



**CONSULTANT COMPETITIVE NEGOTIATION**

**ACT (CCNA)**

**AGREEMENT No. 24-R083199CD**

**DESIGN CRITERIA PACKAGE SERVICES FOR  
MANATEE COUNTY ADMINISTRATION  
PARKING GARAGE RECONSTRUCTION  
PROJECT**

**between**

**MANATEE COUNTY (COUNTY)**

**and**

**SWEET SPARKMAN ARCHITECTS, INC.**

**(CONSULTANT)**

**AGREEMENT FOR DESIGN CRITERIA PACKAGE SERVICES FOR MANATEE COUNTY ADMINISTRATION PARKING GARAGE RECONSTRUCTION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of April, 2024 (“Effective Date”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **SWEET SPARKMAN ARCHITECTS, INC.**, a Florida Corporation, (“**CONSULTANT**”) with offices located at 1819 Main Street, Suite 400, Sarasota, Florida 34236, 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 Design Criteria Package Services; 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. 24-R083199CD and **COUNTY** thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code and Florida Statute § 287.055.

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

**ARTICLE 1. SCOPE OF SERVICES**

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

**ARTICLE 2. EXHIBITS INCORPORATED**

This Agreement consists of a primary contract and four (4) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements

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

### **ARTICLE 3. AGREEMENT TERM**

- A. This Agreement shall commence on the Effective Date and remain in force until all Work issued during the effective period of this Agreement is completed, unless terminated by COUNTY pursuant to Article 10, but not to exceed five (5) years.

### **ARTICLE 4. COMPENSATION**

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

### **ARTICLE 5. INVOICES AND TIME OF PAYMENT**

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

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

#### **ARTICLE 6. RESPONSIBILITIES OF CONSULTANT**

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

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

**ARTICLE 7. RESPONSIBILITIES OF COUNTY**

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

**ARTICLE 8. COUNTY'S PROJECT MANAGER**

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

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

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

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

## **ARTICLE 9. COUNTY OWNERSHIP OF WORK PRODUCT**

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

## **ARTICLE 10. TERMINATION OF AGREEMENT**

### **A. TERMINATION FOR CAUSE:**

1. COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
  - a. Failure to provide products or Services that comply with the specifications herein or that fail to meet COUNTY’S performance standards;
  - b. Failure to deliver the supplies or perform the Services within the time specified; or
  - c. Progress that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County’s Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT’S default of the Agreement.
4. In the event of termination of this Agreement, CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT’S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

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

**B. TERMINATION WITHOUT CAUSE:**

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

**ARTICLE 11. TRANSITION SERVICES UPON TERMINATION**

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

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

**ARTICLE 12. DISPUTE RESOLUTION**

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

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

**ARTICLE 13. COMPLIANCE WITH LAWS**

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

**ARTICLE 14. NON-DISCRIMINATION**

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

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

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

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

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



## **ARTICLE 16. PUBLIC RECORDS**

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

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

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

**Phone: 941.742.5845**

**Email: [lacy.pritchard@mymanatee.org](mailto:lacy.pritchard@mymanatee.org)**

**Mail or hand delivery:  
Attn: Records Manager  
1112 Manatee Avenue West  
Bradenton, FL 34205**

## **ARTICLE 17. INDEMNIFICATION**

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

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

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

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

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

#### **ARTICLE 19. INSURANCE**

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

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

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

#### **ARTICLE 20. SOLICITATION OF AGREEMENT**

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

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

#### **ARTICLE 21. ASSIGNMENT AND SUBCONTRACTING**

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

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

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

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

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

#### **ARTICLE 23. KEY PERSONNEL**

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

John Bryant, Principal in Charge/ Architect of Record  
Warren Teague, Project Manager  
Todd Sweet, Principal Architect

CONSULTANT shall not remove such key personnel from providing the Services; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The COUNTY will

require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONSULTANT shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

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

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

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

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

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

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

To COUNTY:                   Manatee County Government  
  Property Management Department  
  Attn: Project Manager  
  Name Angela Honts  
  1112 Manatee Avenue West, Suite 803  
  Bradenton, FL 34205  
  Phone: (941) 748-5401 ext 5844  
  Email: angela.honts@mymanatee.org

To CONSULTANT:       Sweet Sparkman Architects, Inc.  
  Attn: Todd Sweet  
  1819 Main Street, Suite 400  
  Sarasota, FL 34236  
  Phone: (941) 952-0084  
  Email: tsweet@sweetsparkman.com

#### **ARTICLE 27. RELATIONSHIP OF PARTIES**

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

## **ARTICLE 28. NO CONFLICT**

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

## **ARTICLE 29. ETHICAL CONSIDERATIONS**

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

## **ARTICLE 30. PUBLIC ENTITY CRIMES**

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

## **ARTICLE 31. TAXES**

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

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

## **ARTICLE 32. FORCE MAJEURE**

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

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

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

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

#### **ARTICLE 34. ATTORNEY FEES**

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

#### **ARTICLE 35. PATENT AND COPYRIGHT RESPONSIBILITY**

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

#### **ARTICLE 36. AMENDMENTS**

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

#### **ARTICLE 37. SEVERABILITY**

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

#### **ARTICLE 38. LEGAL REFERENCES**

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

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

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

#### **ARTICLE 40. TIME**

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

#### **ARTICLE 41. E-VERIFY**

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

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

#### **ARTICLE 42. FUNDS FOR IDENTIFICATION DOCUMENTS**

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

#### **ARTICLE 43. 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.

**SWEET SPARKMAN ARCHITECTS, INC.**

By: 

Printed Name: Todd M. Sweet, AIA, LEED AP

Title: President / Principal

Date: APRIL 12, 2024

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

\_\_\_\_\_  
Jacob Erickson, MBA, CPPO, NIGP-CPP  
Purchasing Official

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



## **EXHIBIT A, SCOPE OF SERVICES**

### **Project Understanding**

COUNTY wishes to develop a Design Criteria Package (DCP) for the new construction of the Manatee County Downtown Parking Garage. The COUNTY seeks to demolish the existing administration building garage, the central records building, the Manatee County parking lot, the old Merrill Lynch building, and the communications tower to reconstruct the parking garage with a larger footprint featuring additional parking spaces, retail space at grade, and 1 - 3 levels of offices above the parking. To facilitate this process, COUNTY has asked CONSULTANT to develop a DCP which will allow COUNTY to solicit proposals from private entities.

The DCP shall incorporate the following parameters:

1. Provide conceptual design and renderings for a new pre-cast concrete parking garage which accommodates parking for existing employees, plus expansion. The County would like to explore the maximum height allowable by City ordinance and be presented with the best possible street-level access location. Provide architectural design elements to the exterior to provide a unique and appealing building facade.
2. Provide controlled card access design for employees and paid parking design for the public.
3. In addition to the current parking lot footprint, consider the existing leased parking spaces, the existing former Merrill Lynch building, and the County records building.
4. Provide office space for at least 1-3 floors above the garage.
5. Provide parking spaces for future shop vendors at the ground level.
6. Provide a minimum of 12 EV supercharge metered connections at the ground level with space allocation for related generator.
7. Provide parking garage connectivity to the existing County Administration Building.
8. Provide Elevator Access to all levels.
9. Provide a loading dock and a large storage area.
10. Design rooftop solar panels to tie into a new system and rooftop greenspace.
11. Complete analysis of the Manatee County Administration Building generator, chilled water system, and other existing utilities that will need to remain in use throughout construction.
12. Develop an MOT plan prior to demolition.
13. Develop a plan that identifies a location(s) for all displaced users who currently park daily in the existing facility.
14. It is assumed the creation of the DCP will comprise eight (8) months. If the schedule to complete this work extends beyond that period, due to no fault of the design team, additional services may be requested.

### **Scope of Services**

Based on our understanding of the project, CONSULTANT proposes to provide professional design services as described in the following Phases / Tasks. CONSULTANT'S services include the following engineering consultant services:

- Parking Consultant / Structural Engineering - Walker Consultants

- Civil Engineering / Landscape Architecture – Kimley-Horn and Associates, Inc.
- Mechanical, Electrical, Plumbing, Fire Protection Engineering (MEPFP) – Kimley-Horn and Associates, Inc.
- Geotechnical Engineering / Asbestos Survey – Universal Engineering Services, LLC (UES)
- Threshold Inspections – Bennett & Pless, Inc.
- Survey - Kimley-Horn and Associates, Inc.
- Real Estate Subject Matter Expert (SME) – Orchid Group, Inc.

## **PHASE / TASK**

### **PHASE 1 – DESIGN CRITERIA PACKAGE**

#### **A. General Items**

1. Meet with COUNTY to review the RFQ criteria and confirm other goals of the project including project requirements, budget, and overall project schedule. Coordinate the project with County staff and project stakeholders during the development of the DCP as necessary.
2. Attend and participate in design workshops with COUNTY. CONSULTANT and their sub-consultants anticipate up to (3) design workshops throughout the course of the project.
3. Conduct bi-weekly project meetings during the DCP development and provide meeting minutes to COUNTY within three (3) business days.
4. Assist with the development of a construction budget. An Allowance has been set aside for developing an opinion of probable cost. COUNTY may choose to contract for this service independently.
5. It is understood that COUNTY has already engaged the services of a surveyor. CONSULTANT and its sub-consultants will assist with the preparation of additional site survey requirements.
6. The design shall meet the minimum standards for “Silver” LEED certification; however, COUNTY shall not pursue such certification. LEED Silver efforts shall be documented for COUNTY use.
7. Conduct a field review of the project to take photos, note field conditions and verify survey information within the project limits.
8. CONSULTANT and their sub-consultants will perform their scope of work in a Revit model.
9. Work with the COUNTY to develop a displaced parking relocation and transportation plan. CONSULTANT and its sub-consultants will outline the phasing and operations plan for temporary parking into a narrative for incorporation in the design criteria package.
10. We anticipate a design effort for this project will be schematic in nature in order to provide a comprehensive DCP.
11. We anticipate up to (12) twelve in-person meetings in Manatee County in this phase scope of our services.

**B. Project Management**

1. Provide monthly progress reports for the design and construction duration of the project due with each monthly pay application.
2. Be responsible for coordination of all services performed by the CONSULTANT'S sub-consultants and shall require that the work of its sub-consultants comply with the requirements of this Agreement. Negotiate and coordinate sub-consultant agreements. Manage sub-consultant invoicing.
3. Serve as the point of contact for all formal communications among the CONSULTANT'S Project Team and the COUNTY'S Project Manager.
4. Project scheduling: coordination with the COUNTY on schedule and management of schedule with sub-consultants. A kick-off meeting will be scheduled to determine all parties to be involved including stakeholders, and the chain of communication. After the meeting, a Gantt chart will be provided containing milestone dates and project duration.
5. Meetings: coordinate with COUNTY and sub-consultants on meetings; prepare and distribute meeting minutes; coordinate and attend meetings with regulatory agencies. Prepare and distribute project directory.
6. Organize and conduct periodic multi-discipline Project Team progress meetings as necessary to discuss Project issues, identify conflicts or concerns, determine satisfactory solutions, document decisions, give direction and receive direction from the COUNTY, and maintain Project progress.
7. Conduct periodic reviews of Project Design and Programmatic Requirements with the Project Team in concert with the CM and COUNTY to verify requirements are being met. Proposed clarifications and modifications to these requirements shall be approved in writing by COUNTY prior to advancing the work.
8. Institute quality control and quality assurance procedures to review CONSULTANT and sub-consultant work to check for and eliminate programmatic and other potential conflicts, discrepancies, errors and omissions.

**C. Code Review**

Review the codes for the Authorities Having Jurisdiction (AHJ's) on the property for incorporation into the Design Criteria Package. Also included are pre-app meetings with the City of Bradenton, SWFWMD and the City of Bradenton Building Official. Pertinent codes that will be reviewed include the following:

1. City of Bradenton Land Development Code
2. City of Bradenton Form Based Code
3. Florida Building Code
4. Southwest Florida Water Management District (SWFWMD) Applicant Handbook II
5. Florida Building Code, 8<sup>th</sup> Edition (2023)
6. NFPA 101, Life Safety Code

**D. Design Criteria Package (DCP) Program, Plans, Elevations, Sections, LEED Checklist**

1. Review the program and other information furnished by COUNTY; review codes and regulations applicable to CONSULTANT'S services.
2. Develop a building program based on COUNTY'S need, schedule, budget, site, and the proposed procurement or delivery method, and other initial information, to ascertain the requirements of the project.

3. Present preliminary evaluation to COUNTY and discuss with COUNTY alternative approaches to design and construction. Reach an understanding with COUNTY regarding the requirements of the Project.
4. Based on the Project's requirements agreed upon with COUNTY, CONSULTANT and its sub-consultants shall prepare and present for COUNTY'S approval a preliminary design illustrating the scale and relationship of the Project components.
5. Based on the COUNTY'S approval of the preliminary design, CONSULTANT, and its sub-consultants shall prepare Design Documents for COUNTY'S approval. The Design Documents shall consist of drawings and other documents including a site plan, developed building plans, building and wall sections and exterior elevations. The study may include some combination of study models, perspective sketches, or digital modeling. Preliminary narrative selections of major building systems and construction materials shall be noted on the drawings or described in writing.
6. Submit the Design Documents to the COUNTY and request the COUNTY'S approval.
7. Provide a PowerPoint presentation to the COUNTY/Board of Commissioners as requested.
8. Provide a durability design to include the following:
  - a) Meet with the COUNTY to discuss expectations for the durability design of the parking garage.
  - b) Develop preliminary combinations of durability design elements for the garage. Perform preliminary service life estimates in Life 365 to confirm the desired combination of durability elements and service life as well as expected repair cycles.
  - c) Confirm final configuration of durability elements with COUNTY.
  - d) Draft technical specifications for structural and waterproofing elements for inclusion in the design criteria package.
  - e) Draft a narrative outlining the design philosophy for the durability design and other miscellaneous requirements for inclusion into the DCP.
9. Provide a functional design to include the following:
  - a) Meet with the COUNTY to discuss expectations for the parking design including patron mix, exiting times, desired level of service, and functionality.
  - b) Review pertinent municipal codes relating to off-street parking to confirm compliance of functional layouts.
  - c) Review municipal codes with COUNTY and determine the maximum number of levels the parking garage can be. Review other municipal parking garages in Florida and provide feedback to the COUNTY regarding a reasonable number of levels. Select the functional ramping system required to accommodate the desired number of levels and coordinate with the traffic engineer so the capacity of the existing surrounding roadways can be verified.
  - d) Layout the pertinent parking dimensions to provide maximum parking efficiency while providing reasonable patron comfort based on the user type. Some pertinent dimensions which will be considered include:
    - I. Parking Module Width
    - II. Turning Bay Width
    - III. Parking Stall Width
    - IV. Drive Aisle Width
    - V. Parking Ramp Slopes

- VI. Express Ramp Slopes
  - VII. Express Ramp Transition Landing Length
  - VIII. Floor Elevations
  - IX. Parking Angle
  - X. Turning Radii
  - XI. Number of EV spaces per local ordinances and zoning (12 supercharger spaces required by the RFQ)
- e) Recommend stair tower locations based on Florida Building Code requirements and patron comfort and consider their location in relation to pedestrian and vehicular flow, if required.
  - f) Determine the location for entry/exit lanes and confirm number of lanes is sufficient for expected peak hour traffic volumes.
  - g) Determine locations of nested parking if required.
  - h) Evaluate the column grid configuration to provide the most efficient parking layout.
  - i) Generate two-dimensional parking graphics plans to include all levels of parking for incorporation into the design criteria package.
10. Provide space counts for standard, accessible, van accessible, and special use parking stalls. Accessible spaces will be configured to comply with AADAG and FBC.
  11. Recommend locations for 12 supercharger EV charging stations. Draft selected EV location on the parking graphics plan.
  12. Provide a preliminary LEED checklist demonstrating the project is capable of meeting LEED Silver certification standards.
  13. Provide estimated exiting times for vehicles for the various options provided. Exiting time will be calculated based on the ramping system and the transaction times of the assumed PARCS equipment. Calculations will be performed using Walker Consultants' in-house propriety software.
  14. Based on discussion with COUNTY, develop functional performance and geometric criteria for the ramping systems and parking layout to ensure optimal function of submitted alternate options. Incorporate functional design philosophy and other miscellaneous requirements into a narrative for inclusion into the DCP

#### E. Structural Design

1. Meet with the COUNTY to discuss expectations for the structural design of the garage and offices. Provide preliminary life cycle analysis for various structural systems of the garage and confirm the preferred structural system for the garage with the COUNTY.
2. Develop required geotechnical engineering criteria for use by the geotechnical engineer. Assist with the selection of boring locations and develop preliminary column loads for use by the geotechnical engineer.
3. Perform a preliminary structural analysis of the gravity load resisting system to define proposed material properties, column sizes, slab thickness, beam sizes, wall thickness and preliminary number of foundation elements and their location.
4. Perform a preliminary lateral analysis to confirm sway and drift limits, material properties, and members sizes for lateral resisting elements.
5. Develop schematic structural framing plans and details for inclusion in the design criteria package. Provide specifications for structural items for inclusion in the DCP.

6. Draft a narrative outlining the design philosophy for the structural design and other miscellaneous requirements for inclusion into the DCP.

F. Site Civil Engineering

CONSULTANT and their sub-consultants will prepare a site civil engineering Schematic Design criteria to include the following:

1. Preliminary site civil engineering calculations to determine approximate sizes of infrastructure to be incorporated into the design criteria package. This includes stormwater management, potable water, and wastewater. Please note that these calculations will be preliminary in nature and are not intended to be used for permitting or final design purposes.
2. Schematic Design plans / diagrams for the project including the information below. Please note that these will include a schematic level of detail only and are not intended to be used for permitting or construction purposes.
  - a. Site Demolition
  - b. Site / horizontal geometry
  - c. Grading
  - d. Site Utilities
  - e. Maintenance of Traffic
    - i. The Maintenance of Traffic (MOT) plan will include a description of potential vehicular and pedestrian circulation on the site based on the anticipated sequencing of construction. This information will be preliminary in nature and is not intended to serve as a final document for use by the private entity team during construction.
  - f. Displaced Parking Plan
    - i. The Alternative Parking Plan will include a review of displaced parking and potential new locations for parking in a phased, intermediate condition. This will include the number of parking spaces needed in conjunction with information provided by Manatee County and potential alternative parking sites for evaluation.
3. Prepare general specifications / narrative to accompany the design criteria package. This will include general requirements associated with the drawings to be incorporated by the private entity.

G. Landscape Architecture

CONSULTANT and their sub-consultants will prepare landscape architecture design criteria to include the following:

1. Schematic diagram / plans for the project including the information below. Please note that these plans will include a schematic level of detail only and are not intended to be used for permitting or construction purposes.
  - a) Landscape Plans / Requirements
  - b) Hardscape Plans / Requirements
  - c) Irrigation Plans / Requirements
2. Prepare general specifications / narrative to accompany the design criteria package. This will include general requirements associated with the drawings to be incorporated by the private entity.

#### H. M/E/P/FP Design

CONSULTANT and their sub-consultants will prepare mechanical, electrical, plumbing and fire protection design criteria that will include the following:

1. Conduct preliminary MEP engineering calculations to determine approximate sizes of infrastructure. This includes HVAC, plumbing, electrical, and fire protection engineering and analysis. Please note that these calculations will be preliminary in nature and are not intended to be used for permitting or final design purposes.
2. Prepare general outline specifications / narrative to accompany the design criteria package. This will include general requirements associated with the drawings to be incorporated by the private entity.

#### I. Rooftop Solar Panels

CONSULTANT and their sub-consultants will prepare a preliminary rooftop solar design criteria to include the following:

1. Conduct preliminary analysis and calculations to determine approximate sizes and orientation of the rooftop solar. This includes preliminary cost analysis, load calculations, along with grid and building connection. Please note that these calculations will be preliminary in nature and are not intended to be used for permitting or final design purposes.
2. Prepare general outline specifications / narrative. This will include general requirements associated with the drawings to be incorporated by the private entity.

#### J. Parking Access and Revenue Control (PARCS) Design

1. Conduct a PARCS design workshop with the COUNTY to discuss expectations for the PARCS equipment.
2. Incorporate PARCS design philosophy and other miscellaneous requirements decided in the PARCS Design workshop into a narrative for inclusion into the design criteria package.

#### K. Market Parking Rate Study

1. Conduct a rate survey of parking rates around the site area, as well as significant neighboring communities. Areas of observation may include:
  - a) Paid Parking programs in the immediate vicinity of the site to include downtown Bradenton and other communities in Manatee County.
  - b) Municipal and/or County paid parking programs along the west coast of Florida.
  - c) Municipal and or County paid parking programs of similarity with Manatee County within the State of Florida.
2. Provide recommendations for daily operating parking rates to include:
  - a) General public parking
  - b) Contract or Monthly permit parking.
  - c) Employee parking
  - d) Contractor/Service parking
  - e) Other relevant user groups.

3. Provide recommendations for event parking rates to consider:
  - a) Event size and volume
  - b) Location and convenience
  - c) Incentives for alternative transportation modes
4. Summarize and present a memorandum of findings for the Client and County representatives to review and incorporate into a larger Revenue Study conducted by the client.

L. Cost Opinion at end of DCP

Provide cost estimate at the completion of the DCP. The cost estimate will include the minimum requirements of the project necessary for the COUNTY's use. An allowance of Twenty Thousand dollars (\$20,000) is provided in the Fee Schedule for this service.

**PHASE 2 – BIDDING PHASE SERVICES AND DESIGN/BUILD SUBMITTAL EVALUATION**

- A. CONSULTANT and their sub-consultants will work with the design team and COUNTY representative to ensure compliance with the DCP.
- B. CONSULTANT and their sub-consultants will assist the COUNTY in preparation of a Request for Proposals (RFP) to solicit proposals from qualified private entities.
- C. CONSULTANT and their sub-consultants will respond to questions raised during the bidding or RFP process and provide the necessary clarifications via Addendum to COUNTY for publication.
- D. Assist COUNTY in the review of qualifications and shortlisting of private entity firms. CONSULTANT'S role in the evaluation is strictly as an advisor to determine whether or not the submissions meet the required criteria set forth by COUNTY.
- E. Attend a pre-bid conference with the short-listed teams to answer questions and clarify intent of the scope documents.
- F. Attend interviews if requested by COUNTY and assist in selection of a private entity firm.
- G. CONSULTANT and their sub-consultants anticipate no more than three (3) in-persons meetings during this phase.
- H. Provide guidance and opinion on additional parking inventory and demand generated as a result of proposed development plans. Advise on how proposed development plans will affect the use of the parking inventory, what additional inventory may be required (at a high level), if any and what parking operations may need to be considered.

**PHASE 3 – DESIGN DOCUMENT REVIEW**

- A. CONSULTANT and their sub-consultants will conduct a peer review of the design and construction documents prepared by the private entity team. Provide COUNTY with a consolidated list of comments on the documents. This task assumes two (2) rounds of review, an initial review and a review of the corrected / revised documents. This review shall be limited to the portions of the project in which CONSULTANT and their sub-consultants are knowledgeable and consistent with the information provided by CONSULTANT and their sub-



consultants in the DCP. This review is not intended to be exhaustive or relieve the design professionals of responsibility for the project.

- B. Coordinate and monitor the selected private entity design phases and report compliance to COUNTY.
- C. Review and comment on private entity's team's design drawings and specifications at 60% and 90% completion for conformance with criteria documents.
- D. Respond to all inquiries and evaluate alternatives presented by the private entity for compliance with the bidding documents and COUNTY approvals.

#### **PHASE 4 – LIMITED CONSTRUCTION ADMINISTRATION**

Provide monthly and milestone site visits during construction to determine, in general, if the work observed is being performed in a manner that, when completed, will be in accordance with the contract documents. Agreement includes a total of twenty (20) site visits during construction: one site visit per month, one visit at substantial completion, and one visit at final completion.

- A. Review private entity's Certificates for Payment.
- B. Review punch-list prepared by the private entity team for the project at substantial completion and attend a final punch-list walk. Assist with the preparation of the COUNTY's punch list at the substantial completion of the project.
- C. Certify a final Certificate for Payment based upon a final site visit indicating the work complies with the requirements of the contract documents.
- D. For purposes of this proposal and fee calculation, an eighteen (18) month construction period has been assumed. Construction greater than twenty (20) months will be subject to additional services.
- E. Review shop drawings, schedule, and project test results to monitor for compliance with criteria documents prepared by CONSULTANT and their sub-consultants. Review of shop drawings by CONSULTANT and their sub-consultants will be limited to monitoring for general conformance with criteria documents following a complete check and approval of the shop drawings by the private entity's team's Architect/Engineer of Record. We anticipate reviews for the following items:
  - a) Precast shop drawings
  - b) Post-tensioned shop drawings
  - c) PARCS equipment shop drawings
  - d) Parking graphics shop drawings
  - e) Concrete mix design submittals
  - f) Waterproofing material submittals
  - g) Thermal and Moisture Protection submittals
  - h) Opening submittals
  - i) Metals submittals

#### **TASK A – GEOTECHNICAL**

Explore and evaluate the soil conditions with respect to the planned design and provide recommendations to aid in groundwater considerations, foundation design, pavement, and site soils preparation.

- a) Contact the local underground utility clearance agency prior to beginning the field exploration.
- b) Six (6) SPT borings to a depth of 100 feet below grade in accessible areas.
- c) GPR Survey for Sinkhole Assessment.
- d) All boring locations will be backfilled/grouted to grade upon work completion.

Standard Penetration Test (ASTM D 1586) will be performed in the boring continuous to a depth of 10 feet and at five feet intervals to the boring termination. A UES field representative will visually classify the soil samples at each test interval and place them in clean containers which are labeled for future identification. Groundwater levels will be obtained in the boring upon initial encounter.

The soil samples will be transported to UES's laboratory for visual classification testing, and to evaluate the pertinent engineering properties. At the completion of the field and laboratory testing services UES will prepare a report under the direction of a registered professional engineer which contains the following information at a minimum:

- a) Soil boring logs and visual soil classifications
- b) Existing groundwater levels & estimated seasonal high groundwater level
- c) Settlement estimates, total and differential
- d) Foundation recommendations and soil bearing capacity
- e) Pile foundation recommendations
- f) Deep Soil Ground Improvements recommendations for shallow foundation options
- g) L-Pile Analysis for deep piles
- h) Site preparation recommendations
- i) Pavement recommendations
- j) Retaining wall recommendations
- k) Sinkhole Assessment
- l) Laboratory testing results

## **TASK B – SURVEY**

The survey subconsultant that previously prepared the survey for COUNTY on the property will be retained to re-verify and update the survey as necessary to update the current conditions. This update may occur one (1) time and will be limited to the surveyor's efforts based on the not to exceed (NTE) associated with this task. No Subsurface Utility Exploration (SUE) survey will be conducted as part of this task.

## **TASK C – THRESHOLD INSPECTOR**

The Threshold Inspector will see that the inspection plan is properly executed in the field and will issue the necessary documentation to the appropriate Building Department attesting to that. The Threshold Inspector will not be on the construction site on a daily basis but will review all field reports, test results, and related correspondence. The Threshold Inspector will make periodic site visits to spot-check significant components of construction and offer consultations as required.

The Threshold Inspector will be represented in the field on a will-call basis by the on-site resident inspector. The individual will be an authorized representative of the Threshold Inspector with experience in cast-in-place concrete, concrete masonry unit (cmu), pre-cast concrete, and conventional structural steel construction. This authorized representative will provide the required site visits and report their findings in written reports.

#### **TASK D – ASBESTOS-CONTAINING MATERIALS SURVEY**

An asbestos evaluation will be conducted to document if Asbestos-Containing Materials (ACMs) are present and may be disturbed prior to planned renovation/demolition.

The asbestos evaluation will include:

1. All work will be performed under the direction of a Florida-licensed Asbestos Consultant (FLAC);
2. A review of available building documents to identify potential locations of suspect Asbestos Containing Materials (ACMs);
3. A visual building inspection of accessible areas by a US Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) accredited asbestos inspector to identify suspect ACMs;
4. Once suspect ACMs are identified, homogeneous materials (materials that are uniform in color, texture, construction/application date, and general appearance) will be determined;
5. Record material quantities, locations, and physical condition (good, fair, or poor) of accessible suspect ACM. The indicated material quantities are estimates based on the field observations and should be considered preliminary in nature. These estimates should not be used for bidding purposes without verification by an abatement contractor.
6. Indicate whether the suspect ACM is friable (a material that when dry, may be crumbled, pulverized or reduced to powder by hand pressure) or non-friable;
7. Collection of bulk samples of each homogeneous suspect ACM. Record sample information on Asbestos Bulk Sample Forms (chain-of-custody sheets), which will be signed, dated, and sent with the samples to the laboratory;
8. Analysis of the collected bulk samples at a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory using Polarized Light Microscopy (PLM) for the presence of asbestos fibers. UES will provide PLM results to you immediately upon receipt for discussion to determine if further analysis is required. If PLM results indicate levels between “trace” and 10% asbestos, you will have the option to analyze the samples further by PLM Point Count Analysis to better quantify the asbestos content or assume the material to be asbestos containing. Materials having point count results <1% asbestos are considered non-ACM. If you choose the additional Point Count analysis, UES will pass-through these costs; and,
9. Unless specifically noted in the proposal, no draft report will be issued. The fee estimate presented under this proposal includes an electronic copy of the Asbestos-Containing Material Survey report being submitted upon project completion.

## **TASK E – REAL ESTATE / DEVELOPMENT SUBJECT MATTER EXPERT (SME)**

The design team will include the services for a real estate / development subject matter expert to provide cost and feasibility input.

1. Work with the design team during the preliminary design to develop a scheme which is efficient and provides a positive ROI for Manatee County and private entity.
2. Evaluate P3 proposals submitted and provide feedback to the County on ROI and pros/cons for each submittal in terms of cost and feasibility.
3. Provide periodic site visits and observations during construction on behalf of the design team and client to ensure the built conditions align with the P3 proposal's financial and development obligations.
4. Evaluate and monitor the commercial real estate market to formulate the best mix of built-out uses for Manatee County and the private entity at the site and understand the trajectories and trends in the market.

## **DESIGN CONTINGENCY**

This task is set aside to accommodate additional scope or services not already defined in the previous tasks. Any work associated with this task will be authorized by COUNTY'S Project Manager and mutually agreed as a lump sum amount or on an hourly basis.

### **Additional Services**

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates, or for a negotiated fee prior to commencing additional services work. Additional services we can provide include, but are not limited to, the following:

- A. Significant changes or modifications to the design after COUNTY approval of 30% design phase.
- B. Interior Design services not otherwise expressly indicated in Scope of Services.
- C. Furniture selections and procurement.
- D. LEED Administration and certification services
- E. 3D physical presentation model.
- F. Project renderings (additional to what may be included in Scope of Services).
- G. Prolonged Construction Administration services.
- H. Any services not specially identified in the Scopes of Services above.
- I. Traffic Engineering.
- J. Final civil construction plans and engineering design for construction.
- K. Environmental consulting services.
- L. Permitting fees and services.
- M. Meetings beyond those indicated in the scope of services.
- N. Value engineering services.
- O. Surveying.
- P. Hazardous Materials and Toxic Waste Services.
- Q. Construction phase services for Civil Engineering are not included. They can be added as an additional service.

**Information Provided by COUNTY**

- A. COUNTY shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements.
- B. COUNTY shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project.
- C. CONSULTANT shall be entitled to rely on the accuracy and completeness of the COUNTY’s information.
- D. Current (within 6 months) survey by a Florida licensed surveyor, in both PDF and DWG format, which shall include property boundaries, topography, utilities and wetlands information.

**Schedule**

CONSULTANT proposes the following milestone schedule for the Project. Milestone schedule begins [2] weeks after receipt of executed agreement – this date shall be considered the Notice to Proceed.

<b>Activity</b>	<b>Task Duration (Calendar Days)</b>	<b>Milestone Days (from Notice to Proceed)</b>
DESIGN CRITERIA PACKAGE (DCP)	180	180
DESIGN AND PERMITTING	240	420
BID PHASE	90	510
LIMITED CONSTRUCTION ADMINISTRATION PHASE	540	1050

**END OF EXHIBIT A**

**EXHIBIT B, FEE RATE SCHEDULE**

CONSULTANT shall perform the professional services identified in **Exhibit A**, specifically Phase 1 through 4 and Task A through E on a labor fee plus expense basis with the maximum labor fee per phase or task as shown below.

Compensation to the CONSULTANT for rendering the above services and products shall not exceed \$1,791,448.52, plus reimbursable expenses for a not to exceed amount of \$85,000.00, for a not to exceed cumulative total of \$1,876,448.52

<b>PHASE/ TASK</b>	<b>DESCRIPTION</b>	<b>FEE</b>
Phase 1	DESIGN CRITERIA PACKAGE	\$1,082,030.00
Phase 2	BIDDING PHASE SERVICES AND PRIVATE ENTITY SUBMITTAL EVAL.	\$40,740.00
Phase 3	DESIGN DOCUMENT REVIEW	\$99,170.00
Phase 4	LIMITED CONSTRUCTION ADMINISTRATION	\$298,810.00
Task A	GEOTECHNICAL	\$28,838.52
Task B	SITE SURVEY	\$7,000.00
Task C	THRESHOLD INSPECTOR	\$131,760.00
Task D	ASBESTOS-CONTAINING MATERIALS SURVEY	\$3,100.00
Task E	REAL ESTATE / DEVELOPMENT SME	\$100,000.00

**CLASSIFICATION AND HOURLY FEE RATES FOR CONSULTANT**

<b>CLASSIFICATION/JOB TITLE</b>	<b>FEE RATE (\$/HR)</b>
Senior Principal	\$235.00
Principal	\$210.00
Project Manager	\$185.00
Project Architect	\$165.00
Project Designer	\$130.00
Designer / Cad Technician	\$95.00
Clerical/Procurement	\$90.00

**CLASSIFICATION AND HOURLY FEE RATES FOR SUBCONSULTANT (WALKER CONSUTANTS, INC.)**

<b>CLASSIFICATION/JOB TITLE</b>	<b>FEE RATE (\$/HR)</b>
Principal/ Director	\$290.00
Senior Engineer	\$290.00
Senior Consultant	\$235.00
Project Engineer	\$205.00
Project Manager / Consultant	\$235.00
Designer	\$200.00
Admin Assistant	\$120.00

**CLASSIFICATION AND HOURLY FEE RATES FOR SUBCONSULTANT (KIMLEY-HORN & ASSOCIATES, INC.)**

<b>CLASSIFICATION/JOB TITLE</b>	<b>FEE RATE (\$/HR)</b>
Principal Civil Engineer	\$240.00
Senior Civil Engineer	\$210.00
Civil Engineer Analyst	\$180.00
Senior Designer	\$170.00
Designer	\$150.00
Principal Landscape Architect	\$240.00
Senior Landscape Architect	\$210.00
Landscape Analyst	\$180.00
Principal MEP Engineer	\$240.00
Senior MEP Engineer	\$210.00
MEP Engineer Analyst	\$180.00
Principal Planner	\$240.00
Planner	\$210.00

**CLASSIFICATION AND HOURLY FEE RATES FOR SUBCONSULTANT  
(UNIVERSAL ENGINEERING SCIENCES)**

<b>CLASSIFICATION/JOB TITLE</b>	<b>FEE RATE (\$/HR)</b>
Professional Registered Engineer	\$138.00
Principal Engineer	\$165.00
Field Engineer	\$103.50
Auto Cad Technician	\$109.02
Clerical	\$61.33

**CLASSIFICATION AND HOURLY FEE RATES FOR SUBCONSULTANT (BENNET & PLESS, INC.)**

<b>CLASSIFICATION/JOB TITLE</b>	<b>FEE RATE (\$/HR)</b>
Threshold Representative	\$125.00
Threshold Inspector	\$245.00
Administrative	\$85.00

**CLASSIFICATION AND HOURLY FEE RATES FOR SUBCONSULTANT (ORCHID GROUP, INC.)**

<b>CLASSIFICATION/JOB TITLE</b>	<b>FEE RATE (\$/HR)</b>
Real Estate Subject Matter Expert	\$250.00

**SCHEDULE OF REIMBURSABLE & ADDITIONAL CHARGES**

The total not-to-exceed amount for reimbursable charges shall be **Eighty-Five Thousand Dollars** and **Zero cents (\$85, 000.00)**.

COUNTY will reimburse CONSULTANT for the following:

- A. Cost Opinion Allowance- Not to exceed \$20,000.00
- B. Design Contingency- with written County Approval not to exceed \$50,000.00
- C. Expense of reproduction beyond the costs associated with providing monthly status, invoices, reports and routine correspondence:
  - Plan Sheet (24" x 36") \$1.50 per sheet
  - Plan Sheet (oversize) actual cost



Color Photo Copies (8-1/2" x 11")	\$2.00 per page
Copy Machine Reproductions	\$0.15 per copy

- D. Actual charges for long distance telephone calls, including applicable local, state and federal taxes, but excluding those made to Manatee, Sarasota, Orange, Polk, Pinellas or Hillsborough counties, as documented by copies of original invoices.
- E. Travel at the written request of COUNTY will be reimbursed in accordance with the limitations provided in Florida Statute 112.061, excluding travel in Manatee, Sarasota, Orange, Polk, Pinellas or Hillsborough Counties.

Per Diem	\$36.00 per day
Hotel Accommodations	actual cost
Mileage	\$.555 per mile

- F. Actual charges for application fees charged in the process of obtaining the permits outlined in the scope of work as documented by copies of original invoices.
- G. Actual charges for Courier Service furnished at the request of COUNTY, at rates not to exceed \$12.00 per package and to be documented by copies of original invoices.
- H. Actual time for computer modeling service (to include CAD, GIS, hydraulic modeling, process modeling, and CFD) at rates not to exceed \$12.00 per hour as documented by copies of records of service use.

Project Work Plan Person-Hour Estimates are on the following 5 pages.

[Remainder of page intentionally left blank]

**Design Criteria Package for the Manatee County Administration Building Parking Garage  
Project No. 6069902 / RFP No. 24-R083199CD**

**EXHIBIT B - FEE RATE SCHEDULE**

2024.04.10 R2

**Hourly Breakdown for Sweet Sparkman Architects, Inc.**

Phase 1 -Design Criteria Package (DCP)

<b>Job Title</b>	<b>Hours</b>	<b>Rate</b>	<b>Total Fee</b>
Senior Principal	348	\$235.00	\$81,780.00
Principal	24	\$210.00	\$5,040.00
Project Manager	936	\$185.00	\$173,160.00
Project Architect	504	\$165.00	\$83,160.00
Project Designer	2072	\$130.00	\$269,360.00
Designer / CAD Technician	768	\$95.00	\$72,960.00
Clerical / Procurement	160	\$90.00	\$14,400.00
<b>SUB TOTAL</b>			<b>\$699,860.00</b>

Phase 2 - Bidding Phase & Private Entity Submittal Evaluation

<b>Job Title</b>	<b>Hours</b>	<b>Rate</b>	<b>Total Fee</b>
Senior Principal	16	\$235.00	\$3,760.00
Principal		\$210.00	\$0.00
Project Manager	40	\$185.00	\$7,400.00
Project Architect	12	\$165.00	\$1,980.00
Project Designer	24	\$130.00	\$3,120.00
Designer / CAD Technician		\$95.00	\$0.00
Clerical / Procurement	4	\$90.00	\$360.00
<b>SUB TOTAL</b>			<b>\$16,620.00</b>

Phase 3 Design Document Review

<b>Job Title</b>	<b>Hours</b>	<b>Rate</b>	<b>Total Fee</b>
Senior Principal	40	\$235.00	\$9,400.00
Principal		\$210.00	\$0.00
Project Manager	224	\$185.00	\$41,440.00
Project Architect	40	\$165.00	\$6,600.00
Project Designer	40	\$130.00	\$5,200.00
Designer / CAD Technician	40	\$95.00	\$3,800.00
Clerical / Procurement	12	\$90.00	\$1,080.00
<b>SUB TOTAL</b>			<b>\$67,520.00</b>

EXHIBIT B - FEE RATE SCHEDULE (cont.)

Phase 4 Limited Construction Administration

Job Title	Hours	Rate	Total Fee
Senior Principal	72	\$235.00	\$16,920.00
Principal		\$210.00	\$0.00
Project Manager	576	\$185.00	\$106,560.00
Project Architect	288	\$165.00	\$47,520.00
Project Designer	288	\$130.00	\$37,440.00
Designer / CAD Technician	288	\$95.00	\$27,360.00
Clerical / Procurement	144	\$90.00	\$12,960.00
SUB TOTAL			\$248,760.00
<b>GRAND TOTAL SWEET SPARKMAN ARCHITECTS, INC.</b>			<b>\$1,032,760.00</b>

Hourly Breakdown for Walker Consultants

Phase 1 -Design Criteria Package (DCP)

Job Title	Hours	Rate	Total Fee
Principal / Director	40	\$290.00	\$11,600.00
Senior Engineer	50	\$290.00	\$14,500.00
Senior Consultant	97	\$235.00	\$22,795.00
Project Engineer	135	\$205.00	\$27,675.00
Project Manager / Consultant	320	\$235.00	\$75,200.00
Designer	270	\$200.00	\$54,000.00
Administrative Assistant	45	\$120.00	\$5,400.00
SUB TOTAL			\$211,170.00

Phase 2 - Bidding Phase & Private Entity Submittal Evaluation

Job Title	Hours	Rate	Total Fee
Principal / Director		\$290.00	\$0.00
Senior Engineer		\$290.00	\$0.00
Senior Consultant	20	\$235.00	\$4,700.00
Project Engineer		\$205.00	\$0.00
Project Manager / Consultant	24	\$235.00	\$5,640.00
Designer	5	\$200.00	\$1,000.00
Administrative Assistant		\$120.00	\$0.00
SUB TOTAL			\$11,340.00

Phase 3 Design Document Review

Job Title	Hours	Rate	Total Fee
Principal / Director	20	\$290.00	\$5,800.00
Senior Engineer	0	\$290.00	\$0.00
Senior Consultant	20	\$235.00	\$4,700.00
Project Engineer	0	\$205.00	\$0.00
Project Manager / Consultant	90	\$235.00	\$21,150.00
Designer	0	\$200.00	\$0.00
Administrative Assistant	0	\$120.00	\$0.00
SUB TOTAL			\$31,650.00

EXHIBIT B - FEE RATE SCHEDULE (cont.)

Phase 4 Limited Construction Administration

Job Title	Hours	Rate	Total Fee
Principal / Director	0	\$290.00	\$0.00
Senior Engineer	0	\$290.00	\$0.00
Senior Consultant	0	\$235.00	\$0.00
Project Engineer	70	\$205.00	\$14,350.00
Project Manager / Consultant	48	\$235.00	\$11,280.00
Designer	0	\$200.00	\$0.00
Administrative Assistant	0	\$120.00	\$0.00
SUB TOTAL			\$25,630.00
<b>GRAND TOTAL WALKER CONSULTANTS</b>			<b>\$279,790.00</b>

Hourly Breakdown for Universal Engineering Sciences, LLC (UES)

Task A - Geotechnical Services

Job Title	Hours	Rate	Total Fee
Geotechnical Engineering/Professional:			
Professional Registered Engineer	2	\$138.00	\$276.00
Principal Engineer	2	\$165.60	\$331.20
Field Engineer	12	\$103.50	\$1,242.00
Auto Cad Technician	8	\$109.02	\$872.16
Clerical	2	\$61.33	\$122.66
SUBTOTAL			\$2,844.02
Field Testing / Support	n/a		\$24,166.00
Laboratory Testing	n/a		\$1,828.50
Task D: Asbestos-Containing Materials Survey	n/a		\$3,100.00
<b>GRAND TOTAL UNIVERSAL ENGINEERING SCIENCES (UES)</b>			<b>\$31,938.52</b>

**Hourly Breakdown for Kimley-Horn and Associates, Inc.**

Phase 1 - Design Criteria Package (DCP)

Job Title	Hours	Rate	Total Fee
Principal Civil Engineer	50	\$240.00	\$12,000.00
Senior Civil Engineer	90	\$210.00	\$18,900.00
Civil Engineer Analyst	90	\$180.00	\$16,200.00
Senior Designer	60	\$170.00	\$10,200.00
Designer	90	\$150.00	\$13,500.00
Principal Landscape Architect	50	\$240.00	\$12,000.00
Senior Landscape Architect	40	\$210.00	\$8,400.00
Landscape Analyst	70	\$180.00	\$12,600.00
Principal MEP Engineer	90	\$240.00	\$21,600.00
Senior MEP Engineer	120	\$210.00	\$25,200.00
MEP Engineer Analyst	100	\$180.00	\$18,000.00
Principal Planner	10	\$240.00	\$2,400.00
Senior Planner	0	\$210.00	\$0.00
<b>SUB TOTAL</b>			<b>\$171,000.00</b>

Phase 2 - Bidding Phase & Private Entity Submittal Evaluation

Job Title	Hours	Rate	Total Fee
Principal Civil Engineer	2	\$240.00	\$480.00
Senior Civil Engineer	20	\$210.00	\$4,200.00
Civil Engineer Analyst	10	\$180.00	\$1,800.00
Principal Landscape Architect	5	\$240.00	\$1,200.00
Senior Landscape Architect	5	\$210.00	\$1,050.00
Landscape Analyst	5	\$180.00	\$900.00
Principal MEP Engineer	5	\$240.00	\$1,200.00
Senior MEP Engineer	5	\$210.00	\$1,050.00
MEP Engineer Analyst	5	\$180.00	\$900.00
<b>SUB TOTAL</b>			<b>\$12,780.00</b>

Phase 4 Limited Construction Administration

Job Title	Hours	Rate	Total Fee
Principal Civil Engineer	3	\$240.00	\$720.00
Senior Civil Engineer	60	\$210.00	\$12,600.00
Civil Engineer Analyst	10	\$180.00	\$1,800.00
Principal Landscape Architect	5	\$240.00	\$1,200.00
Senior Landscape Architect	10	\$210.00	\$2,100.00
Landscape Analyst	5	\$180.00	\$900.00
Principal MEP Engineer	5	\$240.00	\$1,200.00
Senior MEP Engineer	10	\$210.00	\$2,100.00
MEP Engineer Analyst	10	\$180.00	\$1,800.00
<b>SUB TOTAL</b>			<b>\$24,420.00</b>
Task B - Survey (NTE)			\$7,000.00
<b>GRAND TOTAL KIMLEY-HORN AND ASSOCIATES, INC.</b>			<b>\$215,200.00</b>

**Hourly Breakdown for Bennett & Pless, Inc.**

EXHIBIT B - FEE RATE SCHEDULE (cont.)

Task C - Threshold Survey

Job Title	Hours	Rate	Total Fee
Threshold Representative	576	125	\$72,000.00
Threshold Inspector	144	\$245.00	\$35,280.00
Administrative	288	\$85.00	\$24,480.00
<b>GRAND TOTAL BENNET &amp; PLESS, INC.</b>			<b>\$131,760.00</b>

Hourly Breakdown for Orchid Group, Inc.

Task E Real Estate / Development Subject Matter Expert (SME) Hourly, Not to Exceed

Job Title	Hours	Rate	Total Fee
Real Estate Subject Matter Expert - Hourly NTE	400	250	\$100,000.00
<b>GRAND TOTAL ORCHID GROUP, INC.</b>			<b>\$100,000.00</b>

<b>TOTAL PROJECT FEES (EXCLUDING REIMBURSABLE EXPENSES):</b>	<b>\$1,791,448.52</b>
<b>REIMBURSABLE EXPENSES (Not to Exceed): SSAI &amp; Consultants</b>	<b>\$15,000.00</b>
<b>ALLOWANCE: COST OPINION</b>	<b>\$20,000.00</b>
<b>DESIGN CONTINGENCY (Approval Required)</b>	<b>\$50,000.00</b>
<b>GRAND TOTAL</b>	<b>\$1,876,448.52</b>

**EXHIBIT C, AFFIDAVIT OF NO CONFLICT**

STATE OF Florida  
COUNTY OF Sarasota

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] \_\_\_\_\_  
Todd M. Sweet, as [INSERT TITLE] President / Principal of  
[INSERT CONSULTANT NAME] Sweet Sparkman Architects, Inc. (hereinafter  
"CONSULTANT") with full authority to bind, who being first duly sworn, deposes and says that  
CONSULTANT:

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

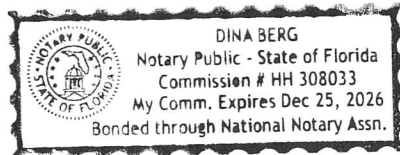
CONSULTANT makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 24-R083199CD for Design Criteria Package Services for Manatee County Administration Building Parking Garage Reconstruction Project

DATED this 13 day of APRIL, 2024.

[Signature]  
CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this 12<sup>th</sup> day of April, 2024, by [NAME] Todd M. Sweet, as [TITLE] President / Principal of [CONSULTANT] Sweet Sparkman Architects, Inc.  He  She is personally known to me or has produced n/a [TYPE OF IDENTIFICATION] as identification.

Dina Berg  
Notary Signature  
Commission No. HH 308033



## **EXHIBIT D, INSURANCE AND BOND REQUIREMENTS**

### **REQUIRED INSURANCES**

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

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

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

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

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

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

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

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

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

#### **Employer’s Liability Insurance**

Coverage limits of not less than:

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



Worker's Compensation Insurance

**US Longshoremen & Harbor Workers Act**

**Jones Act Coverage**

Coverage limits of not less than:

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

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

**Aircraft Liability Insurance Required Limits**

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

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

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

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

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

**Installation Floater Insurance**

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

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

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

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

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

**Builder's Risk Insurance**

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

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

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

**Cyber Liability Insurance**

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

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

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

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

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government. All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract.

Limits must not be less than:

***Pollution Liability***

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

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

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

***Disposal***

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

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

**Hazardous Waste Transportation Insurance**

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

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

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

**Liquor Liability Insurance**

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

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

**Garage Keeper’s Liability Insurance**

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

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

include limits not less than:

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

**Bailee’s Customer Liability Insurance**

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

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

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

**Hull and Watercraft Liability Insurance**

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

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

**Other [Specify]**

**REQUIRED BONDS**

**Bid Bond**

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

**Payment and Performance Bond**

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

## **I. INSURANCE REQUIREMENTS**

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

### **Commercial General Liability and Automobile Liability Coverages**

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

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

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

### **Workers' Compensation and Employers' Liability Coverages**

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

## **II. General Insurance Provisions Applicable To All Policies:**

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

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

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

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

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

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

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

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

### III. BONDING REQUIREMENTS

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]



**CONSULTANT'S INSURANCE STATEMENT**

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

Date: APRIL 12, 2024

Consultant's Name: Sweet Sparkman Architects, Inc.

Authorized Signature: 

Printed Name/Title: Todd M. Sweet, AIA, LEED AP

Insurance Agency: Iron Ridge/Hilb Group - GL, Umbrella, PL  
Purmort Insurance - Auto  
TriNet - WC

Agent Name: Iron Ridge - Lisa Scholder  
Purmort - Sara Lowe

Agent Phone: Lisa Scholder - 239-208-8214  
Sara Lowe - 941-552-4172

Surety Agency: n/a

Surety Name: n/a

Surety Phone: n/a

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Iron Ridge Insurance 17595 S Tamiami Trail #107 Fort Myers FL 33908		<b>CONTACT NAME:</b> Karen Brinkley <b>PHONE (A/C, No, Ext):</b> (800) 775-8526 <b>E-MAIL ADDRESS:</b> kbrinkley@ironridgeus.com <b>FAX (A/C, No):</b> (239) 288-7544	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Continental Casualty Company	<b>NAIC #</b> 20443
		<b>INSURER B:</b> Hudson Insurance Company	25054
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL236109725 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	B 7013601623	06/02/2023	06/02/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			B 7015301206	06/02/2023	06/02/2024	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PRB 06 19 116626	05/24/2023	05/24/2024	Per Claim \$2,000,000
							Aggregate \$2,000,000

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

Agreement No. Agreement No. 24-R083199CD Design Criteria Package Services for Manatee County Administration Parking Garage Reconstruction Project

Manatee County, a Political Subdivision of the State of Florida, is additional insured on general liability policies in a primary and non-contributory basis where required by written contract. A waiver of subrogation is in favor of the additional insured on the general liability policy where required by written contract. 30 days notice of cancellation except 10 days for non-payment. Professional Liability is written on a claims-made basis

**CERTIFICATE HOLDER****CANCELLATION**

Manatee County, a Political Subdivision of the State of Florida Attn: Risk Management Division 1112 Manatee Ave West Ste 969 Bradenton FL 34205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

XC8

DATE (MM/DD/YYYY)  
04/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
AON RISK SERVICES SOUTH INC  
3550 LENOX ROAD NORTHEAST  
SUITE 1700  
ATLANTA GA 30326

**CONTACT NAME:** Aon Risk Services, Inc of Florida

**PHONE (A/C, No, Ext):** 833-506-1544

**FAX (A/C, No):**

**EMAIL ADDRESS:** work.comp@trinet.com

**INSURER(S) AFFORDING COVERAGE**

**NAIC #**

**INSURER A:** Indemnity Insurance Company of North America

43575

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**INSURED**  
TriNet Group, Inc.  
SWEET SPARKMAN ARCHITECTS, INC.  
1 Park Place, Suite 600  
Dublin, CA 94568-7983

## COVERAGES

**CERTIFICATE NUMBER:** 15748220

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEC    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR_C52193801	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

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

Workers Compensation coverage is limited to worksite employees of SWEET SPARKMAN ARCHITECTS, INC. through a co-employment agreement with TriNet HR III, Inc..  
Project: Agreement No. 24-R083199CD. Design Criteria Package Services for Manatee County Administration Parking Garage Reconstruction Project

## CERTIFICATE HOLDER

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

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services South Inc*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Purmort and Martin Insurance Agency LLC 2301 Ringling Boulevard  Sarasota FL 34237		<b>CONTACT NAME:</b> Certificates <b>PHONE (A/C, No, Ext):</b> (941) 366-7070 <b>FAX (A/C, No):</b> (941) 953-4901 <b>E-MAIL ADDRESS:</b> certificates@purmort.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Auto-Owners	<b>NAIC #</b> 18988
<b>INSURED</b>		<b>INSURER B:</b>	
Sweet Sparkman Architects Inc 1819 Main St Ste 400		<b>INSURER C:</b>	
SARASOTA FL 34236-5975		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 23-24 Auto**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> 19 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		5236451900	06/13/2023	06/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Non-owned \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Agreement No. 24-R083199CD  
 Design Criteria Package Services for Manatee County Administration Parking Garage Reconstruction Project  
 Manatee County, a Political Subdivision of the State of Florida is listed as additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

Manatee County, a Political Subdivision of the State of Florida Attn: Risk Management Division 1112 Manatee Avenue W, Ste 969 Bradenton FL 34205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## ADDITIONAL COVERAGES

Ref #	Description CAPP	Coverage Code CAPP	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$30.41
Ref #	Description Uninsured motorist BI split limit	Coverage Code UMISP	Form No.	Edition Date
Limit 1 25,000	Limit 2 50,000	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date
Limit 1 10,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description WRRPA	Coverage Code WRRPA	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$50.00
Ref #	Description ADI	Coverage Code ADI	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium \$50.00
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15)

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

**SECTION V CONDITIONS, A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

**5. Our Right to Recover Payments**

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

58583 (1-15)

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Page 1 of 1