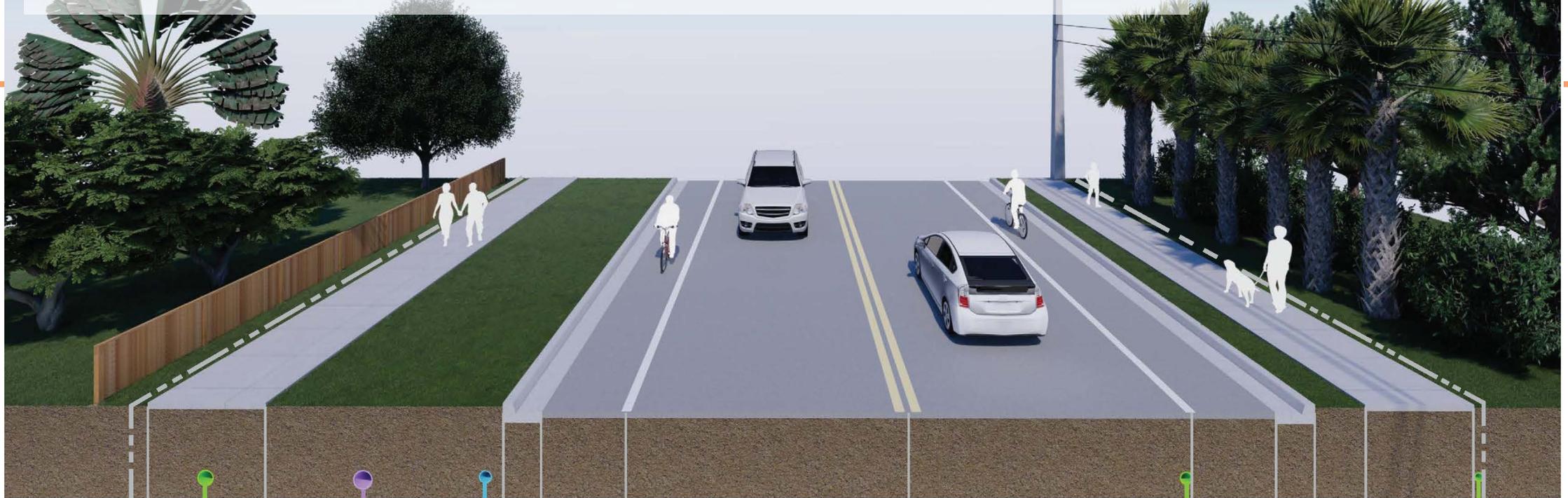
- Move curb in for trail/slow speeds
- Re-stripe to narrow lanes/expand bike lanes
- Landscaping
- Midblock crossing at 78<sup>th</sup> Street
- Improve intersection at 75<sup>th</sup> Street (crosswalks/restriping)
- Wide ROW
- Lighting

## Segment C: Improvements and Concepts Reviewed

- Roundabout at 9<sup>th</sup> Ave NW & 75<sup>th</sup> St NW
- Address straightaway
- Chicanes or pinch points
- On-street bike facilities
- Landscaped medians



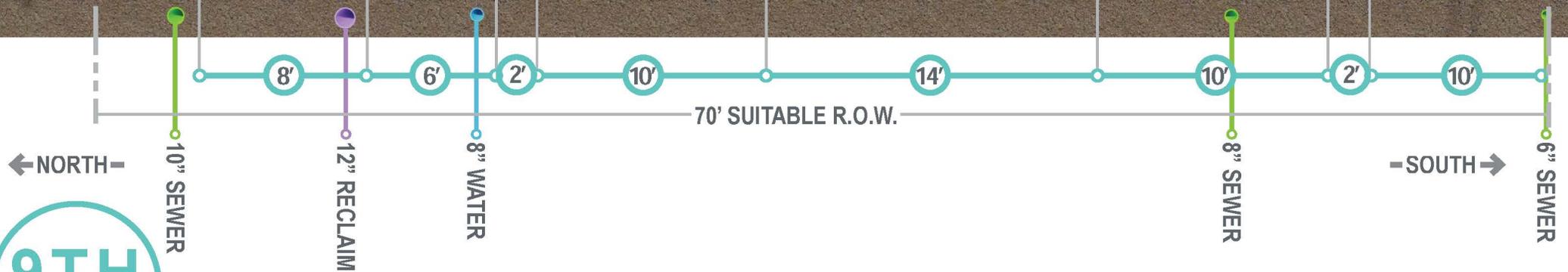
# Segment C: Existing Conditions



9TH AVENUE NW

EXISTING SEGMENT C

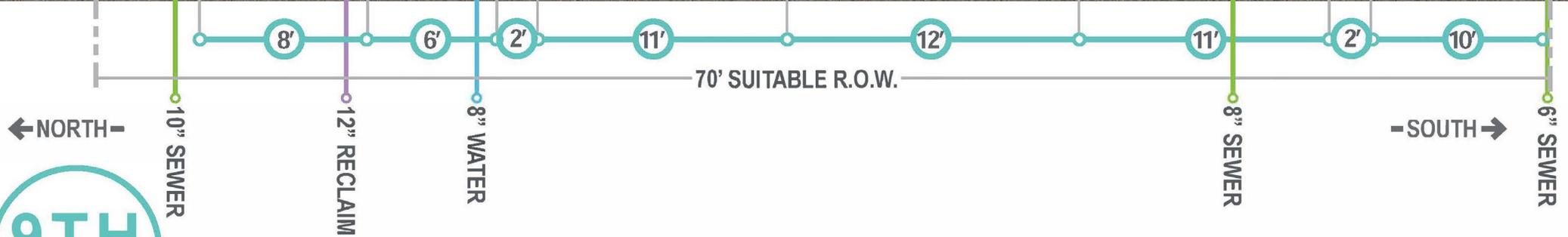
# Segment C-1: Proposed Improvements



**9TH**  
AVENUE  
NW

PROPOSED 10' LANES  
SEGMENT C

# Segment C-2: Proposed Improvements



**9TH**  
AVENUE  
NW

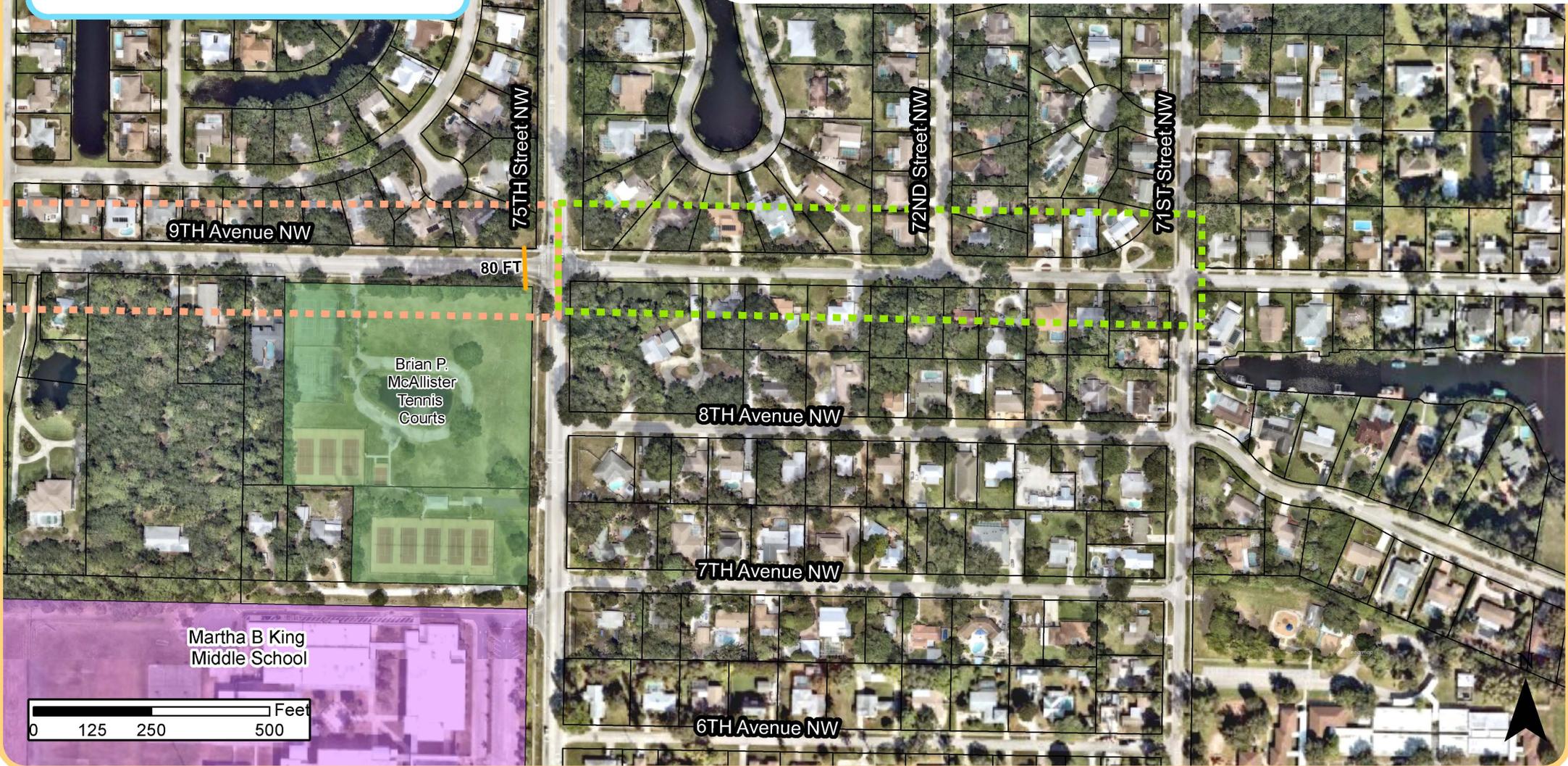
PROPOSED 11' LANES  
SEGMENT C

# MANATEE COUNTY SEGMENT MAP



- Parcels
- Parks and Preserves
- Points of Interest
- Right-of-Way
- Segment A
- Segment B
- Segment C
- Segment D

# Segment D: 75<sup>th</sup> Street NW to 71<sup>st</sup> Street NW



# Segment D: Existing Conditions

- Sidewalk on north side of roadway
- No dedicated bike facility
- No roadway or pedestrian lighting (dark roadway conditions)
- 10' travel lanes



# Constraints & Challenges:

- High crash intersection at 75<sup>th</sup> Street NW and 9<sup>th</sup> Avenue NW

# Opportunities:

- Improve sidewalk gaps
- Improve 71<sup>st</sup> Street NW intersection
- Improve crossings
- Reduce curb radii at 72<sup>nd</sup> Street NW

# Next Steps

---

- Online community survey
- Finalize improvement concepts for each segment
- Coordinate other design projects in the area in the future
- Begin engineering design of 9<sup>th</sup> Avenue NW Roadway Improvements



# 9TH AVENUE NW Conceptual Drainage Analysis

**Manatee County, Florida**

*Prepared for:*



*Prepared by:*

**Kimley-Horn and Associates, Inc.**

September 2020  
© Kimley-Horn and Associates, Inc.  
100 2nd Ave S #105  
St. Petersburg, FL 337  
(727) 547-3999

**Kimley»»Horn**

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## INTRODUCTION

Kimley-Horn and Associates, Inc. was directed to perform planning and engineering services for Manatee County associated with the 9th Avenue NW Complete Streets Concept Plan from 71st Street NW to 99th Street NW. This project includes approximately 1.5 miles and is a planning project to help define a preferred concept for a future design and construction project. The project will consider the land use context in the area and the concepts will help address the needs and desires of those living, working, and traveling on 9th Avenue NW. **Appendix A** contains a project location map.

The design and construction project scope is anticipated to reconstruct 9th Avenue NW from around 87th Street NW/88th Street NW to 99th Street NW with bicycle and pedestrian facilities, curbs, stormwater piping, stormwater ponds, and potentially wetland mitigation areas and/or flood plain. A 12' multiuse trail from 99th Street NW to 75th Street NW is anticipated. There are also drainage improvements from 83rd Street NW to 71st Street NW that are anticipated to be incorporated.

The following Pond Siting Review was prepared for the 9th Avenue NW Complete Streets Concept Plan. Several potential pond sites will be identified within the project drainage basins. The potential pond sites will be based on planning level calculations and will not substitute for a pond siting analysis.

### Basins

There are two drainage basins within project limits. The basin divide is located between 83<sup>rd</sup> Street NW and 84<sup>th</sup> Street NW. All runoff west of the basin divide flows to an existing outfall located just west of 92<sup>nd</sup> street NW, ultimately outfalling to Palma Sola Bay. All runoff east of the basin divide to 75th Street NW flows to a cross drain located at 9<sup>th</sup> Ave NW & 78th Street NW. All runoff east of 75th Street NW flows east and enters a neighborhood system. See **Appendix B** for attached Drainage Map.

### Roadway Segments

There are four proposed roadway segments located within project limits. Segments A, B, C, include roadway and pedestrian facility improvements. Segment D includes drainage improvements only. **Appendix C** includes a diagram of Roadway Segment Locations.

### Water Quantity and Quality

The proposed sidewalk and trail, located in Segments A, B, and C, are exempt from treatment requirements but may require attenuation. An increase in all other impervious area will require treatment and attenuation. Treatment and attenuation will be managed by modifying existing ponds or by proposing new ponds.

## PROPOSED IMPROVEMENTS

### Segment A:

Segment A extends from 99th Street NW to 92nd Street NW. In the existing conditions, the 62-foot right-of-way section contains an undivided two-lane crown section of roadway with 9.5-foot travel lanes and flush, unpaved shoulders. Drainage swales run on each side of the roadway, conveying runoff to an existing outfall located just west of 92<sup>nd</sup> Street NW.

The proposed conditions consist of an undivided two-lane crown section of roadway with 10-foot travel lanes. Type F curb and gutter will be introduced to this segment of roadway. A 5-foot wide sidewalk and drainage ditch is proposed on the north side of the roadway, and a 10-foot wide multiuse trail is proposed

on the south side of the roadway. A proposed drainage system roadway and offsite runoff to appropriate outfalls without creating adverse impacts See conveyance options for Segment A for alternatives.

### **Segment B:**

Segment B extends from 92nd Street NW to 82nd Street NW/83rd Street NW. In the existing conditions, the 60-foot right-of-way section contains an undivided two-lane crown section of roadway with 14-foot travel lanes, a 5-foot wide paved shoulder, and Type F curb and gutter on both sides of the roadway. The south side of the roadway contains a grass utility strip and a 5-foot wide existing sidewalk. An existing inlet and pipe systems captures roadway runoff and conveys it to the existing outfall just west to 92<sup>nd</sup> Street NW. The outfall at this location flows south to Palma Sola Bay.

The proposed conditions consist of an undivided two-lane crown section of roadway with 10-foot travel lanes and Type F curb and gutter. A 5-foot wide sidewalk and 8-foot wide landscape area is proposed on the north side of the roadway, and an 8-foot wide landscape area and 10-foot side multiuse trail is proposed on the south side of the roadway. Due to the narrowing of the lane widths, the curb line is anticipated to shift. Therefore, a new inlet and pipe system is needed to capture roadway runoff and will tie into the existing storm sewer system trunk line.

### **Segment C:**

Segment C extends from 82nd Street NW/83rd Street NW to 75th Street NW. In the existing conditions, the 70-foot right-of-way section contains an undivided two-lane crown section of roadway with 14-foot travel lanes, a 5-foot wide paved shoulder, and Type F curb and gutter on both sides of the roadway. The north side of the roadway contains a 12-foot wide grass utility strip and a 6-foot wide existing sidewalk, and the south side contains a small grass utility strip and a 6-foot wide existing sidewalk. An existing inlet and pipe systems captures roadway runoff and conveys it to the existing cross drain located at 78th Street.

The proposed conditions consist of a paved median or landscape island divided two-lane crown section of roadway with 10-foot travel lanes and Type F curb and gutter. An 8-foot wide sidewalk and 6-foot wide landscape area is proposed on the north side of the roadway, and a 10-foot side multiuse trail is proposed on the south side of the roadway. Due to the slight lane modification, the curb line is anticipated to shift slightly. Therefore, a new inlet and pipe system may be needed to capture roadway runoff and is anticipated to tie into the existing storm sewer system trunk line.

## **POND SITE INFORMATION**

Potential pond sites were evaluated for Basins 1 and 2. Factors considered include soil hydraulic conductivity, expected seasonal high water table, basin hydrology, property impacts, environmental and floodplain impacts, and conveyance distance. Potential Pond site locations are included in **Appendix D**.

### **USDA/SCS Soils Information**

Soil classification and descriptions for the project were determined using the USDA/SCS Soil Survey of Manatee County, Florida. Refer to **Appendix E**. The predominant soil types within each basin are EauGallie-EauGallie Wet Fine sand, Estero Muck, Pomello Fine sand, Duette Fine sand, and Delray-EauGallie complex.

### **Seasonal High Water Elevation**

The expected seasonal high water elevation for all pond sites was determined using a Drainage Report provided by others within the nearby vicinity. A Geotechnical Site Exploration Report, soil borings, and laboratory analysis will need to be completed by a licensed geotechnical engineer as part of the final pond

design.

### **Floodplain Information**

The project's floodplain information is based on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) data for Manatee County, Florida. The project limits are located within Zone X, areas determined to be outside the 0.2% annual chance floodplain, and within Zone AE, areas inside of the flood zone with determined base flood elevations (BFE). Refer to **Appendix F**. Additional engineering analysis will be required to address effects to floodplain including design and construction of flood compensation areas. This will be evaluated during the design phase of this project including permitting with the SWFWMD.

### **Wetland/Environmental Resource Assessment**

An environmental resource assessment will need to be performed during the design phase. Wetland impacts and potential environmental issues may affect drainage pond siting and should be identified during the assessment.

### **Cultural Resource Assessment Information**

A cultural resource assessment should be performed during the design phase to determine achar logical sites, historic structures, and historic cemetery. A cemetery is located on the north side of the project just east of 87<sup>th</sup> Street NW.

### **Site Selection Considerations**

Florida Department of Transportation pond site selection criteria was used during the Pond Siting Review to identify viable pond sites. The FDOT "Drainage Design Guide," dated January 2019, lists the following considerations:

1. Use existing FDOT properties or other state-owned property, if feasible.
2. Minimize the number of parcels required. For example, avoid using part of two parcels when the pond will fit within one parcel.
3. Generally, property owners prefer ponds toward the rear of their property. For parcels that abut the roadway right-of-way, the portion of the parcel next to the road usually is the most expensive.
4. Avoid splitting a parcel, thus creating two independent parcel remainders.
5. Consider the parcels identified by the right-of-way office. Even if a parcel is not large enough to provide all the stormwater management, it may be large enough to provide the treatment for stormwater quality. Or it could replace treatment and attenuation for parcels adjacent to the road that will have their ponds removed because of the road improvements.
6. Avoid wetlands.
7. Avoid archeological sites and historic structures listed on or eligible for listing on the National Register of Historic Places.
8. Consider a joint use facility (on the FDOT and another entity share) as an alternate, if one is feasible.
9. Generally, do not consider an option that requires water quality monitoring. Historically, this has been very expensive.
10. Stormwater treatment systems must be at least 30 meters (100 feet) from any public water supply well. (Chapter 62-555, F.A.C.).
11. Locations with billboards are usually expensive.
12. Locations with mature, attractive trees that will fit into the pond design increase the aesthetic value of the pond site.

## POND DESIGN CRITERIA

The proposed project is within the jurisdiction of the Southwest Florida Water Management District (SWFWMD). Following SWFWMD guidelines for open basins, the critical event to be used is the and 25-year-24-hour design storms. The 25-year, 24-hour event constitutes a rainfall depth of 8.90 inches. The stormwater will be attenuated using the 25-year, 24-hour event by stormwater ponds.

Each pond site area was calculated with the following minimal physical criteria:

1. Pond locations were chosen based upon existing elevations and the ability of the proposed basin to drain via curb and gutter and stormwater conduit.
2. Interior pond slopes shall have a minimum slope ratio of 4:1.
3. Each site includes area for back slopes and fencing.
4. When pond areas are not accessible directly from the road right-of-way, an access easement shall be provided.

## POND ALTERNATIVES

### *Basin 1*

Basin 1 extends from 99<sup>th</sup> Street NW to just west of 84<sup>th</sup> Street. This basin contains roadway improvements associated with all of Segment A and a majority of Segment B.

The following table compares the impervious and pervious area in the existing and proposed conditions within Basin 1.

*Table 1: Basin 1 Comparison*

|  | Basin 1       |               |
|--|---------------|---------------|
|  | Existing (AC) | Proposed (AC) |
| <i>Vehicular (Roadway, Driveways, Curb &amp; Gutter)</i> | 3.85          | 3.20          |
| <i>Non-Vehicular (Trail and Sidewalk)</i>                | 0.22          | 1.56          |
| <b>Impervious Area Total</b>                             | 4.07          | 4.76          |
| <b>Pervious Area Total</b>                               | 4.40          | 3.71          |
| <b>Area Total</b>  | 8.47          | 8.47          |

As seen above, there is less vehicular use area in the proposed conditions. This is due to narrowing lane widths and reducing shoulder width in Segment B. This reduction in pollutant loading could compensate for widening lane widths and introduction of curb and gutter in Segment A. Therefore, no treatment is expected for Basin 1.

However, there is an increase in overall impervious area in the proposed conditions due to the non-vehicular use area increase of proposed multiuse trail and sidewalk. This increase in impervious area will require attenuation to avoid impacts downstream. The additional impervious area creates a net runoff increase of 0.156 acre-feet.

## Pond Side Alternative A

### Robinson Preserve Park (Modify Existing Pond)

The Robinson Preserve Park has a pond located at the northeast side of the parcel that has available storage. The design calculations are included in **Appendix G1**.

*Table 2: Robinson Preserve Park Pond Site Summary*

| Parcel ID  | Owner*         | Acreage |
|------------|----------------|---------|
| 7309000059 | Manatee County | N/A     |

\*Parcel Information is per the Manatee County Property Appraiser

## Pond Site Alternative B

### Tides End

Previously a tree farm, Tides End has a pond located on the southwest corner of the site. Additional storage would need to be added to the pond. A drainage easement and pipe system would be required to tie into the pond. The design calculations are included in **Appendix G2**.

*Table 3: Tides End Pond Site Summary*

| Parcel ID  | Owner*                             | Acreage |
|------------|------------------------------------|---------|
| 7315502259 | Tides End Neighborhood Association | 5.08    |

\*Parcel Information is per the Manatee County Property Appraiser

## Pond Site Alternative C

### Orban's Nursery

Orban's Nursery has a pond located near the center of the parcel. A drainage easement and pipe system would be required to tie into the pond. More information is needed to determine if the pond has available storage.

*Table 4: Orban's Nursery Pond Site Summary*

| Parcel ID  | Owner*   | Acreage |
|------------|--|---------|
| 7332300008 | Orban, Balazs M Revocable Living Trust DTD 10/6/03 | 28.40   |

\*Parcel Information is per the Manatee County Property Appraiser

## Pond Site Alternative D

### Robinson Preserve Park (Proposed Pond)

An area within Robinson Preserve was identified as a potential pond site. The design calculations are included in **Appendix G3**.

*Table 5: Manatee County Parcel Pond Site Summary*

| Parcel ID  | Owner*         | Acreage |
|------------|----------------|---------|
| 7309000059 | Manatee County | N/A     |

\*Parcel Information is per the Manatee County Property Appraiser

## Pond Site Alternative E

### Hawthorn Park (Modify Existing Pond)

A pond located within Hawthorn Park could be used for storage. Using available information from the SWFWMD Permit #11302.002, the pond has the potential to attenuate the proposed added impervious areas. A drainage easement would be required to use this pond. The design calculations are included in **Appendix G4**.

Table 6: Hawthorn Park Parcel Pond Site Summary

| Parcel ID  | Owner*                                  | Acreage |
|------------|---|---------|
| 7317701154 | Hawthorn Park Community Association Inc | 3.07    |
| 7317602600 | Hawthorn Park Community Association Inc | 3.43    |

\*Parcel Information is per the Manatee County Property Appraiser

### Basin 2

Basin 2 extends from just east of 84<sup>th</sup> Street NW to 75<sup>th</sup> Street NW. This basin contains roadway improvements associated with a portion of Segment B and all of Segment C.

The following table compares the impervious and pervious area in the existing and proposed conditions within Basin 2.

Table 7: Basin 2 Comparison

|  | Basin 2       |               |
|--|---------------|---------------|
|  | Existing (AC) | Proposed (AC) |
| <i>Vehicular (Roadway, Driveways, Curb &amp; Gutter)</i> | 3.21          | 2.39          |
| <i>Non-Vehicular (Trail and Sidewalk)</i>                | 0.58          | 0.97          |
| <b>Impervious Area Total</b>                             | 3.79          | 3.36          |
| <b>Pervious Area Total</b>                               | 2.06          | 2.49          |
| <b>Area Total</b>  | 5.85          | 5.85          |

As seen above, there is an overall net decrease in impervious area due to the narrowing of lane widths and reduction in shoulder width in Segment B and the slight reduction of lane widths and the introduction of landscape medians in Segment C. This basin does not require treatment or attenuation for proposed improvements.

## SEGMENT A CONVEYANCE OPTIONS

Due to conveyance impacts from the segment A roadway design, three options were identified for conveyance along segment A:

- Option 1 uses the remaining ditch storage on the north side of the project corridor and a large pipe system on the south side of the project.
- Option 2 adds additional storage to the ditch on the north side (proposed right of way needed) avoiding a large pipe system. A curb and gutter system would be used on both sides of the road. A curb inlet and pipe system would be used to convey the runoff to the ditch along the north side of the road.
- Option 3 consists of impacting the existing open drainage system and replacing it with two large

poes along both sides of the road. This option would avoid an open system by using curb inlet and pipe system to convey the runoff. Curb and gutter would be used on both sides of the road. Since a pipe system would replace the existing ditch system, this option would require right of way acquisition to provide storage

*Table 8: Segment a conveyance Comparison Matrix*

|                                | Segment A Conveyance Options Comparison Matix |            |            |
|--------------------------------|---|------------|------------|
|                                | Option 1                                      | Option 2   | Option 3   |
| <b>Construction Cost</b>       | \$ 402,000                                    | \$ 301,200 | \$ 856,800 |
| <b>R/W Cost</b>                | N/A   | \$ 135,000 | \$ 397,000 |
| <b>Pedestrian Safety</b>       | Medium  | High       | Medium     |
| <b>Maintenance</b>             | Medium  | Medium     | High       |
| <b>Environmental Impacts</b>   | Medium  | Medium     | Medium     |
| <b>Fema Floodplain Impacts</b> | Medium  | Medium     | Medium     |
| <b>Utility Impacts</b>         | Medium  | Low        | Medium     |

## FLOODING REPORTS

Flooding issues along 9<sup>th</sup> Avenue have been reported by the County. The list below summarizes those reports:

- At 99<sup>th</sup> Street and 9<sup>th</sup> Avenue, there is standing water along 99<sup>th</sup> Street, upstream to 9<sup>th</sup> Avenue.
- About 1800 feet east of 99<sup>th</sup> Street along 9<sup>th</sup> avenue, overtopping occurs.
- Overtopping also occurs at 78<sup>th</sup> Street
- Flooding areas:
  - Just south of the project along 89<sup>th</sup> Street
  - Between 88<sup>th</sup> Street and 87<sup>th</sup> Street along 9<sup>th</sup> avenue

These flooding reports have not been accounted for in this review.

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# APPENDICES

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# APPENDIX A

## Project Location Map

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ATTACHMENT D

17TH AVE NW

Begin Project

End Project

99TH ST NW

75TH ST NW

**Legend**  
Project Limits

PALMASOLABAY



# LOCATION MAP

FIGURE  
1



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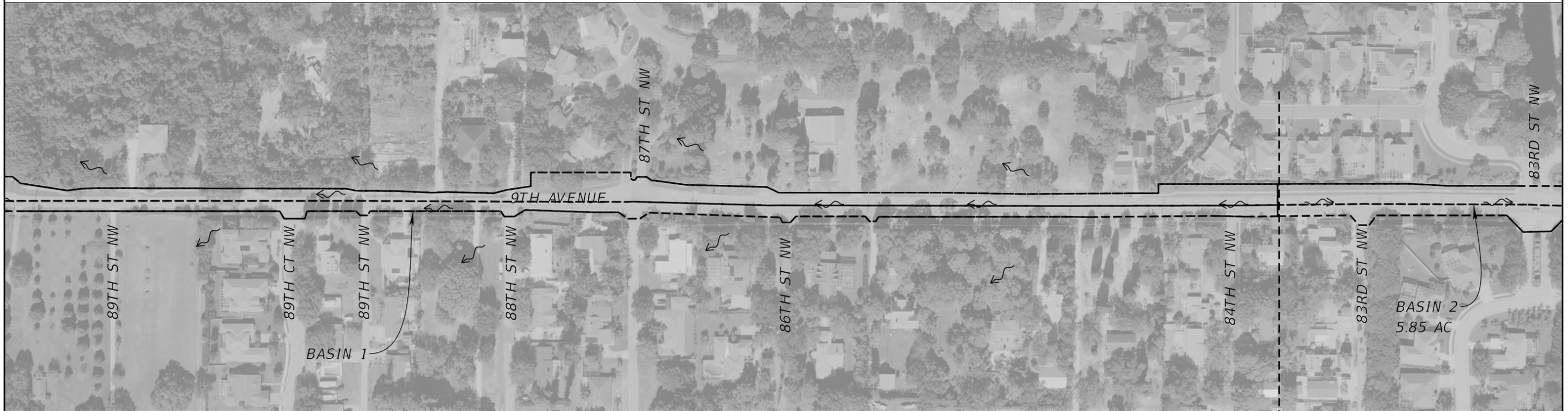
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# APPENDIX B

## Drainage Map

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| REVISIONS |             |      |             |
|-----------|-------------|------|-------------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION |
|           |             |      |             |

# 9TH AVENUE DRAINAGE MAP

SHEET NO.

1



| REVISIONS |             |      |             |
|-----------|-------------|------|-------------|
| DATE      | DESCRIPTION | DATE | DESCRIPTION |
|           |             |      |             |

# 9TH AVENUE DRAINAGE MAP

SHEET NO.  
2



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# APPENDIX C

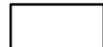
## Roadway Segment Locations

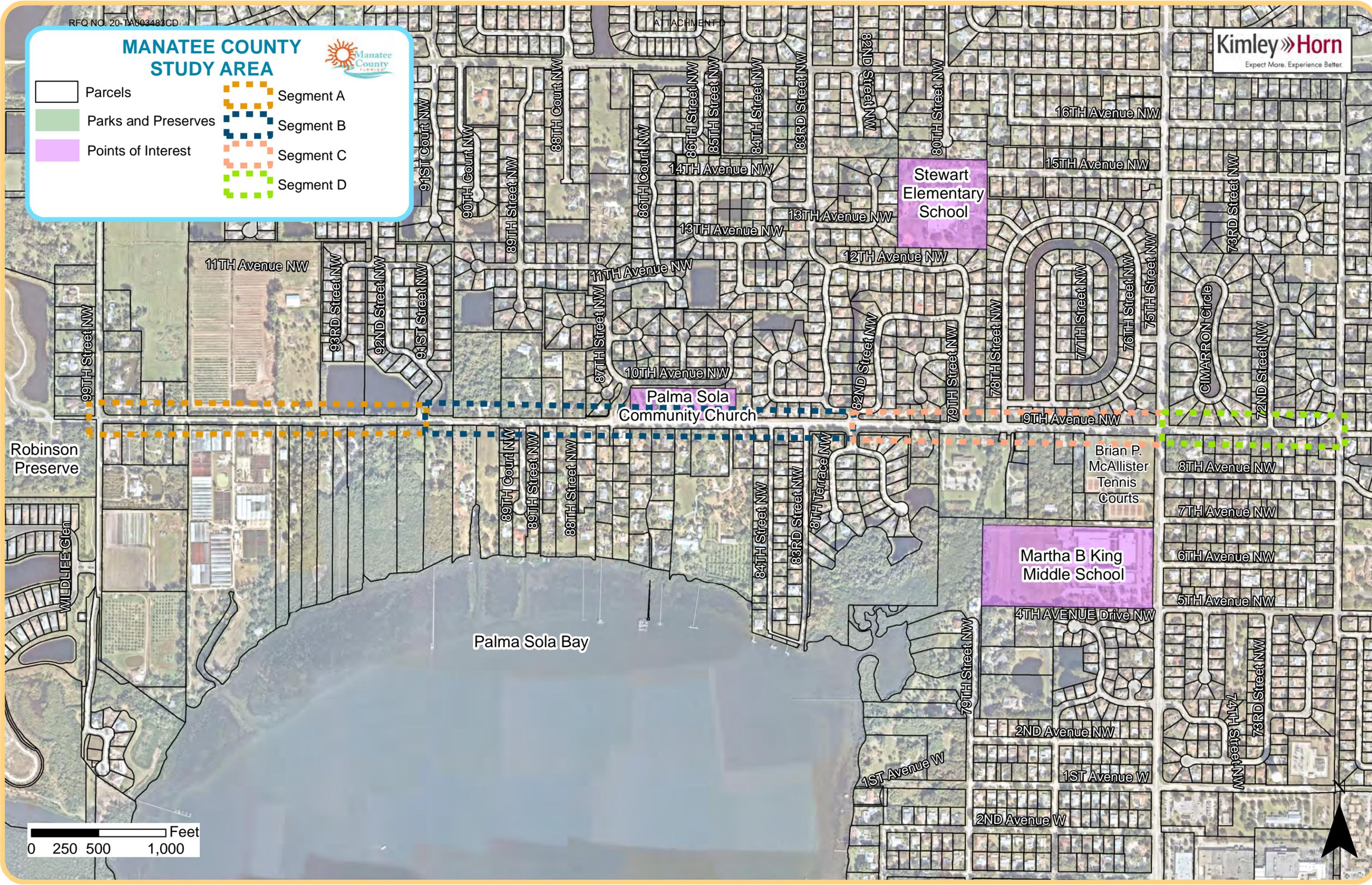
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# MANATEE COUNTY STUDY AREA



-  Parcels
-  Parks and Preserves
-  Points of Interest
-  Segment A
-  Segment B
-  Segment C
-  Segment D



Robison Preserve

WILDLIFE GLen

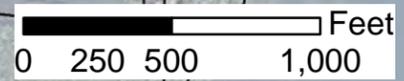
Palma Sola Bay

Stewart Elementary School

Palma Sola Community Church

Martha B King Middle School

Brian P. McAllister Tennis Courts





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# APPENDIX D

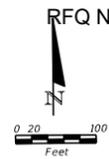
## Potential Pond Sites

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# LEGEND

 POND ALTERNATIVES



## Kimley»Horn

1823 Fort King Street- Suite 200  
Ocala, Florida 34471  
Phone: (352) 438-3000

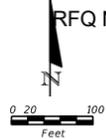
POND LOCATION MAP

# ALTERNATIVE A

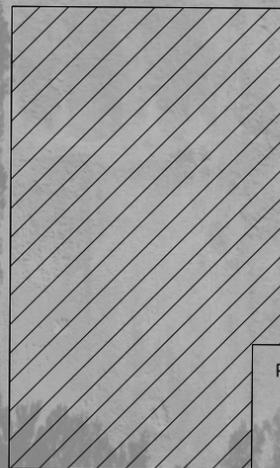
9TH AVENUE

MANATEE COUNTY

JULY 2020



POND ALTERNATIVES



POND B

99TH ST.

9TH AVE. NW

9TH AVE. NW

**Kimley»Horn**

1823 Fort King Street- Suite 200  
Ocala, Florida 34471  
Phone: (352) 438-3000

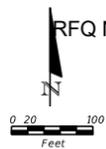
POND LOCATION MAP

**ALTERNATIVE B**

9TH AVENUE

MANATEE COUNTY

JULY 2019



**Kimley»Horn**

1823 Fort King Street- Suite 200  
Ocala, Florida 34471  
Phone: (352) 438-3000

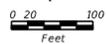
POND LOCATION MAP

**ALTERNATIVE C**

9TH AVENUE

MANATEE COUNTY

JULY 2019



POND ALTERNATIVES



POND D

**Kimley»Horn**

1823 Fort King Street- Suite 200  
Ocala, Florida 34471  
Phone: (352) 438-3000

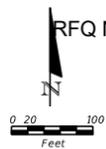
POND LOCATION MAP

**ALTERNATIVE D**

9TH AVENUE

MANATEE COUNTY

SEPTEMBER 2020



**Kimley»Horn**

1823 Fort King Street- Suite 200  
Ocala, Florida 34471  
Phone: (352) 438-3000

POND LOCATION MAP

**ALTERNATIVE E**

9TH AVENUE

MANATEE COUNTY

JULY 2019



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# APPENDIX E

## Soil Classification Map

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99TH ST NW

Begin Project

End Project



**Legend**

— Project Limits

**Soil**

- 7 - Canova, Anclote, and Okeelanta Soils
- 42 - Pomello Fine sand
- 39 - Parkwood Variant-chobee
- 37 - Orsino Fine sand
- 26 - Floridana-Immokalee-Okeelanta association
- 21 - Estero Muck, tidal
- 20 - EauGallie-EauGallie Wet Fine sand
- 19 - Duette Fine sand
- 17 - Delray-EauGallie complex

PALMASOLABAY

75TH ST NW



# SOIL MAP

FIGURE

2



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# APPENDIX F

## FEMA Flood Map

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99TH ST NW

Begin Project

End Project

**Legend**

- Project Limits
- Zone**
- A
- AE
- VE
- X

PALMA SOLA BAY

75TH ST NW



# SOIL MAP

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# APPENDIX G

## Pond Design Calculations

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# APPENDIX G1

## Basin 1 - Alternative A Calculations

### Robinson Preserve Park (Modify Existing Pond)

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|                                  |               |                          |
|----------------------------------|---------------|--------------------------|
| <b>PROJECT NAME:</b>             | 9th Ave       | Kimley Horn & Associates |
| <b>BASIN DESIGNATION:</b>        | Alternative A |                          |
| <b>BASIN ANALYSIS (PRE/POST)</b> | Pre           |                          |

**BASIN RUNOFF CURVE NUMBER WORKSHEET**

| LAND-USE DESCRIPTION                             | SOIL GROUP | CN | AREA (ac)     | PRODUCT |         |
|--|------------|----|---------------|---------|---------|
| Onsite Flow Areas                                |            |    |               |         |         |
| Open space - (Fair)                              | D          | 80 | 4.40          | 352.00  |         |
| Impervious (Vehicular Use)                       | D          | 98 | 3.85          | 377.21  |         |
| Impervious (Non-Vehicular Use)                   | D          | 98 | 0.22          | 21.64   |         |
| Impervious (from exist. Robinson Preserve Calcs) | D          | 98 | 7.99          | 783.02  |         |
| Open Space (from Robinson Preserve Calcs)        | D          | 73 | 8.53          | 622.69  |         |
|  |            |    | <b>TOTALS</b> | 24.99   | 2156.56 |

D = Pomona Fine Sand  
 Areas Measured in Microstation

|                       |      |
|-----------------------|------|
| <b>COMPOSITE CN =</b> | 86.3 |
|-----------------------|------|

**ESTIMATE OF RUNOFF VOLUME - 25YR/24HR**

|    |   |               |                    |
|----|---|---------------|--------------------|
| 1) | <b>DETERMINE SOIL STORAGE - S</b><br>$S = (1000/CN) - 10$   | <b>S =</b>    | <b>1.59 in</b>     |
| 2) | <b>DETERMINE RUNOFF - R</b><br>$R = (P - 0.2 * S)^2 / (P + 0.8 * S)$<br>Where P = Precipitation = <b>8.9 inches for 25yr/24hr storm event</b> | <b>R =</b>    | <b>7.24 in</b>     |
| 3) | <b>DETERMINE RUNOFF VOLUME - V(R)</b><br>$V(R) = R / 12 * AREA =$   | <b>V(R) =</b> | <b>15.08 ac-ft</b> |

|                                  |               |
|----------------------------------|---------------|
| <b>PROJECT NAME:</b>             | 9th Ave       |
| <b>BASIN DESIGNATION:</b>        | Alternative A |
| <b>BASIN ANALYSIS (PRE/POST)</b> | Post          |

### BASIN RUNOFF CURVE NUMBER WORKSHEET

| LAND-USE DESCRIPTION                       | SOIL GROUP | CN | AREA (ac)     | PRODUCT |
|--|------------|----|---------------|---------|
| Onsite Flow Areas                          |            |    |               |         |
| Open space - (Fair)                        | D          | 80 | 3.71          | 296.58  |
| Impervious (Vehicular Use)                 | D          | 98 | 3.20          | 314.02  |
| Impervious (Non-Vehicular Use)             | D          | 98 | 1.56          | 152.85  |
| Impervious (from exist. Robinson Preserve) | D          | 98 | 7.99          | 783.02  |
| Open Space (from Robinson Preserve Calcs)  | D          | 73 | 8.53          | 622.69  |
|  |            |    | <b>TOTALS</b> | 2169.15 |
|  |            |    | 24.99         | 2169.15 |

D = Pomona Fine Sand

Areas Measured in Microstation

|                       |      |
|-----------------------|------|
| <b>COMPOSITE CN =</b> | 86.8 |
|-----------------------|------|

### ESTIMATE OF RUNOFF VOLUME - 25YR/24HR

|    |  |               |             |
|----|--|---------------|-------------|
| 1) | <b>DETERMINE SOIL STORAGE - S</b><br>$S = (1000/CN) - 10$  | <b>S =</b>    | 1.52 in     |
| 2) | <b>DETERMINE RUNOFF - R</b><br>$R = (P - 0.2 \cdot S)^2 / (P + 0.8 \cdot S)$<br>Where P=Precipitation = 8.9 inches for 25yr/24hr storm event | <b>R =</b>    | 7.30 in     |
| 3) | <b>DETERMINE RUNOFF VOLUME - V(R)</b><br>$V(R) = R/12 \cdot \text{AREA}$   | <b>V(R) =</b> | 15.21 ac-ft |

### ADDITIONAL STORAGE VOLUME NEEDED FOR POND

|                             |                                   |            |
|-----------------------------|-----------------------------------|------------|
| <b>DIFFERENCE IN VOLUME</b> | <b><math>\Delta V(R) =</math></b> | 0.13 ac-ft |
|                             | <b>20% Cont. =</b>                | 0.16 ac-ft |

|                           |               |                          |
|---------------------------|---------------|--------------------------|
| <b>PROJECT NAME:</b>      | 9th Ave       | Kimley Horn & Associates |
| <b>BASIN DESIGNATION:</b> | Alternative A |                          |

### STAGE STORAGE CALCULATIONS

|               | ELEV. | AREA (AC) | AVG AREA (AC) | DELTA (FT) | DELTA STORAGE (AC-FT) | SUM STORAGE (AC-FT) |
|---------------|-------|-----------|---------------|------------|-----------------------|---------------------|
| Berm          | 4.00  | 7.00      |               |            |                       | 24.71               |
|               |       |           | 6.83          | 1.00       | 6.83                  |                     |
|               | 3.00  | 6.65      |               |            |                       | 17.88               |
| DHW @ EL 2.53 |       |           | 6.48          | 0.47       | 3.05                  |                     |
|               | 2.53  | 6.30      |               |            |                       | 14.84               |
|               |       |           | 6.29          | 1.03       | 6.48                  |                     |
| NWL           |       |           | 6.22          | 0.20       | 1.24                  |                     |
|               | 1.30  | 6.16      |               |            |                       | 7.11                |
|               |       |           | 5.88          | 0.30       | 1.76                  |                     |
| Bottom        |       |           | 5.35          | 1.00       | 5.35                  |                     |
|               | 0.00  | 5.09      |               |            |                       | -                   |

|                                    |   |
|------------------------------------|---|
| <b>Additional Storage Required</b> | <b>0.16 ac-ft</b>                             |
| <b>Existing Storage Available</b>  | <b>3.05 ac-ft (between El. 2.53 and 3.00)</b> |

\*available storage is greater than storage need



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**APPENDIX G2**  
**Basin 1 - Alternative B Calculations**  
**Tides End**

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|                                  |               |                          |
|----------------------------------|---------------|--------------------------|
| <b>PROJECT NAME:</b>             | 9th Ave       | Kimley Horn & Associates |
| <b>BASIN DESIGNATION:</b>        | Alternative B |                          |
| <b>BASIN ANALYSIS (PRE/POST)</b> | Pre           |                          |

**BASIN RUNOFF CURVE NUMBER WORKSHEET**

| LAND-USE DESCRIPTION           | SOIL GROUP | CN | AREA (ac)     | PRODUCT            |
|--------------------------------|------------|----|---------------|--------------------|
| Onsite Flow Areas              |            |    |               |                    |
| Open space - (Fair)            | D          | 80 | 4.40          | 352.00             |
| Impervious (Vehicular Use)     | D          | 98 | 3.85          | 377.21             |
| Impervious (Non-Vehicular Use) | D          | 98 | 0.22          | 21.64              |
|                                |            |    | <b>TOTALS</b> | <b>750.8491336</b> |

D = Pomona Fine Sand  
 Areas Measured in Microstation

|                       |             |
|-----------------------|-------------|
| <b>COMPOSITE CN =</b> | <b>88.6</b> |
|-----------------------|-------------|

**ESTIMATE OF RUNOFF VOLUME - 25YR/24HR**

|    |  |               |                   |
|----|--|---------------|-------------------|
| 1) | <b>DETERMINE SOIL STORAGE - S</b><br>$S = (1000/CN) - 10$  | <b>S =</b>    | <b>1.29 in</b>    |
| 2) | <b>DETERMINE RUNOFF - R</b><br>$R = (P - 0.2 * S)^2 / (P + 0.8 * S)$<br>Where P = Precipitation = 8.9 inches for 25yr/24hr storm event | <b>R =</b>    | <b>7.52 in</b>    |
| 3) | <b>DETERMINE RUNOFF VOLUME - V(R)</b><br>$V(R) = R / 12 * AREA =$  | <b>V(R) =</b> | <b>5.31 ac-ft</b> |

|                           |               |                          |
|---------------------------|---------------|--------------------------|
| PROJECT NAME:             | 9th Ave       | Kimley Horn & Associates |
| BASIN DESIGNATION:        | Alternative B |                          |
| BASIN ANALYSIS (PRE/POST) | Post          |                          |

### BASIN RUNOFF CURVE NUMBER WORKSHEET

| LAND-USE DESCRIPTION           | SOIL GROUP | CN | AREA (ac)     | PRODUCT       |
|--------------------------------|------------|----|---------------|---------------|
| Onsite Flow Areas              |            |    |               |               |
| Open space - (Fair)            | D          | 80 | 3.71          | 296.58        |
| Impervious (Vehicular Use)     | D          | 98 | 3.20          | 314.02        |
| Impervious (Non-Vehicular Use) | D          | 98 | 1.56          | 152.85        |
|                                |            |    | <b>TOTALS</b> | <b>763.44</b> |

D = Pomona Fine Sand

Areas Measured in Microstation

|                       |             |
|-----------------------|-------------|
| <b>COMPOSITE CN =</b> | <b>90.1</b> |
|-----------------------|-------------|

### ESTIMATE OF RUNOFF VOLUME - 25YR/24HR

|  |               |                   |
|--|---------------|-------------------|
| 1) DETERMINE SOIL STORAGE - S<br>$S = (1000/CN) - 10$  | <b>S =</b>    | <b>1.10 cfs</b>   |
| 2) DETERMINE RUNOFF - R<br>$R = (P - 0.2 * S)^2 / (P + 0.8 * S)$<br>Where P=Precipitation = 8.9 inches for 25yr/24hr storm event | <b>R =</b>    | <b>7.70 in</b>    |
| 3) DETERMINE RUNOFF VOLUME - V(R)<br>$V(R) = R/12 * AREA =$  | <b>V(R) =</b> | <b>5.44 ac-ft</b> |

### ADDITIONAL STORAGE VOLUME NEEDED FOR POND

| DIFFERENCE IN VOLUME |                   |
|----------------------|-------------------|
| $\Delta V(R) =$      | <b>0.13 ac-ft</b> |
| 20% Cont.=           | <b>0.16 ac-ft</b> |

### ADDED DISCHARGE TO EXISTING POND

| Discharge from added trail areas |         |             |           |
|----------------------------------|---------|-------------|-----------|
| C                                | Area    | I (24y/24h) | Discharge |
| 0.95                             | 0.16 ac | 7.41 cfs    | 1.09 cfs  |

| Predeveloped Discharge | Discharge by Tides Pond* | Difference** |
|------------------------|--------------------------|--------------|
| 23.18 cfs              | 22.94 cfs                | 0.24 cfs     |

\*Taken from ERP Permit 7862.002

\*\*Pond shows additional storage available



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**APPENDIX G3**  
**Basin 1 - Alternative D Calculations**  
**Robinson Preserve Park (New Pond Site)**

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|                                  |               |                          |
|----------------------------------|---------------|--------------------------|
| <b>PROJECT NAME:</b>             | 9th Ave       | Kimley Horn & Associates |
| <b>BASIN DESIGNATION:</b>        | Alternative D |                          |
| <b>BASIN ANALYSIS (PRE/POST)</b> | Pre           |                          |

**BASIN RUNOFF CURVE NUMBER WORKSHEET**

| LAND-USE DESCRIPTION           | SOIL GROUP | CN | AREA (ac)     | PRODUCT       |
|--------------------------------|------------|----|---------------|---------------|
| Onsite Flow Areas              |            |    |               |               |
| Open space - (Fair)            | D          | 80 | 4.40          | 352.00        |
| Impervious (Vehicular Use)     | D          | 98 | 3.85          | 377.21        |
| Impervious (Non-Vehicular Use) | D          | 98 | 0.22          | 21.64         |
|                                |            |    | <b>TOTALS</b> | <b>750.85</b> |

D = Pomona Fine Sand  
 Areas Measured in Microstation

|                       |             |
|-----------------------|-------------|
| <b>COMPOSITE CN =</b> | <b>88.6</b> |
|-----------------------|-------------|

**ESTIMATE OF RUNOFF VOLUME - 25YR/24HR**

5.09

|    |   |               |                   |
|----|---|---------------|-------------------|
| 1) | DETERMINE SOIL STORAGE - S  | <b>S =</b>    | <b>1.29 in</b>    |
| 2) | DETERMINE RUNOFF - R<br>$R = (P - 0.2 * S)^2 / (P + 0.8 * S)$<br>Where P = Precipitation = 8.9 inches for 25yr/24hr storm event | <b>R =</b>    | <b>7.52 in</b>    |
| 3) | DETERMINE RUNOFF VOLUME - V(R)<br>$V(R) = R / 12 * AREA =$  | <b>V(R) =</b> | <b>5.31 ac-ft</b> |

|                                  |               |                          |
|----------------------------------|---------------|--------------------------|
| <b>PROJECT NAME:</b>             | 9th Ave       | Kimley Horn & Associates |
| <b>BASIN DESIGNATION:</b>        | Alternative D |                          |
| <b>BASIN ANALYSIS (PRE/POST)</b> | Post          |                          |

**BASIN RUNOFF CURVE NUMBER WORKSHEET**

| LAND-USE DESCRIPTION           | SOIL GROUP | CN | AREA (ac)     | PRODUCT          |
|--------------------------------|------------|----|---------------|------------------|
| Onsite Flow Areas              |            |    |               |                  |
| Open space - (Fair)            | D          | 80 | 3.71          | 296.58           |
| Impervious (Vehicular Use)     | D          | 98 | 3.20          | 314.02           |
| Impervious (Non-Vehicular Use) | D          | 98 | 1.56          | 152.85           |
|                                |            |    | <b>TOTALS</b> | 8.47      763.44 |

D = Pomona Fine Sand

Areas Measured in Microstation

|                       |      |
|-----------------------|------|
| <b>COMPOSITE CN =</b> | 90.1 |
|-----------------------|------|

|  |
|--|
| <b>ESTIMATE OF RUNOFF VOLUME - 25YR/24HR</b> |
|--|

5.09

|    |   |               |                   |
|----|---|---------------|-------------------|
| 1) | DETERMINE SOIL STORAGE - S  | <b>S =</b>    | <b>1.10 cfs</b>   |
| 2) | DETERMINE RUNOFF - R<br>$R = (P - 0.2 \cdot S)^2 / (P + 0.8 \cdot S)$<br>Where P=Precipitation = 8.9 inches for 25yr/24hr storm event | <b>R =</b>    | <b>7.70 in</b>    |
| 3) | DETERMINE RUNOFF VOLUME- V(R)<br>$V(R) = R/12 \cdot \text{AREA} =$  | <b>V(R) =</b> | <b>5.44 ac-ft</b> |

|                                  |               |                          |
|----------------------------------|---------------|--------------------------|
| <b>PROJECT NAME:</b>             | 9th Ave       | Kimley Horn & Associates |
| <b>BASIN DESIGNATION:</b>        | Alternative D |                          |
| <b>BASIN ANALYSIS (PRE/POST)</b> | Post          |                          |

### STAGE STORAGE CALCULATIONS

|      | ELEV. | AREA<br>(AC) | AVG AREA<br>(AC) | DELTA (FT) | DELTA<br>STORAGE<br>(AC-FT) | SUM<br>STORAGE<br>(AC-FT)* |
|------|-------|--------------|------------------|------------|-----------------------------|----------------------------|
| Berm | 4.00  | 0.30         |                  |            |                             | 0.32                       |
|      |       |              | 0.08             | 1.00       | 0.08                        |                            |
| DHW  | 3.00  | 0.17         |                  |            |                             | 0.24                       |
|      |       |              | 0.16             | 1.50       | 0.24                        |                            |
| NWL  | 2.50  | 0.15         |                  |            |                             |                            |

\*provided storage is greater than storage needed

|                         |  |                   |                   |
|-------------------------|--|-------------------|-------------------|
| <b>Storage Needed</b>   |  | <b>V(R) =</b>     | <b>0.13 ac-ft</b> |
|                         |  | <b>20% Cont.=</b> | <b>0.16 ac-ft</b> |
| <b>Storage Provided</b> |  | <b>V(P) =</b>     | <b>0.24 ac-ft</b> |



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**APPENDIX G3**  
**Basin 1 - Alternative D Calculations**  
**Manatee County Parcel**

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|                                  |               |                          |
|----------------------------------|---------------|--------------------------|
| <b>PROJECT NAME:</b>             | 9th Ave       | Kimley Horn & Associates |
| <b>BASIN DESIGNATION:</b>        | Alternative D |                          |
| <b>BASIN ANALYSIS (PRE/POST)</b> | Pre           |                          |

**BASIN RUNOFF CURVE NUMBER WORKSHEET**

| LAND-USE DESCRIPTION           | SOIL GROUP | CN | AREA (ac)     | PRODUCT       |
|--------------------------------|------------|----|---------------|---------------|
| Onsite Flow Areas              |            |    |               |               |
| Open space - (Fair)            | D          | 80 | 4.40          | 352.00        |
| Impervious (Vehicular Use)     | D          | 98 | 3.85          | 377.21        |
| Impervious (Non-Vehicular Use) | D          | 98 | 0.22          | 21.64         |
|                                |            |    | <b>TOTALS</b> | <b>750.85</b> |

D = Pomona Fine Sand  
 Areas Measured in Microstation

|                       |             |
|-----------------------|-------------|
| <b>COMPOSITE CN =</b> | <b>88.6</b> |
|-----------------------|-------------|

**ESTIMATE OF RUNOFF VOLUME - 25YR/24HR**

5.09

|    |   |               |                   |
|----|---|---------------|-------------------|
| 1) | DETERMINE SOIL STORAGE - S  | <b>S =</b>    | <b>1.29 in</b>    |
| 2) | DETERMINE RUNOFF - R<br>$R = (P - 0.2 * S)^2 / (P + 0.8 * S)$<br>Where P = Precipitation = 8.9 inches for 25yr/24hr storm event | <b>R =</b>    | <b>7.52 in</b>    |
| 3) | DETERMINE RUNOFF VOLUME - V(R)<br>$V(R) = R / 12 * AREA =$  | <b>V(R) =</b> | <b>5.31 ac-ft</b> |



|                                  |               |                          |
|----------------------------------|---------------|--------------------------|
| <b>PROJECT NAME:</b>             | 9th Ave       | Kimley Horn & Associates |
| <b>BASIN DESIGNATION:</b>        | Alternative D |                          |
| <b>BASIN ANALYSIS (PRE/POST)</b> | Post          |                          |

### STAGE STORAGE CALCULATIONS

|      | ELEV. | AREA<br>(AC) | AVG AREA<br>(AC) | DELTA (FT) | DELTA<br>STORAGE<br>(AC-FT) | SUM<br>STORAGE<br>(AC-FT)* |
|------|-------|--------------|------------------|------------|-----------------------------|----------------------------|
| Berm | 4.00  | 0.30         |                  |            |                             | 0.32                       |
|      |       |              | 0.08             | 1.00       | 0.08                        |                            |
| DHW  | 3.00  | 0.17         |                  |            |                             | 0.24                       |
|      |       |              | 0.16             | 1.50       | 0.24                        |                            |
| NWL  | 2.50  | 0.15         |                  |            |                             |                            |

\*provided storage is greater than storage needed

|                         |  |                   |                   |
|-------------------------|--|-------------------|-------------------|
| <b>Storage Needed</b>   |  | <b>V(R) =</b>     | <b>0.13 ac-ft</b> |
|                         |  | <b>20% Cont.=</b> | <b>0.16 ac-ft</b> |
| <b>Storage Provided</b> |  | <b>V(P) =</b>     | <b>0.24 ac-ft</b> |



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**APPENDIX G4**  
**Basin 1 - Alternative E Calculations**  
**Hawthorn Park**

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|                                  |               |                          |
|----------------------------------|---------------|--------------------------|
| <b>PROJECT NAME:</b>             | 9th Ave       | Kimley Horn & Associates |
| <b>BASIN DESIGNATION:</b>        | Alternative E |                          |
| <b>BASIN ANALYSIS (PRE/POST)</b> | Pre           |                          |

**BASIN RUNOFF CURVE NUMBER WORKSHEET**

| LAND-USE DESCRIPTION                                   | SOIL GROUP | CN | AREA (ac)             | PRODUCT        |
|--|------------|----|-----------------------|----------------|
| Onsite Flow Areas                                      |            |    |                       |                |
| Open space - (Fair)                                    | D          | 80 | 4.40                  | 352.00         |
| Impervious (Vehicular Use)                             | D          | 98 | 3.85                  | 377.21         |
| Impervious (Non-Vehicular Use)                         | D          | 98 | 0.22                  | 21.64          |
| Offsite Flow Areas (Hawthorn Park)                     |            |    |                       |                |
| Residential Distract (1/4 acres lots)                  | D          | 92 | 27.00                 | 2484.00        |
|  |            |    | <b>TOTALS</b>         | <b>3234.85</b> |
| D = Pomona Fine Sand<br>Areas Measured in Microstation |            |    | <b>COMPOSITE CN =</b> | <b>91.2</b>    |

**ESTIMATE OF RUNOFF VOLUME - 25YR/24HR**

|    |  |                           |
|----|--|---------------------------|
|    |  | 5.09                      |
| 1) | <b>DETERMINE SOIL STORAGE - S</b>  | <b>S = 0.96 in</b>        |
| 2) | <b>DETERMINE RUNOFF - R</b><br>$R = (P - 0.2 * S)^2 / (P + 0.8 * S)$<br>Where P = Precipitation = 8.9 inches for 25yr/24hr storm event | <b>R = 7.84 in</b>        |
| 3) | <b>DETERMINE RUNOFF VOLUME - V(R)</b><br>$V(R) = R / 12 * AREA =$<br>from Hawthorn Park  | <b>V(R) = 17.85 ac-ft</b> |
|    | $V(R) = R / 12 * AREA =$<br>from Roadway   | <b>V(R) = 5.31 ac-ft</b>  |

|                                  |               |                          |
|----------------------------------|---------------|--------------------------|
| <b>PROJECT NAME:</b>             | 9th Ave       | Kimley Horn & Associates |
| <b>BASIN DESIGNATION:</b>        | Alternative E |                          |
| <b>BASIN ANALYSIS (PRE/POST)</b> | Post          |                          |

**BASIN RUNOFF CURVE NUMBER WORKSHEET**

| LAND-USE DESCRIPTION                  | SOIL GROUP | CN | AREA (ac) | PRODUCT |
|---------------------------------------|------------|----|-----------|---------|
| Onsite Flow Areas                     |            |    |           |         |
| Open space - (Fair)                   | D          | 80 | 3.71      | 296.58  |
| Impervious (Vehicular Use)            | D          | 98 | 3.20      | 314.02  |
| Impervious (Non-Vehicular Use)        | D          | 98 | 1.56      | 152.85  |
| Residential Distract (1/4 acres lots) | D          | 92 | 27.00     | 2484.00 |
| <b>TOTALS</b>                         |            |    | 35.47     | 3247.44 |

D = Pomona Fine Sand

Areas Measured in Microstation

|                       |      |
|-----------------------|------|
| <b>COMPOSITE CN =</b> | 91.6 |
|-----------------------|------|

**ESTIMATE OF RUNOFF VOLUME - 25YR/24HR**

|   |               |                    |
|---|---------------|--------------------|
| 1) DETERMINE SOIL STORAGE - S   | <b>S =</b>    | <b>0.92 cfs</b>    |
| 2) DETERMINE RUNOFF - R   | <b>R =</b>    | <b>7.89 in</b>     |
| $R = (P - 0.2 \cdot S)^2 / (P + 0.8 \cdot S)$<br>Where P=Precipitation = 8.9 inches for 25yr/24hr storm event |               |                    |
| 3) DETERMINE RUNOFF VOLUME- V(R)  | <b>V(R) =</b> | <b>17.85 ac-ft</b> |
| V(R)= R/12*AREA =<br>from Hawthorn Park   |               |                    |
| V(R)= R/12*AREA =<br>from Roadway   |               |                    |

|                                  |               |                          |
|----------------------------------|---------------|--------------------------|
| <b>PROJECT NAME:</b>             | 9th Ave       | Kimley Horn & Associates |
| <b>BASIN DESIGNATION:</b>        | Alternative E |                          |
| <b>BASIN ANALYSIS (PRE/POST)</b> | Post          |                          |

**STAGE STORAGE CALCULATIONS**

|               | ELEV. | AREA (AC) | AVG AREA (AC) | DELTA (FT) | DELTA STORAGE (AC-FT) | SUM STORAGE (AC-FT) |
|---------------|-------|-----------|---------------|------------|-----------------------|---------------------|
| Berm          | 7.50  | 5.09      |               |            |                       | 14.64               |
|               |       |           | 4.99          | 1.06       | 5.29                  |                     |
| Permitted DHW | 6.44  | 4.88      |               |            |                       | 9.35                |
|               |       |           | 4.85          | 1.64       | 7.95                  |                     |
|               | 4.80  | 4.82      |               |            |                       | 1.40                |
|               |       |           | 4.66          | 0.30       | 1.40                  |                     |
| NWL           | 4.50  | 4.50      |               |            |                       |                     |

**AVAILABLE STORAGE**

|  |  |                   |                    |
|--|--|-------------------|--------------------|
| <b>VOLUME USED FROM HAWTHORN PARK</b>    |  | <b>V(R) =</b>     | <b>17.85 ac-ft</b> |
| <b>AVAILABLE STORAGE</b>                 |  | <b>V(R) =</b>     | <b>0.00 ac-ft</b>  |
| <b>DIFFERENCE IN RUNOFF FROM ROADWAY</b> |  | <b>V(R) =</b>     | <b>0.13 ac-ft</b>  |
|  |  | <b>20% Cont.=</b> | <b>0.16 ac-ft</b>  |



**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 Qualifications 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"). The term 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 thereon.
- 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, that fail to meet COUNTY'S performance standards;
  - b. Failure to deliver the supplies or perform the Services within the time specified; or
  - c. Progress that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONSULTANT in

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

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

#### B. TERMINATION WITHOUT CAUSE

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

#### ARTICLE 11. TRANSITION SERVICES UPON TERMINATION

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

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

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

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

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

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

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

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

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

#### **ARTICLE 15. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

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

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

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

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

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

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

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

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

**Phone: 941.742.5845**

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

**Mail or hand delivery:**

**Attn: Records Manager**

**1112 Manatee Avenue West**

**Bradenton, FL 34205**

**ARTICLE 17. INDEMNIFICATION**

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

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

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

## ARTICLE 19. INSURANCE

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

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

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

## ARTICLE 20. SOLICITATION OF AGREEMENT

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of any 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 qualification and experience as the key personnel being replaced. CONSULTANT shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

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

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

#### **ARTICLE 25. PROFESSIONAL LIABILITY**

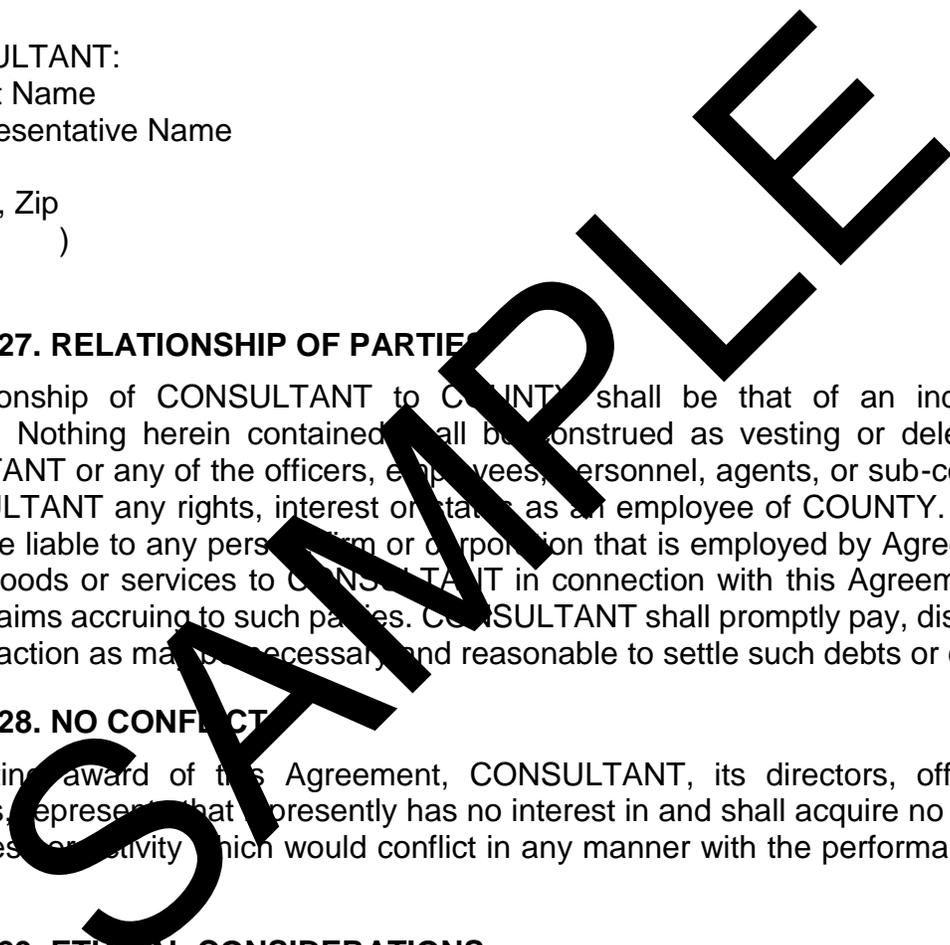
To the fullest extent allowed by law, the individuals performing the Services shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONSULTANT shall likewise be liable for negligent acts or omissions in the performance of the Services.

#### **ARTICLE 26. NOTICES**

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

To COUNTY:  
 Manatee County Government  
 Department  
 Attn: Title  
 Name  
 Address  
 City, State, Zip  
 Phone: (941)  
 Email:

To CONSULTANT:  
 Consultant Name  
 Attn: Representative Name  
 Address  
 City, State, Zip  
 Phone: ( )  
 Email:



**ARTICLE 27. RELATIONSHIP OF PARTIES**

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

**ARTICLE 28. NO CONFLICT**

By accepting award of this Agreement, CONSULTANT, its directors, officers and employees, represent 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 or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

**ARTICLE 33. GOVERNING LAW, JURISDICTION AND VENUE**

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

**ARTICLE 34. ATTORNEY FEES**

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

**ARTICLE 35. PATENT AND COPYRIGHT RESPONSIBILITY**

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

## **ARTICLE 36. AMENDMENTS**

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

## **ARTICLE 37. SEVERABILITY**

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

## **ARTICLE 38. LEGAL REFERENCES**

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

## **ARTICLE 39. HEADINGS, CONSTRUCTION**

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

## **ARTICLE 40. TIME**

For purposes of computing any period of number of days hereunder for notices or performance of less than (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 potential competing 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).

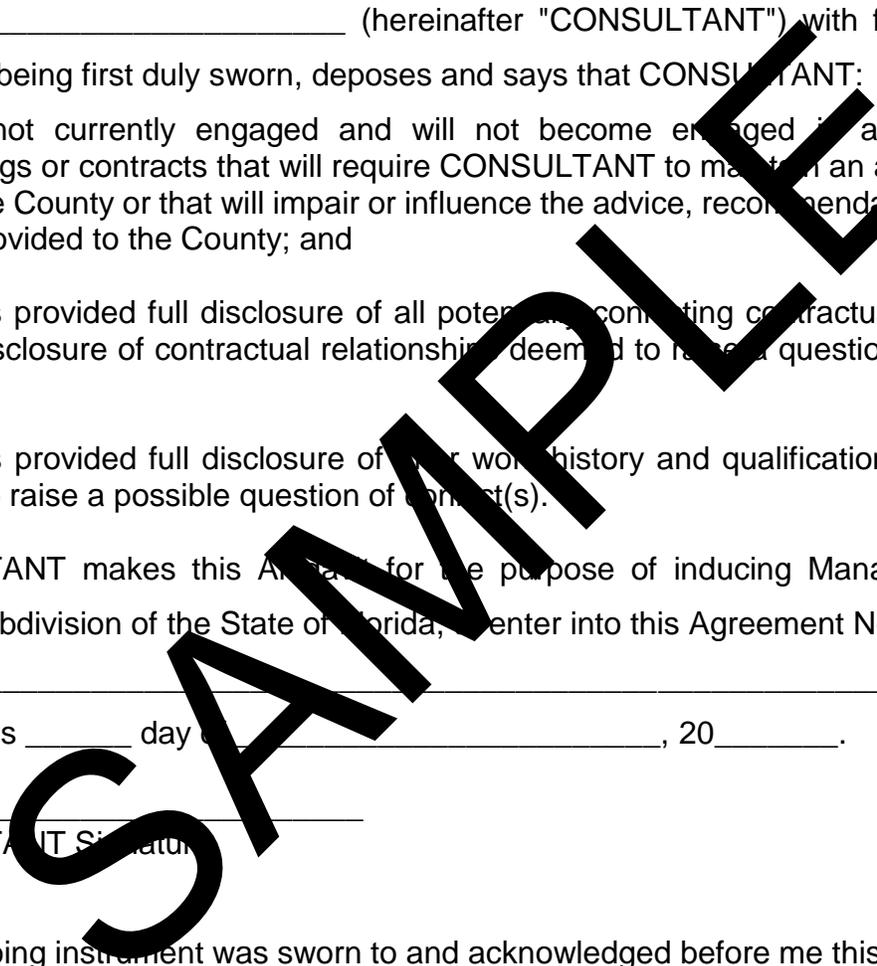
CONSULTANT makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. \_\_\_\_\_ for \_\_\_\_\_

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 Longshoremens & 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 Longshoremens & Harbor Workers Act and Jones Act.

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

**Aircraft Liability Insurance - Required Limits**

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

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

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

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

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

**Installation Floater Insurance**

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

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

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

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

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

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

**Builder's Risk Insurance**

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

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

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

**Cyber Liability Insurance**

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

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

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

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

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

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

**Pollution Liability**

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

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

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

**Disposal**

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

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

**Hazardous Waste Transportation Insurance**

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

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

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

**Liquor Liability Insurance**

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

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

**Garage Keeper's Liability Insurance**

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

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

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

**Bailee's Customer Liability Insurance**

Coverage shall be required for damage and 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 CONTRACTOR'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 worksites insured under its policies, or CONSULTANT shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONSULTANT'S deductible or self-insured retention and to require that it be reduced or eliminated.
- j. CONSULTANT understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONSULTANT'S obligation to provide and maintain the insurance coverage specified.
- k. CONSULTANT understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

### III. BONDING REQUIREMENTS

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

**Payment and Performance Bonds.** Prior to commencing work, the CONSULTANT shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Florida Statutes § 255.05 covering the faithful performance by the CONSULTANT of its obligations 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 non-responsive. Bonds must be in the form prescribed in Florida Statutes § 255.05 and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

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

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

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

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

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

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**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: \_\_\_\_\_

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

**SAMPLE**