

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



REQUEST FOR PROPOSAL

CCNA PROFESSIONAL SERVICES NON-CONTINUING CONTRACT

SUBMITTALS ARE OPENED PUBLICLY AND

ARE ACCEPTED VIA OPENGOV

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

ISSUE DATE: Wednesday, December 6, 2023

SOLICITATION NUMBER: 24-0175-RFP-CCNA

SOLICITATION TITLE: East Lake Road from Curlew Road to North Trinity Boulevard PD&E Study - Professional Engineering Consulting Services

DEADLINE FOR WRITTEN QUESTIONS: Thursday, December 28, 2023 by 3:00 PM Eastern Time

SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE Q&A - SECTION.

ALL SUBMITTALS ARE DUE BY: Tuesday, January 9, 2024 by 3:00 PM Eastern Time

PRE-CONFERENCE INFORMATION: N/A

SITE VISIT INFORMATION: N/A

SOLICITATION CONTACT INFORMATION:

NAME: Pamela Ulrich, Lead Procurement Analyst

EMAIL: plulrich@pinellas.gov

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.

The Purchasing and Risk Management Division for the Pinellas County Board of County Commissioners has transitioned to OpenGov Procurement for contractor/vendor registration, and for posting, submitting and receiving bids, quotes and proposals for active solicitations. Contractors/Vendors must register with OpenGov Procurement (<https://procurement.opengov.com/signup>) to bid on active County solicitations.

Should you need technical assistance with OpenGov, the following options are available for assistance:

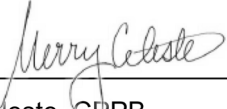
- Phone: (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday
- Email: procurement-support@opengov.com
- Chat is available in the OpenGov application
- Web: <https://help.procurement.opengov.com>

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this solicitation.

Before submitting, you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

AUTHORIZED BY:



Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

VENDORS MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A PROPOSER WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE AGREEING TO ALL PROPOSAL TERMS AND CONDITIONS INCLUDING ALL INSURANCE REQUIREMENTS.

VENDOR NAME: _____ (As shown on W-9)

DBA: _____ (If applicable)

MAILING ADDRESS: _____ (As shown on W-9)

CITY / STATE / ZIP: _____ (As shown on W-9)

VENDOR EMAIL: _____ (Primary Company Email Address)

REMIT TO NAME: _____ (As Shown on Vendor Invoice)

FEIN#: _____ (As shown on W-9)

PAYMENT TERMS: ____% ____DAYS, NET 45 (PER F.S. 218.73)

DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit dos.myflorida.com/sunbiz/ for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

VENDOR CONTACT INFORMATION

CONTACT NAME: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS SOLICITATION, INCLUDING ALL INSURANCE REQUIREMENTS, AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS SOLICITATION FOR THE VENDOR.

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

SEE SECTION F FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

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SECTION A - GENERAL CONDITIONS**SECTION A - GENERAL CONDITIONS****1. CONTRACTOR SUBMISSION**

Submittals shall be uploaded utilizing OpenGov procurement website (<https://secure.procurenow.com/portal/pinellasfl>)

- a. Failure to comply could result in the submittal being rejected.
- b. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda shall become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

3. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a. Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b. Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c. Pinellas County reserves the right to reject any or all submittals. The respective constitutional officer, county administrator on behalf of the board of county commissioners or within their delegated financial approval authority, or director of purchasing, within their delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of the agreement.
- d. Pinellas County reserves the right to cancel the entire Request for Proposal.
- e. Pinellas County reserves the right to remedy or waive minor informalities or irregularities, or immaterial errors in the Request for Proposal or in proposals submitted.
- f. Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.

4. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparations and submissions to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the contractor(s). No payment will be made for any responses received, or for any other effort required of, or made by, the contractor(s) prior to contract commencement unless otherwise specified in the Scope of Work in this solicitation.

5. ORAL PRESENTATION

An oral presentation may be requested of any contractor, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process shall be utilized to short list proposals. If required as part of the evaluation process, the oral presentation shall be scored as specified in the Scope of Work of the RFP. The most qualified contractor as determined by evaluation process shall proceed with the contracting process.

6. CONFLICT OF INTEREST

- a. The contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that no person having any such interest shall be employed during the agreement term and any extensions. In addition, the contractor shall not offer gifts or gratuities to County employees as County employees

SECTION A - GENERAL CONDITIONS

are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.

- b. The contractor shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.
- c. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

7. WITHDRAWAL OF PROPOSAL

The submittal may be withdrawn prior to the bid opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

8. LATE PROPOSAL OR MODIFICATIONS

- a. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
- b. Modifications in writing received prior to the time set for the submittal will be accepted.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida apply to any purchase made under this solicitation. Contractors shall comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.

10. RIGHT TO AUDIT

Pinellas County reserves the privilege of auditing a contractor's records as such records relate to purchases between Pinellas County and said contractor. Such audit privilege is provided for within the text of the Pinellas County Code §2-187. Records should be maintained for five (5) years from the date of final payment.

11. SCRUTINIZED COMPANIES AND PUBLIC ENTITIES CRIME ACT

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

12. COUNTY INDEMNIFICATION

If the CONSULTANT is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design,

SECTION A - GENERAL CONDITIONS

construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

13. TERMINATION

- a. Pinellas County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.
- c. In addition to all other legal remedies available to the Pinellas County, the Pinellas County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the Pinellas County.
- d. In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

14. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

The contractor shall perform this agreement. If a contractor intends to subcontract a portion of this work, the contractor must disclose that intent in the solicitation. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the contractor shall provide written notice to the County within thirty (30) business days of contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding an agreement to a contractor, which has disclosed its intent to assign or subcontract in its response to the solicitation, without exception shall constitute approval for purposes of this agreement. The contractor must inform the County in writing within forty-five (45) business days if the contractor's business entity's name changes. The contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the contractor for a business entity name change that the County was not made aware of as reflected herein.

15. LOBBYING

"Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a

SECTION A - GENERAL CONDITIONS

bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director."

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

16. PROTEST PROCEDURE

As per Section 2-162 of County Code

- a. Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed."
- b. "Posting. The purchasing department shall post the recommended award on or through the departmental website."
- c. Requirements to protest.
 1. "If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."
 2. "If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."
 3. "The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."
 4. "A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer."
- d. "Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."
- e. "Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall

SECTION A - GENERAL CONDITIONS

begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."

- f. "Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."
- g. "Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."
- h. "Review of director's decision."
 - 1. "The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the director."
 - 2. "The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."
- i. "Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

17. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS

Contractors shall use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a contractor wishes to propose must be clearly stated in the contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

18. AGREEMENT

In addition to being subject to all terms and conditions in this solicitation, all responses are subject to the terms and conditions in the agreement attached to the solicitation. Additional or modified terms and conditions in the agreement may be necessary depending on the responses to the solicitation, including any exceptions stated by the contractor as required by Section A, PREPARATION OF SUBMITTAL of this solicitation. However, the County may reject any exception proposed by the contractor and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

19. OWNERSHIP OF DOCUMENTS

- a. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this solicitation are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Contractor shall be delivered by the Contractor to the County at the conclusion of the project or the termination of the Contractor's services.
- b. When such documents are provided to other parties, the Contractor shall ensure return of the County's property.

20. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The Contractor acknowledges that it is responsible

SECTION A - GENERAL CONDITIONS

for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement shall be considered a material breach and shall be ground for immediate termination of the agreement.

21. PROHIBITION AGAINST CONTINGENT FEE

The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this agreement.

22. TRUTH IN NEGOTIATIONS:

The Contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

23. JOINT VENTURES

All contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes).

Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

24. PAYMENT/INVOICES

Contractor shall submit invoices for payment as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. Seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable

Pinellas County Board of County Commissioners

P.O. Box 2438

Clearwater, FL 33757

Email: FinanceAccountsPay@MyPinellasClerk.org

Each invoice shall include, at a minimum, the contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the contractors also include the information shown below. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

Remit To: Billing address to which you are requesting payment be sent

Invoice Date: Creation date of the invoice

Contractor Information: Company name, mailing address, phone number, contact name and email address as provided on the purchase order

Invoice Number: Company tracking number

SECTION A - GENERAL CONDITIONS

Shipping Address: Address where goods and/or services were delivered

Ordering Department: Name of ordering department, including name and phone number of contact person

Purchase order Number: Standard purchase order number

Ship Date: Date the goods/services were sent/provided

Quantity: Quantity of goods or services billed

Description: Description of services or goods delivered

Unit Price: Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total: Sum of all line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge Contractor to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at:

www.pinellas.gov/purchase.

25. TAXES

- a. The County is exempt from all state and federal sales, use, transportation and excise taxes. The Laws of the State of Florida provide that sales and use taxes are payable by the Contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the Contractor and be deemed to have been included in the solicitation.
- b. Payments to Pinellas County are subject to applicable Florida taxes.

26. DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS

Payment of invoices for work performed for Pinellas County Board of County Commissioners is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- a. Pinellas County shall notify the Contractor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the Contractor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the Contractor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the Contractor should then resubmit the invoice as a corrected invoice to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is define as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- b. Should a dispute result between the Contractor and the County about payment of a payment request or an invoice then the Contractor should submit their dissatisfaction in writing to the requesting department. Each Requesting Department shall assign a representative who shall act as a dispute manager to resolve the issue at departmental level.
- c. The dispute manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas

SECTION A - GENERAL CONDITIONS

County, and shall not extend beyond sixty (60) days' after the date on which the payment request or invoice was received by Pinellas County.

- d. The dispute manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the proper authority. Proper authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The dispute manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- e. Pinellas County dispute resolution procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- f. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the Contractor's favor the County shall pay interest as of the original date the payment was due.
- g. Pursuant to sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney fees, including fees incurred as a result of an appeal to the prevailing party. This provision is applicable if the non-prevailing party held back payment that was the reason for the dispute without any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

27. INSURANCE

Notice: The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible submitter may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible submitter.

28. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Contractor shall provide an additional copy of the Contractors submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, Contractor acknowledges and agrees:

- i. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the Contractor shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than ten (10) calendar days from the date of notification or Contractor will be deemed to have waived the trade secret designation of the materials;
- ii. That to the extent that the Contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the Contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- iii. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the

SECTION A - GENERAL CONDITIONS

designation of trade secrets by the Contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.

- iv. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total contractor prices, the work, services, project, goods, and/or products to be provided by Contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the Contractor is not acceptable to the County and will result in a determination that the Contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

29. PUBLIC RECORDS – CONTRACTOR'S DUTY

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellas.gov

30. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

It is the policy of the Board of County Commissioners that SBE certified firms have the maximum opportunity to participate on County projects either as a prime or sub-consultant. To be certified as a Pinellas County SBE, firms must apply through Pinellas County Economic Development. To qualify for the SBE program, your firm must serve a commercially useful function; must be located in one of four (4) counties (Pinellas / Hillsborough / Pasco / Manatee) and have annual sales of goods and services not exceeding the maximum three (3) year average of three (3) million dollars for goods/services or gross revenues not exceeding eight (8) million dollars for construction and not exceed a maximum of three (3) year average of fifty (50) employees.

To apply for the SBE Program, please visit the Pinellas County Economic Development website at pinellascounty.sbecompliance.com

31. E-VERIFY

The Contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

SECTION A - GENERAL CONDITIONS

If a contractor enters a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

SECTION B – SPECIAL CONDITIONS

SECTION B – SPECIAL CONDITIONS**1. INTENT**

The purpose of this competitive process is to ensure Pinellas County compliance with Section 287.055 Florida Statutes known as the “Consultants’ Competitive Negotiation Act” (CCNA). The CCNA establishes contracting procedures by which counties must select architects, professional engineers, landscape architects, and surveyors and mappers (“Professional Firms”) for architectural, engineering, landscaping and mapping services (“Professional Services”). The CCNA process allows for professional firms to be chosen on quality of personnel, minority business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each Professional Firm by the County.

2. PERIOD OF CONTRACT

Services performed pursuant to this contract shall remain in effect for twelve hundred sixty (1260) consecutive calendar days(s) from the commencement date on the Notice to Proceed. This Agreement shall become effective on the date of execution of the Agreement.

3. NON-MANDATORY SITE VISIT - NOT APPLICABLE**4. PRE-COMMENCEMENT MEETING – NOT APPLICABLE****5. EVALUATION CRITERIA FOR WRITTEN PROPOSALS**

Following is the criteria that will be used by the County to evaluate and score responsive written proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. If an oral presentation is requested, a minimum of 3 highest ranked firms (if at least three firms submitted and are deemed qualified to proceed) shall be shortlisted and invited to an oral presentation. The average written scores from the short-listed firms are carried forward. Final ranking recommendation is based on the combined average scores obtained for a total potential 2,000 points.

A. Ability of Firm and its Professional Personnel. Willingness and Ability to Meet Schedule and Budget Based on Current and Projected Workload, and understanding of the project. 425 Points

1. Reviews the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
2. Reviews the professional resources available to properly provide services as requested in the RFP document.
3. Reviews the project team to ensure the team proposed contains all of the critical disciplines required.
4. Prime team proposed should have exceptional professional resources to properly provide services.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.
6. Evaluates the workload commitments that will impact the firm’s ability to complete services on schedule.
7. The submittal should demonstrate that the firm has adequate time available and personnel to compete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.
8. Evaluation of the firm’s understanding of the overall project including the scope of work which may include, but is not limited to, studies performed that affect the project, key design elements and effect on the community involved.

B. Firm Experience with Projects of Similar Size and Past Performance 375 Points

1. Reviews the firms experience with projects of similar size, type and scope and the performance on those specific projects.
2. The prime firm must have adequate, recent (within the past five years) experience with projects of similar type as defined in the RFP document.
3. Experience pertaining to specific Pinellas County projects may also be considered. Pinellas County staff shall not however furnish references for such projects.

SECTION B – SPECIAL CONDITIONS

4. The scope of services provided should represent projects that are similar to those defined in the RFP document.
5. The overall performance of the firm relative to projects of similar size and scope should be evaluated.

C. Volume of Work Previously Awarded by the County**50 Points**

Pre-populated by the Purchasing Department, the purpose of this criterion is to effect an equitable distribution of contracts. This criterion is evaluated based on all CCNA Non-Continuing contracts awarded to a firm during the two (2) previous completed fiscal years through to current date. The date utilized for establishing award shall be the date the Board of County Commissioners or County Administrator initially awards the contract. The points are worth 5 percent of the overall points available and are distributed as follows:

- \$0 - \$200,000 – 5% of points available
- \$200,001 - \$400,000 – 4% of points available
- \$400,001 – \$600,000 – 3% of points available
- \$600,001- \$800,000 – 2% of points available
- \$800,001 - \$1,000,000 – 1% of points available
- Over \$1,000,000 – 0% of points available

Based on a typical 1,000-point evaluation scoring process, a firm deemed to be in the \$0-\$200,000 category threshold would be allotted 50 points etc.

D. Minority Business Status**25 Points**

Provides points pre-populated by the Purchasing Department for minority business status as designated by the State of Florida. If the firm, or its sub-consultant, is designated as a minority business by the Florida State Office of Supplier Diversity, Department of Management Services, 2.5% of the total evaluation points are awarded. If the firm does not have minority business status as per the Florida State Office of Supplier Diversity, Department of Management Services, 0% of the points available are awarded.

E. Pinellas County Small Business Enterprise (SBE) Status**100 Points**

Provides points pre-populated by the Purchasing Department for SBE status as designated by Pinellas County. To qualify, a firm or its sub consultants must be located in one of 4 counties (Pinellas / Hillsborough / Pasco / Manatee) and have annual sales of goods/services not exceeding the maximum 3 year average of 3 million dollars or gross revenues not exceeding 8 million dollars for construction and not exceed a maximum 3 year average of 50 employees.

Prime firm or sub-consultant must directly associate Small Business Enterprise (SBE) and be an integral part as defined by CCNA Florida Statute Section 287.055 and cannot consist of vendors or suppliers from office supply, printing services, etc.

If the prime firm is certified as a Pinellas County SBE, 100 points will be awarded. If the prime firm is not a certified Pinellas County SBE and utilizes 1 certified Pinellas County SBE as sub-consultant, 50 points will be awarded. If the prime firm utilizes more than 1 certified Pinellas County SBE as sub-consultant, 75 points will be awarded. Failure to utilize certified sub-consultants, as presented in your submittal and evaluated accordingly may affect future awards to your company. A prime firm or sub-consultant must be certified through Pinellas County Economic Development as an SBE prior to submission of your proposal document. If the prime firm nor any of its sub-consultants are not certified as a Pinellas County SBE, 0% of the points available will be awarded.

Proposer must provide complete SBE Status Form (Attachment A).

F. Location**25 Points**

Provides points pre-populated by the Purchasing Department. Evaluates the location of the project team relative to Pinellas County including the prime firm and project manager. If firm has an established office located in Pinellas, Manatee, Hillsborough or Pasco counties, 25 points are awarded. If not, no points will be awarded.

Total 1,000 Points

SECTION B – SPECIAL CONDITIONS**6. EVALUATION CRITERIA FOR ORAL PRESENTATIONS**

An oral presentation may be requested at the evaluation committee's discretion. The average scores from the written evaluation phase will be carried forward (for the shortlisted firms deemed qualified to proceed) and combined with average scores from the oral presentation process for one total average score potential of 2,000 points.

- | | |
|--|-------------------|
| a. <u>Understanding of Project /Firm Qualifications</u> | 500 Points |
| <ol style="list-style-type: none"> 1. Evaluation of the firm's understanding of the overall project including the scope of work which may include but is not limited to; studies performed that affect the project, key design elements and effect on the community involved. 2. Evaluation of the firm's qualifications and qualifications of the individuals proposed for the project including the project manager and staff of the firm to be assigned. Qualifications shall include but not be limited to experience with similar projects, management experience, firm experience etc. | |
| b. <u>Ability to Provide Required Services Within the Schedule and Budget</u> | 300 Points |
| Evaluation of the firm's overall approach including experience in scheduling projects, systems that will be used to keep track of the project schedule, cost control, quality assurance and quality control, issues and methods employed to avoid cost overruns and project delays. | |
| c. <u>Managerial Methods used to Plan, Design and Administer the Project</u> | 200 Points |
| Evaluation of the overall approach to the project proposed by the firm and the appropriateness of the methods proposed to plan, design and administer the project in relation to the scope of work and County requirements. | |

Total: 1,000 Points**7. INFORMATION PACKAGE**

Request for Letters of Interest for Professional Services As Governed by Florida Statute 287.055

1. "Professional services" is defined as those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
2. An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.
3. A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

8. SUBMITTAL REQUIREMENTS

Submittal of current SF-330 (federal Standard Form), Part I and II, with all sections completed. SF-330 can be obtained from U. S. General Services Administration (GSA) website www.gsa.gov/reference/forms, then select Standard Form on the menu and go to the 330.

The submittals shall be in the format of Standard Forms (SF) 330. **The submittal shall be limited to 90 pages (includes ALL pages).** The selection of the firms will be based on the information provided on the forms and in the additional sections.

A contractor may submit a response as a prime and also be a subcontractor to another firm.

Note: Standard Form (SF) 330 - Part II should be submitted for each firm and for each subcontractor.

Submittal requirements must be indexed and listed in the order described below:

- A. Introduction Tab
 1. Letter of Interest by corporate office or principal of the firm.
 2. Specific Professional services to be offered (please delineate each service your firm offers).
 3. Table of Contents.

SECTION B – SPECIAL CONDITIONS**B. Tab 1 - Standard Form (SF) 330 – Part I & II**

Should be a Maximum of 45 pages and fully completed as required by the law governing Standard Form (SF) 330.

Please furnish a list of 5 projects, where multiple team members worked together, if possible, illustrating the proposed team's qualifications for performance pertaining to this project. The County does not request nor require an amount greater than 5 projects be submitted. Your firm will not be penalized if more than 5 projects are furnished as part of your submittal; however, submitting more than 5 projects will not provide your firm an advantage during the evaluation process.

Note: Information submitted in Tab 2 through Tab 6 should be a maximum of 45 pages.

C. Tab 2 - Statements and Documentation

1. Proof of licenses/certifications
2. Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.
3. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: dos.myflorida.com/sunbiz/. Must be active status.
4. Provide Certificate of Florida Small and Minority Business issued by the Florida State Office of Supplier Diversity, Department of Management Services (if applicable).
5. Provide Attachment A: Small Business Enterprise (SBE) Status Form
6. Provide certificate for each firm claiming Pinellas County SBE status, issued by the Pinellas County Economic Development (if applicable).
7. State and provide address, phone number, contact, etc., if firm has an established office located in Pinellas, Manatee, Hillsborough or Pasco counties.

D. Tab 3 - Certificate(s) of Insurance

Section C reflects the insurance requirements deemed necessary for this project by County Risk Management. It is not necessary to have this level of insurance in effect at the time of submission, but certificates indicating that the insurance is currently carried, or acknowledgment from the carrier indicating upgrade availability will speed the review process.

E. Tab 4 - Key Personnel Statement

Submit a statement that personnel listed in the submittal will be available for and shall be assigned to this project. Failure to produce the proposed key personnel may be grounds for dismissal.

F. Tab 5 -

1. Acknowledgment of Addenda (if applicable).
2. W-9 Request for Taxpayer Identification Number and Certification
3. Section D Vendor References
4. Page 1, Signature Page of the RFP
5. Section F – Electronic Payment (ePayable) form
6. Attachment A: Small Business Enterprise (SBE) Status Form
7. Appendix 1: E-Verify Affidavit

G. Tab 6 - Include any additional information to represent your firm for consideration.

Original letters shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all information may delay evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion.

SECTION B – SPECIAL CONDITIONS

The submittals shall be in the format of Standard Forms (SF) 330. The submittal should be limited to 100 pages (includes ALL possible pages). The selection of the firms will be based on the information provided on the forms and in the additional sections.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to perform as noted in the scope of services and also include information to allow for a clear understanding of past projects, especially in Florida, staff experience and abilities, and any additional information to present your firm for consideration.

An evaluation committee will review the information submitted. Once review is complete and the firm confirms the maximum ceiling for establishing a fee schedule, a recommendation to the Board of County Commissioners will be prepared. This contract will result in negotiated rates that will be fully loaded and will encompass all profit, markup, and local travel expenses. Award(s) resulting from this solicitation shall be subject to the provisions of Section 2-178, contracting for Designated Professional Services of the Ordinances of Pinellas County and Section 10 of the Purchasing Policies and Procedures of Pinellas County.

For questions and additional information, contact person indicated on page 1.

Letters of Interest will be evaluated using the criteria listed in Item 3 of this Section. Firms will be notified in writing if they have been selected in a reasonable time after submittal date.

All proposals shall be signed by authorized principals of the firm.

9. PROPOSAL SUBMITTAL COPIES

The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

A. How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

B. Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

C. My document is a compilation of multiple sources. Should I send multiple PDF files?

Answer- You may, however merging pages/files is a very simple process within PDF.

10. EQUAL OPPORTUNITY / GIFT & GRATUITY POLICY

Pinellas County is committed to a workplace, which is free from harassment or discrimination of any kind. All Contractors and their agents, while performing work and/or services pursuant to this Agreement, are expected to conduct themselves accordingly.

All employees of Pinellas County are prohibited from accepting gifts and/or gratuities from Contractors. Contractor agrees to cause all of its employees, subcontractors, consultants and other agents to honor this policy.

11. BREACH OF CONTRACT

Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute a breach of contract.

SECTION C – INSURANCE REQUIREMENTS**SECTION C – INSURANCE REQUIREMENTS****1. LIMITATIONS ON LIABILITY**

By submitting a Proposal, the Consultant acknowledges and agrees that the services will be provided without any limitation on the Consultant's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Consultant's liability to any specified amount in the performance of the services. The Consultant shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Consultant is deemed to have accepted and agreed to provide the services without any limitation on the Consultant's liability that the Consultant does not take exception to in its response. Notwithstanding any exceptions by the Consultant, the County reserves the right to declare its prohibition on any limitation on the Consultant's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Consultant's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the County relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

3. INSURANCE

The Consultant must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Consultant shall obtain and maintain, and require any sub-Consultants to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Consultant shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include the Consultant's current Certificate(s) of Insurance. If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Consultant for award, the selected Consultant shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at

SECTION C – INSURANCE REQUIREMENTS

InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date.

- 1) The Consultant shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - 2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-consultants to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Consultant and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall.

- 1) Require each subcontractor to be bound to the Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor;
 - 2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract.
 - 3) Provide that County will be an additional indemnified party of the subcontract.
 - 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
 - 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below.
 - 6) Assign all warranties directly to the County.
 - 7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

SECTION C – INSURANCE REQUIREMENTS

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$10,000,000
General Aggregate	\$ 10,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- 4) **Pollution Legal/Environmental Legal Liability Insurance** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

SECTION C – INSURANCE REQUIREMENTS

- b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- c. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

- 5) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.

SECTION D – VENDOR REFERENCES**SECTION D – CONTRACTOR REFERENCES**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Bidders must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.	2.
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:
3.	4.
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:

SECTION E – SCOPE OF WORK**A. OBJECTIVE:**

The proposed PD&E study will evaluate alternatives for capacity and safety improvements along East Lake Road (CR 611) from south of Curlew Road to north of Trinity Boulevard, approximately 9.3 miles.

The overall objective of this study is to accommodate future roadway capacity, improve traffic operations and improve safety conditions on East Lake Road within the project corridor. Alternatives evaluated will include widening the existing roadway to six lanes combined with innovative intersection improvements. Results of a previous study conducted by the County indicate that widening alone will not sufficiently address future capacity needs along the corridor.

B. BACKGROUND

East Lake Road (CR 611) is a principal arterial in Pinellas County, Florida. A Preliminary Corridor Analysis and Alternative Development Study was completed in 2022 for East Lake Road from south of Curlew Road to north of Trinity Boulevard, a distance of approximately 9.3 miles. The purpose of the study was to address congestion, delay, traffic flow, and safety. Twelve intersections occur within the project limits. The study recommended both widening and intersection improvements to provide adequate future capacity.

The project is being advanced to a Project Development and Environment (PD&E) Study to further evaluate alternatives and evaluate potential environmental impacts. The study will be conducted in accordance with the National Environmental Policy Act (NEPA) which will qualify the project for possible federal funding. A Preferred Alternative will be selected at the conclusion of the PD&E Study.

C. SCOPE OF WORK:**1.0 SCOPE OF SERVICES PURPOSE**

The Scope of Services describes the responsibilities of the CONSULTANT and Pinellas County (COUNTY) when conducting Project Development and Environment (PD&E) Studies necessary to comply with DEPARTMENT procedures and underlying laws and regulations and to obtain FL Department of Transportation approval of the Environmental Document.

All activities encompassed by this Scope of Services include:

- Major work groups include: 2.0, 3.2, 4.1.2, 6.1
- Minor work groups include: 9.1

The Project development process and all tasks identified in this Scope of Services will follow the guidance provided in the DEPARTMENT's current version of the **PD&E Manual** and **FDOT Design Manual (FDM)**. As discussed in **Part 1, Chapter 1**, of the **PD&E Manual**, the **PD&E Manual** satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA); federal law, regulations, and Executive Orders included in the FHWA Federal-Aid Policy Guide; and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, Project documents prepared by the CONSULTANT will comply with all applicable state and federal laws, regulations, and Executive Orders.

The Scope of Services defines the Project tasks to be performed consistent with the **PD&E Manual** and other pertinent manuals as specifically prescribed in Section 2. The Scope of Services also outlines work activities that will be the responsibility of the CONSULTANT, the COUNTY and / or the DEPARTMENT.

The CONSULTANT shall demonstrate good project management practices while working on this Project, including effective communication with the COUNTY and others as necessary, effective management of time and resources, and quality of documentation. Throughout the PD&E Study, the CONSULTANT shall set up and maintain a contract file in accordance with COUNTY procedures. The CONSULTANT and any subconsultants are expected to know the laws and rules governing their profession and are expected to provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The COUNTY will provide contract administration and management, as well as technical reviews of all work associated with the development of this Project and performed under this Scope of Services. The COUNTY'S and

SECTION E – SCOPE OF WORK

DEPARTMENT's technical reviews will focus on high-level conformance and are not meant to substitute CONSULTANT quality reviews of deliverables. The CONSULTANT is fully responsible for all work performed and work products developed under this Scope of Services. The COUNTY may provide task-specific information as outlined in this Scope of Services.

2.0 PROJECT DESCRIPTION AND OBJECTIVES

The proposed PD&E study will evaluate alternatives for capacity and safety improvements along East Lake Road (CR 611) from south of Curlew Road to north of Trinity Boulevard, approximately 9.3 miles.

2.1 PROJECT OBJECTIVES

The PD&E Study has the following project objectives:

The overall objective of this study is to accommodate future roadway capacity, improve traffic operations and improve safety conditions on East Lake Road within the project corridor. Alternatives evaluated will include widening the existing roadway to six lanes combined with innovative intersection improvements. Results of a previous study conducted by the COUNTY indicate that widening alone will not sufficiently address future capacity needs along the corridor.

The CONSULTANT will analyze and assess the Project's impact on the social, economic, cultural, natural, and physical environment, to develop the Location and Design Concept of the Project in accordance with COUNTY and FDOT policy, procedures, and requirements.

The CONSULTANT shall review and become familiar with Project documents and materials that have been prepared prior to the PD&E phase. The CONSULTANT will review the Efficient Transportation Decision Making Process (ETDM) Programming Screen Summary Report, including comments received from the Environmental Technical Advisory Team (ETAT), Lead Agency, and / or any responses from the DEPARTMENT pertaining to this Project. The CONSULTANT shall also review concepts and reports (e.g., typical sections, alignments, planning reports) developed from prior planning studies. The CONSULTANT shall use resource agencies' comments to assess the level of effort for work activities required to adequately address potential resources of concern to this Project.

2.2 PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

The CONSULTANT will conduct the appropriate level of engineering and environmental analyses related to the anticipated Class of Action for this Project, as outlined in the **PD&E Manual**, the **FDM** and directed by the Project objectives. The level of analysis depends on complexity of the Project, level of controversy, potential for significant impacts, and degree and quality of information / data available. If the Class of Action for the Project was not determined during ETDM screening, the Lead Agency will determine it after completion of the environmental analyses.

The CONSULTANT upon direction from COUNTY will assist with updating data, technical studies or Environmental Document to ensure compliance with NEPA, other federal laws, regulations and Executive Orders.

The CONSULTANT will maximize the use of existing information available from State, regional, local agencies, private sources, and its own files. Examples include the Programming Screen Summary Report, Concept Reports, previously completed planning products, listed species reports, Florida Department of Environmental Protection OCULUS Electronic Document Management System, and other sources as appropriate.

Planning studies relevant to this project which the CONSULTANT is required to review include:

- East Lake Road from south of Curlew Rd to north of Trinity Blvd Corridor Study County PID 003879A

2.2.1 Governing Regulations

Services performed by the CONSULTANT shall comply with all applicable DEPARTMENT Manuals and Guidelines. The CONSULTANT will use the latest editions of the following Manuals and Guidelines to perform work for this Project.

SECTION E – SCOPE OF WORK

Florida Statutes

- Florida Administrative Codes
- Applicable Federal Regulations, U.S. Codes, and Technical Advisories
- PD&E Manual
- Sociocultural Effects Evaluation Handbook
- Public Involvement Handbook
- FDOT Design Manual (FDM)
- Minimum Standards for Design, Construction, and Maintenance Streets and Highways (Florida Greenbook)
- Survey and Mapping Handbook
- Soils and Foundation Handbook
- Structures Manual
- Project Traffic Forecasting Handbook & Project Traffic Forecasting Procedure No. 525-030-120
- Traffic Analysis Handbook
- FDOT Traffic Engineering Manual
- Right of Way Mapping Handbook
- Pinellas County Land Development Code
- Pinellas County Stormwater Manual
- Pinellas County AutoCAD Civil 3D Civil 3D Kit

2.2.2 Liaison Office

The COUNTY and the CONSULTANT will designate their respective Liaison Offices for this Project.

2.2.3 Personnel

The COUNTY will designate a Project Manager to represent the COUNTY for this Project. The COUNTY Project Manager shall be responsible for coordination with the CONSULTANT pertaining to all contractual matters, invoicing, and reporting. The CONSULTANT will assign a Project Manager who will communicate regularly with the COUNTY Project Manager regarding development of this Project.

The CONSULTANT shall maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. The CONSULTANT shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work.

The CONSULTANT's work shall be performed to COUNTY standards and procedures by personnel identified in the contract. To the extent possible, the CONSULTANT shall minimize the COUNTY's need to apply its own resources to the Scope of Services activities unless otherwise identified.

The CONSULTANT shall request approval from the COUNTY's Project Manager for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via contract amendment and will require approval by Procurement. The CONSULTANT shall submit a copy of the resume and payroll register before new staff can be added.

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida to sign and seal all engineering reports, documents, technical special provisions, and plans as required by COUNTY standards.

2.2.4 Subconsultant

Services assigned to any subconsultants will be approved in writing and in advance by the COUNTY Project Manager, Procurement Office, and the CONSULTANT Project Manager in accordance with this Scope of Services. All subconsultants will be technically qualified by the COUNTY to perform all work assigned to them. Additional subconsultants with specialized areas of expertise may be required to complete specific assignments. Any subconsultants to be hired and all work assignments to be performed, and all rates of compensation shall be agreed to by the COUNTY Project Manager, Procurement Office and the CONSULTANT Project Manager and documented in the contract file prior to any work being performed by the subconsultants.

SECTION E – SCOPE OF WORK**2.2.5 Lead Agency, Cooperating Agencies and Participating Agencies**

The CONSULTANT Project Manager will support the COUNTY Project Manager in coordination with the Lead Agency, Cooperating Agencies and Participating Agencies. The Lead Agency for this Project is FL Department of Transportation.

2.2.6 Meetings and Presentations

The CONSULTANT will attend the Notice to Proceed Meeting, where COUNTY representatives will outline relevant contract and Project information provided by the COUNTY Project Manager.

The CONSULTANT shall attend meetings necessary to undertake the activities of this Scope of Services. This includes meetings with COUNTY staff and /or resources agency staff, other consultants, or other miscellaneous meetings. It is anticipated that 24 monthly progress and/or review meetings will be held between the COUNTY and the CONSULTANT during the project. In addition, it is anticipated that 6 meetings will be held with the Department (including the COUNTY and CONSULTANT). In addition, miscellaneous review meetings may be needed.

The CONSULTANT will attend meetings or make presentations at the request of the COUNTY with at least five business days' notice. The CONSULTANT will prepare meeting notes for all meetings identified in this Exhibit and submit within five (5) working days to the COUNTY's Project Manager for review.

2.2.7 Communication

The COUNTY Project Manager will be the representative of the COUNTY for the Project. The CONSULTANT will regularly communicate with the COUNTY Project Manager to discuss and resolve issues or solicit opinions regarding this Project. The CONSULTANT will include the COUNTY when seeking and receiving advice from various State, regional, local agencies, and citizen groups. The final direction on all matters for this Project remains with the COUNTY Project Manager.

All written correspondence between the CONSULTANT and any party pertaining specifically to this Project shall be reviewed and approved by the COUNTY. The CONSULTANT shall respond to information requests relative to the PD&E Study from third parties at the direction, and with the approval, of the DEPARTMENT. The CONSULTANT will assist the COUNTY in preparing the content of the letters from the COUNTY personnel to other agencies, public officials, and others as needed or requested.

2.2.8 Quality Control

The COUNTY requires that all Project documents, technical studies, calculations, maps, reports, conceptual plans, design, and the Environmental Document are correct and complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The CONSULTANT is responsible for the quality of all (including the subconsultants) deliverables. The CONSULTANT will independently and continually review deliverables for accuracy and completeness. The CONSULTANT will develop and follow an internal Quality Control (QC) process. The QC process is intended to ensure that quality is achieved through checking, reviewing, and verifying work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

Within twenty (20) business days from the Notice to Proceed, the CONSULTANT shall submit its QC Plan to the COUNTY Project Manager for approval. The QC Plan will identify the deliverables, the personnel to perform the reviews, and the method of documentation. The QC Plan will be signed by the CONSULTANT Project Manager and the CONSULTANT QC Manager.

The CONSULTANT shall include document reviews and written resolution of comments with each submittal or deliverable to show the QC process was followed. At a minimum, a quality review checklist shall be provided and should include letters, exhibits, technical studies, reports, design calculations, Environmental Document or any documents used or referenced in the QC Plan. The CONSULTANT will maintain documentation which show the QC Plan process was followed. The COUNTY Project Manager may request from the CONSULTANT document reviews and written resolution of comments at any time during the PD&E Study.

SECTION E – SCOPE OF WORK**2.2.9 Schedule**

Within ten business days after the Notice to Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall submit a detailed Project activity / event schedule (in Microsoft Project) to the COUNTY. The schedule will indicate all required submittals, critical path activities, and key project milestones / activity codes. The Project schedule shall contain at a minimum, the following information for each schedule activity: COUNTY project FPID, project description, activity description, original duration, remaining duration, start date, finish date, activity percent complete and total float. The project schedule will include a column displaying each activity's Predecessor and Successor. The schedule will be based upon consideration of the Project's environmental issues (social, cultural, natural and physical resources) and regulatory requirements as well as review times for deliverables by the COUNTY and the DEPARTMENT.

For the purpose of scheduling, the CONSULTANT shall allow for a review period of at least 21 days for COUNTY review and 21 days for DEPARTMENT review. In developing the schedule for this Project, the CONSULTANT, in coordination with the COUNTY, will include adequate time to meet regulatory reviews and formal consultations timeframes.

Periodically throughout the life of the contract, the CONSULTANT shall review the project schedule to monitor the progress of the project. The CONSULTANT shall submit monthly progress reports with the approved schedule and schedule status report, which includes critical-path review and progress, to the COUNTY Project Manager. Any adjustments or changes to the approved schedule shall be approved by the COUNTY Project Manager.

2.2.10 Submittals

The CONSULTANT will compile and transmit draft documents identified in this Scope of Services to the COUNTY for review. The CONSULTANT will compile and transmit draft documents identified in this Scope of Services to the COUNTY for review. For each submittal, the CONSULTANT will include a Transmittal Cover Letter that includes, at a minimum, the file name and format of each electronic file and the number of hardcopies (if any) as directed by the COUNTY Project Manager. The COUNTY will review draft submittals and provide the CONSULTANT with review comments. The CONSULTANT will address comments, prepare a matrix of comments and responses as applicable, and submit revised documents. The CONSULTANT will assist the COUNTY in resolving the comments received from the Lead Agency, Cooperating Agencies, resource agencies and the public, including preparation of individual responses. The COUNTY will submit revised draft submittals to the DEPARTMENT for review as appropriate. The DEPARTMENT will review draft submittals and provide the COUNTY with review comments.

Hard copies of reports will be required for display at the Alternatives Public Information and the Public Hearing.

The following submittals will be required for this project:

PD&E Provisions for Work:

- Quality Control Plan
- Project Schedule

Public Involvement:

- Public Involvement Plan
- Public Hearing Transcript
- Public Hearing Scrapbook
- Comments and Coordination Report

PD&E Engineering:

- Report Template
- Project Traffic Analysis Report
- Preliminary Engineering Report
- Pond Siting Report
- Conceptual Design Plan Set

SECTION E – SCOPE OF WORK

- Utilities Assessment Package
- Design Variations and Exceptions Package
- Typical Section Package
- Traffic Analysis Methodology Statement
- Future Demand Forecasting Analysis Report
- Location Hydraulics Report
- Geotechnical Technical Memorandum

Environment:

- Type II Categorical Determination Exclusion Form
- Noise Study Report
- Air Quality Technical Memorandum
- Level I Contamination Screening Evaluation Report (CSER)
- Water Quality Impact Evaluation (WQIE)
- Natural Resource Evaluation (Wetlands, Species and Essential Fish Habitat (EFH))
- Research Design and Survey Methodology (CRAS)
- Cultural Resource Assessment Survey (CRAS)
- Section 4(f) "de minimis"

General:

- Planning Consistency Form
- Project Commitments Record

Other Submittals:

The CONSULTANT will submit to the COUNTY final reports and other deliverables identified in this section. The CONSULTANT will submit to the COUNTY two sets of CDs/DVDs or other portable storage drives such as flash drives or USB drives containing PDFs of all submittals outlined in this section.

Upon completion of the Project, the CONSULTANT will transfer to the COUNTY, in an organized manner, all project electronic files, data, maps, sketches, worksheets, and other materials used or generated during the PD&E Study in an acceptable portable storage drive.

Additionally, the CONSULTANT will upload all final submittals and appropriate supporting project files to the Statewide Environmental Project Tracker (SWEPT) upon completion of technical studies and Environmental Document and as directed by the COUNTY.

2.2.11 Computer Automation

The CONSULTANT shall develop concept plans and alternative designs utilizing Computer Aided Drafting and Design (CADD) systems. The CONSULTANT will produce and deliver applicable plan drawings using the COUNTY latest AutoCAD Civil 3D Kit version.

Concept plans and alternatives designs shall also be displayed using Google Earth-ready KMZ files. The concept plans will have both existing and proposed engineering and environmental features.

All electronic files shall be scanned for viruses prior to submitting to the COUNTY. Failure to scan for viruses may result in a lower CONSULTANT work performance evaluation.

2.3 CONTRACT MANAGEMENT

The CONSULTANT is responsible for maintaining Project files, including copies of submittals and underlying data, calculations, information and supporting project documentation. The CONSULTANT is responsible for preparing monthly progress reports and schedule updates. Progress reports will be delivered to the COUNTY in a format prescribed by the COUNTY Project Manager with the corresponding invoice.

The CONSULTANT will regularly communicate the status of the project with the COUNTY while managing subconsultant efforts and executing subconsultant agreements.

SECTION E – SCOPE OF WORK**2.4 ADDITIONAL SERVICES**

The CONSULTANT will be requested to provide the following additional services for this Project.

2.4.1 Alternative Corridor Evaluation – N/A

Alternative Corridor Evaluation is not required or conducted prior to the PD&E for this project.

2.4.2 Advance Notification – N/A**2.4.3 Scoping – N/A**

Scoping is not applicable for this project.

2.4.4 Notice of Intent- N/A

Notice of Intent is not applicable for this project.

2.4.5 Transit Coordination Plan

Agency coordination is covered under Section 3.1 of this Exhibit.

2.4.6 Miscellaneous Services

Contract and Project Files

2.5 SERVICES TO BE PERFORMED BY THE COUNTY AND THE DEPARTMENT

The COUNTY will provide the following services and materials:

- Reviews of technical reports and Environmental Documents;
- Recently completed roadway studies for the study area
- All information in its the possession of the COUNTY pertaining to prior and on-going studies that may affect the project such as existing construction and as-built plans, bridge inspection reports and load ratings, prior environmental studies, existing permit information, existing drainage and geotechnical reports and any agreements with third parties related to the Project corridor

The DEPARTMENT will provide the following services and materials:

Provide project data currently on file and available from study partners, such as:

- Efficient Transportation Decision Making (ETDM) Programming Summary Report
- Coordination with the State Historic Preservation Officer
- FDOT crash data
- Available traffic and planning data
- Reviews of technical reports and Environmental Documents

2.6 OPTIONAL SERVICES

Services noted in Exhibit A of this Agreement as “Optional” shall constitute the Optional Services to be performed by the CONSULTANT under this Agreement. Optional Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY’s Director of Public Works, or designee. The fee for such services shall be negotiated in accordance with the terms detailed in **Exhibit B**, method of compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project. A supplemental agreement for the optional services shall be executed in accordance with Section 2 of the Standard Professional Services Agreement Terms.

Optional Services under this contract include:

- Collection of additional traffic data if required
- Preparation of a Conceptual Stage Relocation Plan if relocations are required
- Preparation of USCG Bridge Project Questionnaires for the bridges over Brooker Creek and/or the Tarpon Outfall canal if required by the USCG.

SECTION E – SCOPE OF WORK

- Traffic Data for Air Quality Analysis if required

3.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving input from all interested and affected persons, groups, business owners, and government organizations regarding the development of the project. The CONSULTANT will coordinate and perform the appropriate level of public involvement for this Project as outlined in Part 1, Chapter 11, and Part 2, Chapter 4 of the PD&E Manual, and the FDOT Public Involvement Handbook.

The CONSULTANT shall prepare a detailed schedule for preparation and submittal of all draft and final public involvement materials (e.g., newsletters, property owner letters, advertisements, handouts, exhibits) associated with public meetings which includes anticipated review times. All draft public involvement materials for public meetings (including the hybrid public hearing) should be submitted for review and approval at least three months prior to the public meeting.

3.1 PUBLIC INVOLVEMENT**3.1.1 Public Involvement Plan (PIP)**

The CONSULTANT is responsible for creating the PIP which will include a public involvement schedule and identify potentially affected stakeholders and communities in the vicinity of the project to establish the appropriate outreach methods. This includes consideration of the demographics of the Study Area and any reasonable accommodations including, but not limited to, disabled, transit-dependent, limited English proficient (LEP), elderly, low income, or minority. The CONSULTANT will review and attach the Sociocultural Data Report (SDR) to the PIP. A sample template for the PIP is located in **Part 1, Chapter 11** of the **PD&E Manual**. At a minimum, the PIP will include the following:

- Project background
- Project goals
- Identification of elected officials and agencies
- Identification of affected communities and stakeholders
- Identification of media (e.g. television, radio, newspaper) for news and/or advertisement
- Proposed involvement activities
- Anticipated schedule of involvement activities
- Methodology for collecting and responding to public comments
- Discussion of public comments will be analyzed and incorporated, as appropriate

As part of the Project's PIP the CONSULTANT will develop public involvement materials using the COUNTY's approved template and submit the information to be uploaded to the COUNTY's project website. The website will be created and maintained by the COUNTY. The CONSULTANT will provide content to post on the website for the duration of the project. All information to be posted to the website must meet requirements of the Americans with Disabilities Act (ADA).

3.1.2 Public Involvement Data Collection

The CONSULTANT will assist the COUNTY with collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the Project. The CONSULTANT will maintain and regularly update both an electronic and paper public involvement project file, which will document a record of all public involvement activities for this project.

The CONSULTANT is responsible for identifying and maintaining the Project mailing list that may include officials and interested parties (any person or institution expressing an interest in the project), affected parties, and potential permit and review agencies.

The CONSULTANT will work with the COUNTY to generate or obtain mailing labels of property owners using the ETDM Environmental Screening Tool (EST) or the County Property Appraisers' Offices.

The CONSULTANT will investigate potential meeting locations to advise the COUNTY of their suitability. The COUNTY will ultimately approve the meeting location. The CONSULTANT will pay all costs for meeting

SECTION E – SCOPE OF WORK

location rental and insurance (if required). The CONSULTANT will be responsible for logistics associated with setting up the meeting.

3.2 SCHEDULED PUBLIC MEETINGS

The CONSULTANT will actively support the COUNTY in conducting various public meetings, which may be conducted during weekends or after normal working hours. The CONSULTANT will support the COUNTY in preparation, scheduling, attendance, note taking, documentation, and follow-up services for each meeting, which may include:

- 3 presentations to the Forward Pinellas Board and to their 3 Advisory Committees PBAC (1), TCC (1), CAC (after project kick-off, prior to or following the Alternatives Public Information Meeting, and near the Public Hearing) 12 meetings total
- 1 SWFWMD Coordination Meetings with Key Agencies
- 0 Corridor Workshop(s) or Public Informational Meeting(s)
- 1 Alternatives Public Information Meeting
- 6 Community / Stakeholder Forums
- 0 Environmental Forum(s)
- 2 Pinellas County BCC Meetings

For any of the listed meetings, as applicable, the CONSULTANT will prepare and/or be responsible for the following:

- Agenda
- Presentation scripts
- Handouts
- Graphics for presentation
- Meeting equipment set-up and tear-down
- Display advertisements (The COUNTY will pay the cost of publishing)
- Letters for notification of elected and appointed officials, property owners, and other interested parties (the COUNTY will pay the cost of first-class postage)
- News releases or project fact sheets. The COUNTY will review new releases and fact sheets at least four weeks before the meeting or mail out
- Meeting summaries provided to the COUNTY no later than ten business days after the meeting
- Preparation of response letters for COUNTY signature on public comments

Any materials prepared by the CONSULTANT for such meetings as listed above are subject to review and approval by the COUNTY.

The CONSULTANT will assist the COUNTY when facilitating the public information meeting / workshop to present Project results and obtain comments related to the Project and / or Project alternatives.

The meeting format will be developed by the CONSULTANT and approved by the COUNTY upon review. The CONSULTANT will participate in briefing and debriefing meetings with the COUNTY staff related to the public meeting.

The CONSULTANT will attend the meetings with a suitable number of personnel with appropriate technical expertise (based on project issues), as authorized by the COUNTY Project Manager, to assist the COUNTY in such meetings.

The COUNTY may request the CONSULTANT to identify the effect of the Project to individual properties on aerial maps or plans in response to requests from property owners. The COUNTY may also request the CONSULTANT to meet with individual property owners.

3.3 PUBLIC HEARING

A Hybrid (simultaneous in-person and virtual) Public Hearing in accordance with FDOT guidelines will be required for this project.

SECTION E – SCOPE OF WORK

The CONSULTANT will send notifications to the Lead Agency, local governments, and regulatory agencies at least 25 but no more than 30 calendar days prior to the Public Hearing date.

The CONSULTANT will prepare the Public Hearing notification as directed by the County. Notification will include a newsletter and/or a letter on the COUNTY's letterhead for COUNTY review and signature 30 days prior to mailing or as directed by the COUNTY. The CONSULTANT will first prepare an initial sample draft notification material for review and approval by the COUNTY prior to submitting all notifications for review.

The notification letters shall have the COUNTY's return address. After the COUNTY signs the notifications, the COUNTY will send them by First Class US Mail. The COUNTY Project Manager will also send the notification letters by email.

The CONSULTANT will prepare the Public Hearing notifications to property owners on the COUNTY's letterhead for COUNTY review and signature 30 days prior to mailing or as directed by the COUNTY. After the COUNTY Project Manager signs the letters, the CONSULTANT will send them by First Class US Mail. The CONSULTANT will obtain a list of names and addresses of property owners from the Environmental Screening Tool (EST) and/or Property Appraisers' Offices. The CONSULTANT will send notification letters to property owners at least 21 calendar days prior to the Public Hearing.

The CONSULTANT will provide the following:

- Public Hearing Notice and publication in the Florida Administrative Register (FAR)
- Notification on the COUNTY's Public Notices webpages
- Identification of the website(s) and/or locations where the technical reports and Environmental Documents will be available for public view
- Presentation with script, narrated and recorded
- Proposed typical sections and aerials depicting alternative corridors and alternative alignments, as specified by the COUNTY
- Meeting location signs
- Brochures or handouts
- Title VI compliance signs
- Security (off-duty law enforcement)
- Display advertisements: any press releases and / or advertisements will indicate that the meeting is a COUNTY activity
- Expenses associated with arranging for a court reporter to be present and obtaining transcripts of comments made during the Public Hearing
- Response to public comments
- Public Hearing Scrapbook

The CONSULTANT will participate in briefing and debriefing meetings with the COUNTY related to the Public Hearing. The CONSULTANT will prepare response letters for COUNTY signature for all public comments. Any such response letters would need to be reviewed and approved by the COUNTY Project Manager. In addition, the CONSULTANT will prepare a summary document that provides responses to questions raised by the public at the public meeting. This document will be posted on the project website.

3.4 COMMENTS AND COORDINATION REPORT

The CONSULTANT will prepare Comments and Coordination Report containing transcript, errata, and signed certification, as well as documentation for all public involvement activities conducted throughout the project in accordance with **Part 1, Chapter 11** of the **PD&E Manual**.

3.5 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT

The CONSULTANT shall prepare a display advertisement for the notification of the Approved Environmental Document. The COUNTY will pay for the cost of publishing. The COUNTY will review and approve the notice prior to publication.

3.6 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS

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The CONSULTANT shall:

- Prepare a post card to notify the general public that the PD&E study has begun in lieu of a “project kick-off public meeting”.
- Prepare 2 Project Newsletters (to be distributed as a notification for Alternatives Public Information Meeting and the Public Hearing)
- Provide content for the County’s website. All information to be posted to the website must meet requirements of the Americans with Disabilities Act (ADA).
- Provide a list of Frequently Asked Questions (FAQs) and answers to post on the project website.
- Assist County staff with responses to general public correspondence as needed.
- Prepare Videos, Renderings, Fly-Through, 3-Dimensional Visualization
- Prepare a Physical Layout of Innovative Intersections to "Walk Through" at public meeting

4.0 ENGINEERING ANALYSES AND CONSIDERATIONS

CONSULTANT activities to conduct and prepare engineering analyses and reports shall be done under the direction of the COUNTY Project Manager. The CONSULTANT shall perform engineering activities essential to developing and evaluating Project alternatives as outlined in **Part 2, Chapter 3** of the **PD&E Manual** and as specified in this section. The CONSULTANT will gather and review existing data from the COUNTY, such as transportation planning data developed for long range plans or any previously completed technical studies within the project area. The CONSULTANT will collect additional data necessary to supplement existing data. The CONSULTANT will use data to evaluate the Location and Design Concept for this project.

The CONSULTANT will verify the purpose and need for the Project based on the information obtained from the existing data, safety analysis, evaluation of existing conditions, evaluation of traffic projections, input received through the public involvement process and from the Programming Screen Summary Report.

The CONSULTANT shall develop and analyze conceptual design alternatives to address the Project needs and objectives. Development of the conceptual design alternatives will follow Context Sensitive Solution and Complete Streets approaches. Based on engineering analysis, the public involvement process, and environmental analysis, the COUNTY will recommend a proposed design concept to advance to the Design Phase.

4.1 REVIEW OF PREVIOUS PLANNING STUDIES

The CONSULTANT shall review and summarize previous completed (or concurrent) planning studies and other studies that are related to this Project and appropriately incorporate their results in the analysis of the Project as described in the **PD&E Manual**. The following studies were conducted for this Project:

- East Lake Road from south of Curlew Rd to north of Trinity Blvd Corridor Study County PID 003879A

4.2 EXISTING CONDITIONS ANALYSIS

An Existing Conditions Analysis was conducted during the Corridor Study conducted previously for this project corridor. This document should be used as a starting point for an Existing Conditions Analysis for this study. Field reviews and data collection will be conducted to update or augment the report prepared during the Corridor Study. The CONSULTANT will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess Project needs, identify physical and environmental constraints, develop, and analyze Project alternatives, and assess constructability issues.

The CONSULTANT will collect data describing existing conditions and characteristics of the Project including roadway geometrics, typical section elements, signalization and other operational features, access features, right of way requirements, and other data applicable to modes and sub-modes of transportation, including walking/pedestrians, bicyclists, public transit users (including transit vehicles and riders), paratransit users (carpools, vanpools, taxis, shuttles, jitneys, school buses, coach buses), and freight (including loading/unloading and parking, emergency response vehicles, service vehicles, and freight handler vehicles).

The CONSULTANT will analyze existing conditions to identify and verify current transportation deficiencies as they relate to the needs and objectives of this Project.

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The CONSULTANT will furnish necessary exhibits for use in this Project, such as a Project Location Map, Corridor Maps, and Concept Plans.

4.3 SURVEY

Survey will be provided by the COUNTY. The CONSULTANT will coordinate with the COUNTY'S Survey staff as needed throughout the project.

4.4 GEOTECHNICAL INVESTIGATION

The CONSULTANT shall provide a geotechnical study to obtain the information necessary for the study. The geotechnical study shall provide information necessary to determine the suitability of soils for future improvements, existing ground water levels and estimation of seasonal high groundwater table. The CONSULTANT shall also review the US Department of Agriculture soil data, Natural Resource Conservation Service (NCRS) maps, US Geological Survey (USGS) maps, and summarize the findings.

The CONSULTANT shall also perform a review of previously completed geotechnical surveys and compile available boring data from previous projects within the project limits. The CONSULTANT will perform field reconnaissance of the Project area to determine conditions that may affect development of Project alternatives. The CONSULTANT will prepare a Geotechnical Technical Memorandum summarizing the geotechnical investigation that will be used to facilitate the data for final design.

The CONSULTANT shall apply for a permit from the COUNTY prior to performing work within the right of way. The permit application shall include the investigation plan and proposed boring locations and depths. All laboratory testing and classification will be performed in accordance with applicable DEPARTMENT standards, ASTM Standards or AASHTO Standards. CONSULTANT shall stake boring locations and obtain utility clearances prior to any boring.

CONSULTANT shall coordinate and develop a Temporary Traffic Control Plan. All work zone traffic control will be performed in accordance with the FDOT'S Standard Plans Index 102 series.

CONSULTANT shall provide a Geotechnical Memorandum with information regarding data collection and findings. Report shall include, but not be limited to, geotechnical recommendations regarding subsoil conditions within the median of East Lake Road and any special considerations may be necessary for future improvement including roadway sections, drainage and drainage structures.

4.5 TRAFFIC ANALYSIS

The CONSULTANT will review existing traffic data from planning studies to carry out traffic analysis for this Project and determine whether additional data may be needed. The CONSULTANT will collect additional data for the Study Area if data gaps are identified. The CONSULTANT will review the following Traffic Reports and Planning studies:

- East Lake Road Traffic Evaluation Report, November 2021, County East Lake Corridor Study

4.5.1 Traffic Analysis Methodology

The CONSULTANT shall develop a Traffic Analysis Methodology Statement that will be used to perform the traffic analysis for the project. The Methodology will include an approach to evaluate safety and operational performance of the alternatives with the goal of recommending a preferred alternative and will need to be approved by the DEPARTMENT. A Traffic Analysis Methodology Meeting with the DEPARTMENT, County and Consultant will also be required to discuss the Traffic Analysis Methodology Statement.

The CONSULTANT shall prepare a forecast and analysis methodology which will be agreed upon by the DEPARTMENT and COUNTY prior to beginning any analysis. The methodology will state the type of documentation, Project Study Area to be analyzed, and method and assumptions that will be used to analyze existing and future traffic conditions.

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Capacity analysis will be based on the latest Highway Capacity Manual procedures and use appropriate traffic analysis software for this Project. The AASHTO HSM will be used to evaluate safety performance of the project alternatives. The CONSULTANT will submit traffic analysis files for assumptions, inputs, outputs, network data, calculations, and results to the DEPARTMENT and COUNTY.

4.5.2 Traffic Counts

The CONSULTANT shall review all existing traffic data provided by the COUNTY. If additional traffic data is required based upon the DEPARTMENT and County approved Traffic Analysis Methodology Statement the CONSULTANT will perform this work under optional services.

4.5.3 Pedestrian, Bicycle, and Other Multimodal Data – N/A

Pedestrian, Bicycle, and Other Multimodal Data are not required for this project.

4.5.4 Calibration and Validation Data Collection – N/A

Microsimulation analysis is not required for this project.

4.5.5 Existing Traffic Operational Analysis

The CONSULTANT shall conduct an existing traffic operational analysis based upon the DEPARTMENT approved traffic methodology statement. The consultant shall review all previously completed documents and reports.

4.5.6 Calibration and Validation – N/A

Microsimulation analysis is not required for this project.

4.5.7 Future Demand Forecasting

The CONSULTANT shall prepare the Future Demand Forecasting based upon the DEPARTMENT and County approved Traffic Analysis Methodology Statement. A Future Demand Forecasting Analysis Report will be prepared by the Consultant documenting the results of the travel demand forecasting and will need to be approved by the Department and County. The Consultant shall **review** all previously completed documents and reports.

4.5.8 No Build Analysis

The CONSULTANT will analyze the operational performance of the No Build Alternative for the analysis years to identify deficiencies related to the purpose and need for the project based upon the DEPARTMENT And County approved Traffic Analysis Methodology Statement. The CONSULTANT will evaluate the operational effectiveness of the No Build Alternative using agreed upon performance measures of effectiveness (MOEs). The analysis should include multimodal evaluation for pedestrian, bicycle, freight, and transit modes, as appropriate.

4.5.9 Development and Screening of Alternatives – N/A**4.5.10 Operational Evaluation of Build Alternatives**

The CONSULTANT will analyze the operational performance of viable or feasible alternative(s) for opening and design years and any interim years based upon the DEPARTMENT and County approved Traffic Methodology Statement. The analysis will also include evaluation of access management in relation to traffic safety and operational efficiency within the Study Area. The CONSULTANT will evaluate the operational effectiveness of Build Alternatives using agreed upon performance MOEs.

4.5.11 Project Traffic Analysis Report

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The CONSULTANT will prepare the Project Traffic Analysis Report to document development of existing year design traffic volumes and future year design traffic volumes as well as the results of the traffic analysis for Opening Year, Interim (if necessary), No-Build and Build Alternatives for the A.M. and P.M. peak hours. The results will be shown on diagrams and tables for each alternative and discussed in the report. The report will also summarize the comparison of the operational and safety performance of alternatives evaluated in detail and how they perform against each other.

4.5.12 Interchange Access Request – N/A**4.5.13 Traffic Data for Noise Study**

The CONSULTANT will provide traffic data required for the noise study and will include the following data for each road segment (i.e., intersection to intersection), ramps, cross streets, and frontage roads, for the existing year, opening year, and the design year for Build and No Build alternatives:

- LOS C directional hourly volumes
- Demand peak hourly volumes (peak and off-peak directions)
- Existing and proposed posted speed
- Percentage of heavy trucks (HT) in the design hour
- Percentage of medium trucks (MT) in the design hour
- Percentage of buses in the design hour
- Percentage of motorcycles (MC) in the design hour

4.5.14 Traffic Data for Air Quality Analysis – Optional Services

Traffic Data for Air Analysis is only needed if the total vehicular delay time (veh-hours) at an intersection in the design year build condition is projected to increase when compared to the design year no-build condition and/or the project is expected to have community controversy regarding air quality. (Coordination with FDOT District specialists may be required to determine potential community controversy.)

The CONSULTANT will be provided all traffic data required for the air quality analysis which will include the following:

- Intersection type and approach speeds
- Intersections - peak hour volumes for each approach
- Interchanges - peak hour volumes for each ramp (on or off) regardless of percent turning volumes
- Toll plaza - peak hour volumes for each approach

4.5.15 Signalization Analysis

In coordination with the COUNTY's Traffic Operations, the CONSULTANT shall perform signalization analysis at existing signalized intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums. The CONSULTANT will propose a preliminary signal timing plan and signal operation plan for each signalized intersection.

4.6 SIGNAGE- N/A**4.7 TOLLING CONCEPTS – N/A****4.8 SAFETY****4.8.1 Crash Data**

The CONSULTANT will obtain the most recent five (5) years of available data from the COUNTY's crash database and other local sources for this Project. The crash data will include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

4.8.2 Safety Analysis

The CONSULTANT will perform safety analysis in accordance with **Part 1, Chapter 2** of the **PD&E Manual**. Based on the information obtained from the crash data, the CONSULTANT will identify project safety needs

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associated with the existing and future conditions. The CONSULTANT will use the Highway Safety Manual (HSM) procedures to estimate the safety performance of the Project alternatives as agreed upon in the Traffic Analysis Methodology.

4.8.3 Documentation of Safety Analysis

The CONSULTANT will document the results of the safety analysis in the PTAR.

4.9 UTILITIES AND RAILROAD

The CONSULTANT will obtain information regarding utilities and railroad in accordance with **Part 2, Chapter 21** of the **PD&E Manual**.

4.9.1 Utilities

The CONSULTANT will prepare a Utility Assessment Package. The Utility Assessment Package must contain items specified in Part 2, Chapter 21 of the PD&E Manual.

The CONSULTANT will notify the UAOs within the Project area and request existing and planned utility information for major above ground and subsurface facilities within the Project area.

The CONSULTANT will coordinate with the COUNTY Utility Coordinator each UAO as necessary, to understand utility conflicts and project potential impacts on utilities. The CONSULTANT will evaluate and consider potentially significant utility conflicts as they may affect the chosen corridor and/or alignment. While evaluating potential impacts and recommending mitigation strategies, the CONSULTANT should refrain from making any compensability determinations in any of the documentation/ assessments that they create.

4.9.2 Railroads - _N/A**4.10 ROADWAY ANALYSIS****4.10.1 Design Controls and Criteria**

The CONSULTANT will prepare design controls and criteria for developing Project alternatives and designing initial geometrics and other roadway elements according to the COUNTY standards.

4.10.2 Typical Section Analysis

The CONSULTANT will develop conceptual typical sections for the Project alternatives which address transportation needs and context. Development of typical sections will consider Context Sensitive Solutions and the needs of all Project users.

4.10.3 Geometric Design

The CONSULTANT will perform geometric design using the established Project design controls and criteria. The CONSULTANT will also use Project traffic data and results of traffic analysis to design appropriate roadway elements. The CONSULTANT will establish both preliminary vertical profile and horizontal alignments of the mainline. The design of Project alternatives will consider environmental constraints, physical constraints, Context Sensitive Solutions, and any additional information, as required. See **Part 2, Chapter 3** of the **PD&E Manual** for more engineering and design considerations.

For each alternative evaluated in detail, the CONSULTANT shall prepare sketches of plan, profile, and typical sections as appropriate to show existing features, proposed geometry, and location of any environmental and geometric design constraints.

4.10.4 Intersections and Interchange Evaluation

The CONSULTANT will propose appropriate intersection control based on the results of project traffic analysis to establish an overall intersection/interchange footprint at the following intersections:

- McMullen Booth Road

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- Tampa Road
- Curlew Road
- Boot Ranch Blvd
- Sandy Point Road
- Ridgemoor Blvd
- Lansbrook PKWY
- Pine Ridge BLVD
- Forelock RD
- Keystone RD
- Crescent Oaks BLVD
- Trinity BLVD

The CONSULTANT will develop intersection and interchange concepts/layouts based on the results of traffic operational analysis. The layouts will include turn lanes, ramp, auxiliary lanes, storage lengths, ramp terminals, ramp junctions, and other geometric details.

The CONSULTANT will review and confirm the ICE analysis performed in the corridor study.

4.10.5 Access Management

The CONSULTANT will review the COUNTY'S Transportation Design Manual for Access Management Classification System and Standards and evaluate their application to the project. The CONSULTANT will recommend the proper access classification and standard to be applied to the Project.

The proposed access management plan will be presented as part of the public involvement process. If an Access Management Classification / Reclassification Public Hearing is required, it will be combined with the PD&E Study Public Hearing.

4.10.6 Multimodal Accommodations

The CONSULTANT will review, evaluate, and document the location and condition of existing pedestrian, bicycle, and public transit accommodations and freight services in the Study Area. This activity includes reviewing existing plans, reports, and studies that outline strategies or define projects associated with alternative modes of travel.

The CONSULTANT will consider freight, pedestrian, bicycle, and transit in the development and evaluation of Project alternatives commensurate with the context with a goal of improving overall mobility, access, connectivity, safety, and efficiency. Multimodal accommodation may include analysis of on-street parking and loading zone modifications and/or removal, park and ride needs, as necessary. The CONSULTANT will consider and evaluate the existing and anticipated future use of the Project by bicyclists and pedestrians, the potential impacts of the Project alternatives on bicycle and pedestrian travel and propose measures to avoid or reduce adverse impacts to bicyclists and pedestrians that would use the Project.

The CONSULTANT will also consider supportive Transportation Demand Management and parking management strategies consistent with the transportation context and the needs of all users of the project. The CONSULTANT will assist the COUNTY with coordination with local agencies, transit operators and Metropolitan Planning Organizations (MPOs) as appropriate.

4.10.7 Maintenance of Traffic

The CONSULTANT will evaluate alternatives for constructability and the ability to maintain traffic during construction according to **Part 2, Chapter 3** of the **PD&E Manual**. The CONSULTANT will include the estimated cost to maintain traffic in the construction cost estimate for the Project alternative.

4.10.8 Lighting

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The CONSULTANT will evaluate the need for lighting in accordance with applicable manuals, guideline, standards and current design memorandums. The CONSULTANT will include the estimated cost for lighting in the construction cost estimate for the Project alternative.

4.11 IDENTIFY DESIGN AND CONSTRUCTION SEGMENTS

It is anticipated that the 9.3-mile corridor will be divided into segments which will move forward design. Accordingly, the CONSULTANT will identify project segments for or construction along with a definition of implementation phasing. This will include reviewing financing, staging, and sequencing plans that were created by others. If required, the CONSULTANT will identify shorter (i.e., minimum operable segment) intermediate-cost alternatives in the segment determination.

4.12 TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS

The CONSULTANT will study or investigate a broader range of systems as it relates to the PD&E study such as traffic signal system, communication system, travel time systems, Transit Signal Priority (TSP), Adaptive Traffic Control System (ATCS) and other systems referenced in the ITS Architecture. The CONSULTANT will use a Systems Engineering approach for determining the Transportation System Management and Operations (TSM&O) Systems and required systems engineering documents for the Project.

The CONSULTANT will develop a Preliminary Systems Engineering Management Plan (PSEMP) and a high-level Project ConOps according to **Part 2, Chapter 3** of the **PD&E Manual**. The ConOps shall be reviewed by the District TSM&O engineer. The ConOps document template can be found at the following location:
http://www.dot.state.fl.us/trafficoperations/its/projects_deploy/sempr.htm

The CONSULTANT will evaluate the need for improvements, preservations, or modifications to the existing TSM&O system in relation to the alternatives being considered. This includes reviewing the existing as-built information provided by the COUNTY, identifying impacts to the existing TSM&O infrastructure due to the other project work, identifying opportunities to preserve or enhance TSM&O infrastructure, and developing a high-level cost estimate for the changes necessary to the infrastructure in order to meet project TSM&O needs and goals. These items will be documented in the ConOps.

The CONSULTANT will identify the delivery method for both equipment and technology and prepare implementation schedule that includes engineering, design, construction, and Project activation (testing and start-up).

The CONSULTANT will coordinate with both the District TSM&O Engineer and the County Engineer concerning existing and proposed Intelligent Transportation Systems (ITS) and Advanced Traffic Management System (ATMS) infrastructure. The CONSULTANT will consider the presence of the ITS infrastructure when analyzing the traffic for the corridor, as well as any proposed improvements that may impact the underground fiber optic cable infrastructure and associated roadside devices.

4.13 STRUCTURES**4.13.1 Existing Structures**

The CONSULTANT will collect the existing structures data as identified in **Part 2, Chapter 3** of the **PD&E Manual**. The following existing structures have been identified for evaluation:

- #14151 McMullen Booth Road northbound ramp over Lake Tarpon Canal
- #154154 Tampa Road over Lake Tarpon Canal
- #154155 McMullen Booth Road southbound over Tampa Road/Lake Tarpon Canal
- #154156 McMullen Booth Road southbound over Tampa Road/Lake Tarpon Canal
- #154157 McMullen Booth Road southbound ramp over Lake Tarpon Canal
- #154158 East Lake Road northbound over Brooker Creek
- #154159 East Lake Road southbound over Brooker Creek

4.13.2 Structure Typical Sections

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The CONSULTANT will develop typical sections options for the bridges. These will include the FDOT's standard typical sections, and any typical sections that may result in minimizing right of way and environmental impacts. Coordination with the District's Structures Design Engineer is required.

4.13.3 Structure Design Alternatives

The CONSULTANT will evaluate conceptual vertical and horizontal geometry and clearance requirements for the bridges. The CONSULTANT will document structural design calculations and design assumptions used in the analysis.

4.14 DRAINAGE

The CONSULTANT will perform Drainage analysis in accordance with the **Drainage Manual** and **Part 2, Chapters 11 and 13** of the **PD&E Manual**. The CONSULTANT shall incorporate/consider the Contamination Screening Evaluation Report and any other related report findings into the Drainage Reports.

4.14.1 Floodplain and Environmental Permit Data Collection

The CONSULTANT will gather floodplain data from FEMA Flood Insurance Rate Maps, and other drainage related data needed to obtain permits from relevant sources including local government, local agencies, and regulatory agencies.

4.14.2 Drainage Analysis

The CONSULTANT will perform drainage analysis by delineating the basin boundaries by using LiDAR information (if available), existing survey data, and field observations. The CONSULTANT will analyze and determine high water elevations in each basin and use the information to establish the preliminary roadway profile. Drainage analysis will also include checking the capacity and structural adequacy of existing cross drains, preliminary design of potential cross drains and outfall structures and identifying the recommended conceptual drainage design for the Project.

4.14.3 Floodplain Compensation Analysis

For each roadway alternative, the CONSULTANT will determine base floodplain elevations and estimate encroachments and appropriate compensation provisions, including incorporating floodplain compensation site requirements into the Pond Siting Report.

4.14.4 Stormwater Management Analysis

The CONSULTANT will calculate the stormwater quality and attenuation requirements and estimate the stormwater management facility needs for each roadway alternative.

The CONSULTANT will identify up to 3 potential practical pond sites in each basin for each project alternative, estimate construction cost, compare the sites, and identify (in coordination with the COUNTY) a preferred pond site for each basin. Additionally, the CONSULTANT will identify inflow or outfall easement requirements for each pond site. If additional pond sites are revealed, they will be used as a potential option.

The CONSULTANT will prepare a Pond Siting Report in accordance with the **Drainage Manual** and the **FDOT Drainage Design Guide**.

4.14.5 Drainage Design

No Drainage Design Services will be provided as part of this PD&E Study.

4.14.6 Location Hydraulics Report

The CONSULTANT will prepare a Location Hydraulics Report for the project in accordance with **Part 2, Chapter 13** of the **PD&E Manual**.

4.14.7 Bridge Hydraulic Evaluation for Brooker Creek

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The CONSULTANT will evaluate bridge hydraulics to determine the hydraulic length of the bridge or the length necessary to meet the hydraulic requirement and document in the Location Hydraulics Report. The Consultant will coordinate with County.

4.14.8 Sea Level Rise Analysis

The CONSULTANT shall prepare a sea level rise analysis for the Project using the COUNTY' s forms and templates

4.15 CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES**4.15.1 Construction Cost Estimates**

The CONSULTANT will develop construction cost estimates using the Department's Long Range Estimate (LRE) program. The CONSULTANT will be responsible for reviewing and updating the cost estimate when scope changes occur, at project milestones, and during the COUNTY's annual Capital Improvements Plan update cycle. Construction costs will include traffic management and right of way costs.

4.15.2 Right of Way Cost Estimates

Based on typical section analysis and design standards, the CONSULTANT will establish construction limits and determine the minimum (proposed) right of way requirements throughout the limits of the Project. Establishment of construction limits will consider location drainage features, the transportation management plan, utility relocations, stormwater pond requirements, and identified environmental issues, among other factors.

The CONSULTANT will compare the existing right of way width with the proposed right of way requirements to estimate the amount of right of way that the COUNTY must acquire.

The CONSULTANT will estimate the cost for right of way acquisition, and cost estimates for relocations and business damages, if any. The CONSULTANT will submit concept plans for the Build Alternative that include the parcel identification number, existing right of way lines, proposed right of way lines and acreage of property required. Additionally, the CONSULTANT will provide a spreadsheet with the following parcel information: owner, address, acreage of parent parcel and required amount of property for the Project, estimated business damages and right of way property costs.

The CONSULTANT will conduct an interactive field trip to review conditions in the corridor as they pertain to actual conditions that might impact the cost of right of way acquisition for the Project.

4.16 ALTERNATIVES EVALUATION**4.16.1 Comparative Alternatives Evaluation**

The CONSULTANT will establish evaluation criteria at the beginning of the Project, which will be agreed upon with the COUNTY before use in the comparative evaluation of alternatives. After developing the viable alternatives, analyzing alternatives and estimating costs, the CONSULTANT will prepare a matrix which compares the impacts, performance, and costs of the alternatives evaluated in detail in the PD&E Study. The matrix will include the performance of the No Build Alternative as the baseline for comparison.

4.16.2 Selection of Recommended Alternative

The CONSULTANT will propose a recommended alternative for the COUNTY'S approval based on review and analysis of engineering, environmental, and public involvement issues related to this Project.

4.16.3 Value Engineering

Value Engineering is not required for this project.

4.17 CONCEPT PLANS

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The CONSULTANT will prepare concept plans for all viable Project alternatives in appropriate scales overlaid on the base map.

4.17.1 Base Map

The CONSULTANT will produce a base map of the project area using COUNTY's CADD standards. The base map will contain an aerial photo and existing characteristics for the project. The base map will show environmental issues that are specific to the Study Area such as cemeteries, wetlands, historic properties, high-risk contamination sites, public parks, and property lines.

The CONSULTANT will prepare base maps for the following uses (at noted scales):

- Overall Project Location Map 1: 2000
- Overall Drainage Map 1: 500
- Corridor Base Maps (Roll Plots) 1:50

4.17.2 Alternatives Concept Plans

The CONSULTANT will prepare and overlay alternative concept plans on the base map. The concept plan will show potential location of bridges, culverts, retaining walls, right of way lines (existing and proposed), major utility facilities, intersection, critical driveways, and median openings, among other roadway elements, at appropriate scale in accordance with the **COUNTY PC-CADD Toolkit**.

4.17.3 Preferred Alternative

The CONSULTANT will finalize the preferred alternative concept plan by incorporating comments received from the Public Hearing process as directed by the COUNTY.

4.17.4 Typical Section Package

The CONSULTANT will prepare the Typical Section Package (excluding pavement design) in accordance with the applicable manuals including **FDM** and the County Transportation Design Manual.

4.17.5 Design Exceptions and Design Variations

The CONSULTANT will identify Design Exceptions and Design Variations required for the preferred alternative for approval in accordance with the **FDM**. This information will be included in the PER and Typical Section Package.

4.18 TRANSPORTATION MANAGEMENT PLAN – N/A**4.19 ENGINEERING ANALYSIS DOCUMENTATION**

The CONSULTANT will prepare a Preliminary Engineering Report (PER) as per **Part 2, Chapter 3** of the **PD&E Manual**.

The CONSULTANT shall include sufficient back up information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation. The engineering documentation shall be neatly and logically presented. The final engineering analysis documentation prepared by the CONSULTANT shall be signed and sealed by a Florida-licensed professional engineer.

4.20 PLANNING CONSISTENCY**4.20.1 Transportation Plans**

The CONSULTANT will coordinate with the COUNTY to obtain and review transportation plans throughout the life of the Project for all modes of transportation including freight, transit, and non-motorized. The following plans or studies should be reviewed as appropriate:

- MPO's adopted Long Range Transportation Plan (LRTP) Cost Feasible and Needs Plans
- Local Government Transportation Improvement Plan (TIP)
- State Transportation Improvement Program (STIP)
- Local Government Comprehensive Plan (LGCP)

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- Local Transit Development Plans (TDP) for bus, rail, or other services

4.20.2 Planning Consistency Form

The CONSULTANT will assist the COUNTY's finalization of Planning Requirements for Environmental Document approval in the appropriate form.

5.0 ENVIRONMENTAL ANALYSIS AND REPORTS

Tasks described within this section direct work efforts applicable to the environmental analysis and documentation for this Project. Prior to beginning environmental work, the CONSULTANT must review the ETDM Programming Screen Summary Report, summary degree of effect, resource agencies' comments, permits that may be required, and GIS information from the Environmental Screening Tool (EST). This review will support the CONSULTANT's ability to adequately assess the potential for Project alternatives to affect known environmental resource issues.

CONSULTANT activities to conduct and prepare environmental analysis and reports shall be done under the direction of the COUNTY Project Manager. The CONSULTANT will collect pertinent environmental data, conduct analyses, and document the results of this analysis within technical reports or memoranda. The analyses and reporting will be performed and presented in accordance with the procedures in the **PD&E Manual**. The CONSULTANT will analyze all Build Alternatives and the No Build Alternative with respect to impacts to natural, cultural, social and physical resources and document all analyses in the reports. Wherever appropriate the CONSULTANT will describe proposed measures to avoid, minimize, or mitigate project impacts on the environmental issues. Additionally, the CONSULTANT will summarize results of the environmental analysis in the Environmental Document. The CONSULTANT must verify and record in the Environmental Document any environmental resource that is identified as "No Involvement". The CONSULTANT will summarize in the Environmental Document the results of analysis of environmental resources that were completed as part of another study or performed by others concurrent with this project.

The CONSULTANT will support the COUNTY in uploading and completing various forms and data entry in the FDOT's SWEPT tool including completion of the Environmental Document and related attachments and other required project documentation.

5.1 SOCIOCULTURAL EFFECTS

THE CONSULTANT will conduct a Sociocultural Effects (SCE) evaluation in accordance with **Part 2, Chapter 4** of the **PD&E Manual**. The CONSULTANT will document the results of the SCE Evaluation in the Environmental Document and in the Project file and / or complete a stand-alone SCE report if required. If no involvement for a particular issue is indicated, then standard statements to that effect from **Part 2, Chapter 4** of the **PD&E Manual** will be included in the Environmental Document.

5.1.1 Social

- **Community Cohesion:** The CONSULTANT will identify and assess potential Project impacts on physical barriers, traffic pattern changes, social pattern changes, and loss of connectivity to community features and facilities.
- **Special Community Designation:** The CONSULTANT will identify and assess potential Project impacts on schools, churches, parks, emergency facilities, social services, daycare facilities, retirement centers, community centers, and retail locations.
- **Safety / Emergency Response:** The CONSULTANT will identify and assess potential Project impacts on the creation of isolated areas; emergency response time changes; and location of police, fire, emergency medical services.
- **Demographics:** The CONSULTANT will identify and assess potential Project impacts on minority, LEP persons, disabled persons, low-income populations, and/or special populations within the Project area. If minority or low-income populations are in the affected area, the determination of adverse effects to those populations, may need to consider potential effects beyond the six SCE issues for the purposes of Environmental Justice, per **Part 2, Chapter 4** of the **PD&E Manual** and may require additional coordination with the affected community to establish mitigation measures. The CONSULTANT in coordination with the COUNTY, must determine whether the Project effects are "disproportionately high and adverse". The CONSULTANT will discuss the magnitude and distribution of disproportionately high

SECTION E – SCOPE OF WORK

and adverse human health or environmental effects on minority and low-income populations for all alternatives. Coordination with the affected community and the identification of mitigation measures will be documented in the Environmental Document.

- **Community Goals and Quality of Life:** The CONSULTANT will identify and assess potential Project impacts on social value changes and compatibility with community goals and vision.

5.1.2 Economic

- **Business and Employment:** The CONSULTANT will assess potential Project impacts to business and employment activity in the project area, including industries with special needs (e.g., freight distributor) or significance (e.g., regional employer), economic-oriented land use, economic development plans, special designations, and community development priorities. Assessment will also include identification of changes to routes, access, parking, or visibility that could benefit or impair businesses, employment centers, community facilities, or population.
- **Property Values and Tax Base:** The CONSULTANT will assess potential Project impacts on the tax base, employment opportunities, and property values.

5.1.3 Land Use Changes

The CONSULTANT will evaluate the Project's consistency with the physical character of the area and applicable community plans.

5.1.4 Mobility

The CONSULTANT will evaluate potential Project impact on mobility and accessibility with regard to all transportation modes (i.e., pedestrian, bicycle, transit and vehicle) in the Study Area.

5.1.5 Aesthetics

The CONSULTANT will evaluate and summarize the Project's effect on viewshed and vista, community focal points, historic structures, landmarks, and community character in accordance with the **PD&E Manual**.

5.1.6 Relocation (Optional Services)

If relocations are required the CONSULTANT will prepare a Conceptual Stage Relocation Plan.

The CONSULTANT will identify residences, businesses, and institutional or community facilities that may require relocation to accommodate the Project. The CONSULTANT will obtain additional site-specific information needed to evaluate the effect of each project alternative on the displacement of residences and businesses.

The CONSULTANT will collect the data and perform the analysis necessary to complete a Conceptual Stage Relocation Plan (CSRP) for the proposed alternatives according to Chapter 9 of the Right-of-Way Procedures Manual if relocations are anticipated. This task will be considered as Optional Services.

5.2 CULTURAL RESOURCES

The **CONSULTANT** shall implement a Cultural Resources study to completely analyze the impacts to all cultural resources by all proposed alternatives. All work shall be conducted by a professional qualified under the provisions of 36 CFR 61 in compliance with the National Historic Preservation Act of 1966 (Public Law 89-665, as amended) and the implementing regulations (36 CFR 800) as well as with the provisions contained in Chapter 267, Florida Statutes.

This task includes identifying and analyzing impacts to archaeological sites and historic resources within the project Area of Potential Effects (APE), including documentation and coordination with appropriate agencies as per Part 2, Chapter 12 of the PD&E Manual, and the Department's Cultural Resource Management Handbook. In addition, attendance at public meetings may be required. The CONSULTANT will also review and address any resources listed in the Environmental Screening Tool (EST) by the State Historic Preservation Officer (SHPO)

SECTION E – SCOPE OF WORK

Environmental Technical Advisory Team (ETAT) member. (Work estimate should be based on number of identified cultural resources.)

5.2.1 Archaeological and Historic Resources

The CONSULTANT will identify and analyze impacts to archaeological sites and historic resources within the Project's Area of Potential Effects (APE). The APE must include potential pond sites. The CONSULTANT will complete the following:

a. Research Design Methodology: The CONSULTANT will prepare a Research Design and Survey Methodology for the project, to be submitted to the DEPARTMENT for approval prior to the initiation of field work. The CONSULTANT shall identify and map out the zones of probability for the project study area and identify any previously recorded resources. The Area of Potential Effects (APE) will be determined and must include potential pond sites.

b. Cultural Resources Assessment Survey (CRAS)

Field Work: The CONSULTANT shall identify any archaeological sites within the APE, including those previously recorded. They will excavate the appropriate number of shovel tests to delineate the boundaries of the site. The CONSULTANT shall identify any existing historic resources that are 45 years of age or older within the project area, including those previously recorded. Enough data will be collected to document each site or resource's significance in terms of eligibility for listing on the National Register of Historic Places (NRHP).

Documentation: The CRAS will be prepared with the appropriate level of documentation detailing the results of the survey, including the final assessments of resource significance, and including a Florida Master Site File (FMSF) form for all identified resources and a Survey Log.

c. Case Study Report: If required, a Case Study Report, documenting the application of the Criteria of Effect, will be prepared.

d. Memorandum of Agreement (MOA): The CONSULTANT will assist the DEPARTMENT with the preparation of a MOA, if required.

e. Consultation Meetings: The CONSULTANT will assist the DEPARTMENT with coordination of consultation meeting(s), if required.

f. Native American Coordination Meeting: If required, the CONSULTANT will assist the DEPARTMENT with coordination with any Native American tribes that have or wish to be involved or have input on the project or any site of relevance to them.

g. Public Involvement: If required, the CONSULTANT will assist the DEPARTMENT with public involvement.

h. Cultural Resource Committee Meetings: If required, assist the DEPARTMENT with any meetings with a Cultural Resource Committee.

5.2.2 Recreational, Section 4(f)

The CONSULTANT will review the Project Programming Screen Summary Report for comments regarding the project's potential involvement with resources protected by Section 4(f), in accordance with **Part 2, Chapter 7** of the **PD&E Manual**. The CONSULTANT will identify potential Section 4(f) resources, assist the COUNTY in conducting initial coordination with the Official(s) with Jurisdiction (OWJ) to determine the significance of the property, identify the characteristics and functions of the Section 4(f) resource, determine the "use" of the property by the project and prepare the appropriate documentation when Section 4(f) approval is required. The CONSULTANT will assist the COUNTY in coordinating with the OWJ(s) to identify measures to avoid and/or minimize the use of Section 4(f) resource(s) by the Project. The CONSULTANT shall document whether Section 4(f) or concurrent requirements are applicable, the Project's involvement with Section 4(f), agency coordination, and the project's compliance with Section 4(f) and summarize in the

SECTION E – SCOPE OF WORK

Environmental Document. CONSULTANT will incorporate any agreed upon minimization/mitigation measures as environmental commitments in the Environmental Document and the Project Commitment Record.

5.3 NATURAL RESOURCES

The CONSULTANT will review the Project Programming Screen Summary Report to identify the natural resources present and agency comments and concerns regarding these resources. The CONSULTANT will use this information as a basis for identifying natural resource evaluation areas to be field verified. The condition of the existing natural resources will be updated following field evaluation. The CONSULTANT will assess the Project's direct and indirect effects on the natural resources and will document the severity of the impacts, identify the avoidance and minimization measures taken, anticipated permits and document resolution of agency concerns and the agency coordination process in the Natural Resources Evaluation (NRE) Report and/or Environmental Document, as appropriate. If there is no involvement with a resource, then a statement to that effect will be provided, in accordance with **Part 2 Chapters 9, 11, 12, 13, 14, 15, 16 and 17** of the **PD&E Manual**, as appropriate. Supporting documentation will be uploaded to the project file in SWEPT.

5.3.1 Wetlands

Analysis: The CONSULTANT will identify and estimate the impacts to the wetlands and other surface waters in the project area in accordance with **Part 2 Chapter 9** of the **PD&E Manual**. The CONSULTANT will utilize the Uniform Mitigation Assessment Method (UMAM) to determine the type, quality, and function of wetlands. The CONSULTANT will evaluate the alternatives' direct and indirect impact to wetlands, including functional loss, and identify measures that avoid wetland impacts. Where wetland impacts are unavoidable, the CONSULTANT will identify practicable measures to minimize impacts. **Conceptual Mitigation:** The CONSULTANT will identify mitigation options, which will address potential impacts. If sufficient compensatory mitigation is not available, the CONSULTANT will propose alternative mitigation options.

Documentation: The CONSULTANT will document in the Natural Resources Evaluation (NRE) Report the identification and classification of wetlands and other surface waters, the functional analysis of wetlands, calculation of direct and indirect impacts, avoidance and minimization of impacts, conceptual mitigation measures for unavoidable impacts, and coordination with the resource agencies in accordance with **Part 2, Chapter 16** of the **PD&E Manual**. The CONSULTANT will summarize the NRE in the Environmental Document.

5.3.2 Essential Fish Habitat

This resource is not present or will not be impacted by the project. The CONSULTANT must verify and record in the Natural Resources Evaluation report and the Environmental Document.

5.3.3 Wildlife and Habitat

Analysis: The CONSULTANT will review the Project Programming Screen Summary Report and develop a study design (to be approved by the COUNTY) to evaluate the magnitude of the Project involvement with, and potential impacts, protected species, and designated or proposed critical habitats within the project study area and action area. Information should also be collected on habitat connectivity, areas that are ecologically important, and species that are otherwise protected by regulation. Upon approval of the study design, the CONSULTANT will perform literature review, field reviews, survey, and coordination necessary to determine Project involvement with, and potential impacts to, protected species and their habitats including proposed conservation measures as required in accordance with **Part 2, Chapter 16** of the **PD&E Manual**. The CONSULTANT will assist the COUNTY in consultations, including provide responses to agency requests for information, if required.

Documentation: The protected species and habitat evaluation and agency consultation will be documented in the NRE report, in accordance with **Part 2, Chapter 16** of the **PD&E Manual**, and summarized in the Environmental Document, including effect determinations, dates of concurrence, and/or outcomes of consultation. If it is necessary to prepare a Biological Assessment this documentation will be compiled as part of the NRE report.

5.3.4 Natural Resource Evaluation Report

SECTION E – SCOPE OF WORK

The CONSULTANT will document the results of the Wetlands and Surface Waters, Protected Species and Habitat, and Essential Fish Habitat evaluations in a Natural Resources Evaluation (NRE) report in accordance with **Part 2 Chapters 9, 11, 12, 13, 14, 15, 16 and 17** of the **PD&E Manual**, as appropriate.

5.3.5 Water Quality

The CONSULTANT will evaluate the data for and document water quality in the Water Quality Impact Evaluation (WQIE) Checklist in accordance with **Part 2, Chapter 11** of the **PD&E Manual**.

5.3.6 Special Designations

This resource is not present or will not be impacted by the project. The CONSULTANT must verify and record in the Environmental Document.

5.3.7 Identify Permit Needs

The CONSULTANT will review the Programming Screen Summary Report and identify permits required for the project.

It is anticipated that permits may be required from the US Army Corps of Engineers and the Southwest Florida Water Management District. Preliminary coordination with the United State Coast Guard (USCG) indicates that improvements or replacement of the existing bridges over the Tarpon Outfall Canal and Brooker Creek are likely to qualify for "Advanced Approval". Accordingly, a USCG Bridge Permit is not likely to be needed. However, the CONSULTANT will coordinate with the USCG to confirm this preliminary determination.

5.3.8 Farmlands

This resource is not present or will not be impacted by the project. The CONSULTANT must verify and record in the Environmental Document.

5.4 PHYSICAL EFFECTS

The CONSULTANT will summarize each of the physical effect issues in the Environmental Document. If no involvement for a particular issue is indicated, then a statement to that effect will be included. The CONSULTANT will identify the physical effect evaluation area. The CONSULTANT will assess the direct and indirect effects and will document the severity of the following:

5.4.1 Noise

The CONSULTANT will perform the noise analysis, noise abatement evaluation, and assessment of construction noise and vibration in accordance with the **Part 2, Chapter 18** of the **PD&E Manual** and the current version of FDOT's Traffic Noise Modeling and Analysis Practitioner's Handbook. The CONSULTANT will attend a noise study methodology meeting with the COUNTY and the DEPARTMENT prior to beginning analysis.

The CONSULTANT will document methodology and results of noise analysis and noise abatement evaluation in the Noise Study Report (NSR). The CONSULTANT will provide an electronic copy of the NSR, in PDF format, as well as all Traffic Noise Model (TNM) input/output files, and "readme" file that support the information documented in the report.

If the Project is determined to be a Type III project, the CONSULTANT will document that in the Project File.

5.4.2 Transit Noise and Vibration Analysis

This resource is not present or will not be impacted by the project. The CONSULTANT must verify and record in the Environmental Document.

5.4.3 Air Quality

SECTION E – SCOPE OF WORK

The CONSULTANT will gather data, perform the air quality screening analysis, and prepare the Air Quality Technical Memorandum to document the results of the screening analysis in accordance with **Part 2, Chapter 19** of the **PD&E Manual**.

The CONSULTANT will coordinate air quality monitoring if the project fails the Screening Analysis.

5.4.4 Construction Impact Analysis

The CONSULTANT will evaluate and document the potential impacts of construction of the Project alternatives in accordance with **Part 2, Chapter 3** of the **PD&E Manual**.

5.4.5 Contamination

The CONSULTANT will gather data, review data, and investigate contamination issues within the limits of the project and identify potentially contaminated sites in accordance with **Part 2, Chapter 20** of the **PD&E Manual**. The CONSULTANT will document data reviewed, findings, risk rating of potential contamination sites, and recommendation for additional assessment actions in the Contamination Screening Evaluation Report.

5.5 CUMULATIVE EFFECTS EVALUATION

The CONSULTANT will perform and document cumulative effects evaluation of each resource of concern identified based on context and in consultation with the DEPARTMENT as per the process outlined in the **Cumulative Effects Evaluation Handbook**. The cumulative effects evaluation should build upon information derived from the direct and indirect effects analyses.

5.6 PROJECT COMMITMENTS RECORD

The CONSULTANT will assist the DEPARTMENT in filling out **Form No. 700-011-35 Project Commitments Record (PCR)** to document project commitments in the Commitments section of the Environmental Document. DEPARTMENT **Procedure 700-011-035** will be used by the CONSULTANT for recording the project commitments. The CONSULTANT will forward the completed PCR form to the COUNTY a Project Manager.

6.0 ENVIRONMENTAL DOCUMENT

The CONSULTANT will prepare the Environmental Document and all attachments in accordance with **Part 1, Chapter 5** of the **PD&E Manual**. It is anticipated that the Class of Action for this project will be a FHWA Type 2 Categorical Exclusion.

7.0 METHOD OF COMPENSATION/PROJECT SCHEDULE**7.1 COMPENSATION**

Payment for the work accomplished will be in accordance with **Exhibit B** of this contract. The COUNTYs Project Manager and the CONSULTANT will monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the study schedule and the work accomplished and accepted by the COUNTY. The COUNTY Project Manager will decide whether work of sufficient quality and quantity has been accomplished by comparing the reported Scope of Services percent complete against actual work accomplished.

Invoicing will take place monthly and will include a progress report summarizing the work completed during the invoice period as well as a schedule update. The CONSULTANT will pre-submit invoices to the Project Manager prior to an official monthly submittal. The final invoice will be marked "FINAL" on the invoice and be accompanied by a letter from the CONSULTANT stating that this is the Final Invoice and that compensation for tasks completed, as described in the Scope of Services Agreement, is now concluded.

SECTION E – SCOPE OF WORK

7.2 SCHEDULE

The CONSULTANT's services will commence work upon receipt of written notice to proceed issued by COUNTY. The Project shall be completed within 24 months of Notice to Proceed unless otherwise directed by the COUNTY.

The CONSULTANT will also provide a Microsoft Project schedule with updates to be included with each monthly invoice submittal.

The COUNTY review period is 21 calendar days from the date of each milestone submittal. The DEPARTMENT review period is 21 calendar days. The CONSULTANT will provide responses to comments for the required submittal. The schedule should include sufficient review times for submittals that require review by the COUNTY and the DEPARTMENT. Any other delays beyond CONSULTANT's control will be documented in writing by CONSULTANT and submitted to the COUNTY for consideration to grant a schedule time extension.

D. ATTACHMENTS:

1. East Lake Road Existing Conditions Assessment_OPTIMIZED_2021-10-26
2. East Lake Road Preliminary Corridor Analysis_OPTIMIZED_2022-9-22
3. Sample Agreement

SECTION F - ELECTRONIC PAYMENT (EPAYABLES)

ELECTRONIC PAYMENT (EPAYABLES)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See above.

Would your company accept to participate in the ePayables credit card program?

Yes _____ No _____

For more information about ePayables credit card program please visit Purchasing Department website

www.pinellascounty.org/purchase/

Company Name

Signature

Printed Signature

Phone Number

Email

W9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

***Instructions to form W-9 available upon request**

The contractor must complete and submit to the County Form W-9 available: Through the following link:

www.irs.gov/forms-pubs/about-form-w-9

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the Internal Revenue Code (26 U.S.C. § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under the tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer.

SECTION G - ADDENDUM**SECTION G - ADDENDUM**

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding addenda issued is available on the OpenGov website, <https://secure.procurenow.com/portal/pinellasfl>, listed under the bid attachments.

SECTION H – STATEMENT OF NO BID**SECTION H – STATEMENT OF NO BID**

NOTE: If you do not intend to bid on this requirement, please complete this form. **Thank you.**

We, the undersigned have declined to submit a bid for No. **24-0175-RFP-CCNA** for **East Lake Road from Curlew Road to North Trinity Boulevard PD&E Study - Professional Engineering Consulting Services.**

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirement.

_____ Specifications unclear (explain below).

_____ Unable to Meet Insurance Requirements.

_____ Remove Us from Your "Notification List" Altogether

_____ Other (specify below).

REMARKS:

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

COMPANY EMAIL: _____

APPENDIX 1 – E-VERIFY AFFIDAVIT**APPENDIX 1 – E-VERIFY AFFIDAVIT**

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: _____

Print Name: _____

Date: _____

Federal Work Authorization User Identification No.: _____

Name of Pinellas County Contract and Contract No.: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of 1) physical presence __ or 2) online notarization __, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public: _____

Name typed, printed, or stamped: _____

My Commission Expires: _____

ATTACHMENT A: SMALL BUSINESS ENTERPRISE (SBE) STATUS FORM**ATTACHMENT A: SMALL BUSINESS ENTERPRISE (SBE) STATUS FORM****IMPORTANT:**

1. There is a maximum of 100 points available under this section, which will be awarded as follows:
 - a. If the prime firm is certified as a Pinellas County SBE, 100 points will be awarded.
 - b. If the prime firm utilizes 1 certified Pinellas County SBE as sub-consultant, 50 points will be awarded.
 - c. If the prime firm utilizes more than 1 certified Pinellas County SBE, as sub-consultant, 75 points will be awarded.
 - d. If the prime firm nor any of its sub-consultants are not certified as a Pinellas County SBE, 0% of the points available will be awarded.
2. Proof of certification for each firm claiming Pinellas County SBE status should be included in the submittal.

PRIME FIRM	PINELLAS COUNTY CERTIFIED SBE	
	Yes	No
1.		

SUB-CONSULTANT(S):	PINELLAS COUNTY CERTIFIED SBE	
	Yes	No
1.		
2.		
3.		
4.		
5.		

I certify that the information included in this Form is true and complete to the best of my knowledge and belief. I further understand and agree points awarded to this section will be based on the information provided and that this Form shall become a part of my contract with Pinellas County.

Name and Title of Authorized Representative: _____

Signature: _____

FOR PINELLAS COUNTY USE ONLY

MAXIMUM AVAILABLE POINTS	AWARDED POINTS			
100	<input type="checkbox"/> 100 Points (Prime Firm is Pinellas County SBE)	<input type="checkbox"/> 75 Points (More than 1 sub consultant is Pinellas County SBE)	<input type="checkbox"/> 50 Points (Only 1 sub consultant is Pinellas County SBE)	<input type="checkbox"/> 0 Does not meet criteria requirements