

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of _____ (effective date) by and between Pinellas County, a political subdivision of the State of Florida (“County”), and SurvTech Solutions, Inc. (“Contractor”), (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 22-0518-P-(JJ) (“RFP”) for Street-Level LiDAR and Imagery Data Acquisition and Extraction services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- A. **“Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **“County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information referenced in writing by the County as County Confidential Information.
- C. **“Contractor Confidential Information”** means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **“Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **“Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor’s quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

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3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 14, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Office of Asset Management Project Manager or Designee.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on the effective date and shall remain in full force and for one (1) years, or until termination of the Agreement, whichever occurs first.

B. Term Extension

The Parties may extend the term of this Agreement for two (2) additional one (1) year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

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6. Compensation and Method of Payment

- A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.
- B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the total not-to-exceed sum of \$370,327.71, for Services completed and accepted herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, upon submittal of an invoice as required herein.
- C. **Travel Expenses**
The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.
- D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
- E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis.

All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process 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.

7. Personnel

- A. **E-Verify** - The contractor and subcontractor 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. 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) 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.
- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

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C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination

A. Contractor Default Provisions and Remedies of County

1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
 - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or
 - iii. the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. **Termination for Cause by Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

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C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

10. Confidential Information and Public Records

- A. **County Confidential Information** - Contractor shall not disclose to any third-party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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 contract, contact the custodian of public records at 727-464-3237, mcchartier@pinellas.gov, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

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12. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto, and incorporated herein by reference.

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- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; 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") except when such injury, damage, or violation was caused by the negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties, or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

16. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Office of Asset Management Project Manager or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to SurvTech Solutions, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

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20. Subcontracting/Assignment

A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment**

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:
County Administration
Attn: Contract Administrator
315 Court Street
Clearwater, FL 33756

with a copy to:
Attn: Merry Celeste,
Purchasing and Risk Management Division Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

For Contractor:
SurvTech Solutions, Inc.
Attn:
David O'Brien
10220 U.S. Highway 92 East
Tampa, FL 33610

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23. 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 of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due, therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance, or law, or of any subsequent breach or violation of the same.

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29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements either oral or written.

(Signature Page Follows)

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida **PINELLAS COUNTY** acting by and through the

Board of County Commissioners

SurvTech Solutions, Inc.

By:

By:



Signature

Signature

Print Name

David O'Brien

Print Name

Title

President

Title

Date

February 06, 2023

Date

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

AGREEMENT

EXHIBIT A - STATEMENT OF WORK

A. Task 1 – Imagery and Data Capture

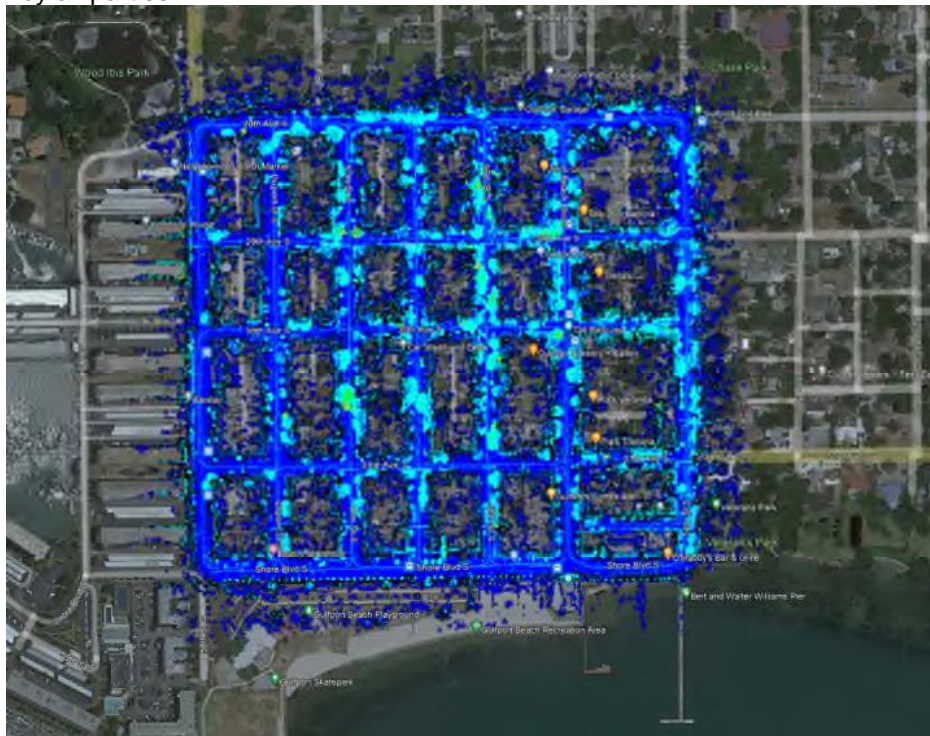
LiDAR and Imagery Hardware

The SurvTech team shall utilize a combination of a Riegl Vux 1 and Ladybug 5.0 360° camera system, collecting imagery and LiDAR data simultaneously. The Vux 1 system can acquire up to 1.8 million LiDAR data points per second, and motion is corrected with an Applanix AP60 IMU. Both SurvTech and Tetra Tech own and operate the Riegl Vux 1 sensor and Ladybug 5.0 camera, so, both firms have expertise in acquiring LiDAR and 360° imagery with this system. LiDAR and imagery data shall be downloaded daily and reviewed within 24 hours to determine any issues with the dataset, including scan density, pattern, drift, or imagery issues. SurvTech shall be performing data acquisition on the full 1863 miles of roadways.

Project Data Collection

Daily collection of Mobile LiDAR and 360° imagery will be approximately 65-100 miles a day depending on weather and local site conditions. The following collection methods will be utilized:

- Single-lane and 2-lane local streets that do not have any divided median will be collected in a single pass.
- Multi-lane and divided-lane roads will be collected by the outside lanes only. This will ensure the best possible collection of the adjoining buildings and minimize shadowing.
- In parks or gated communities only roadways adjacent to or leading to the identified building assets will be collected. (Where access is approved and available)
- Alleyways will not be collected. If requested, it will be on a per-site basis as the system will have access limitations to ensure no damage will be incurred by either the MLS or other utilities and trees in the roadway.
- Each day after the collection has been completed a KML of the total area covered will be generated and sent to the PM for review. This will also be used for project tracking to ensure all roadways have been collected.
- This data can also optionally be exported as a GeoTIFF file and imported into an ESRI platform for real-time project review by all parties.



- Data will be downloaded to the server every evening for processing the following day.
- Depending on the client's final deliverable requirements this data will either be housed locally in our Tampa Server or on our Azure cloud.
- Due to the size of the project and the processing power required it would be recommended to have this data stored on the Azure cloud and processed on Virtual machines.

AGREEMENT

- It will be recommended that at the completion of the project all cloud-hosted data be transferred over to the client's instance.

Task 1 Assumptions

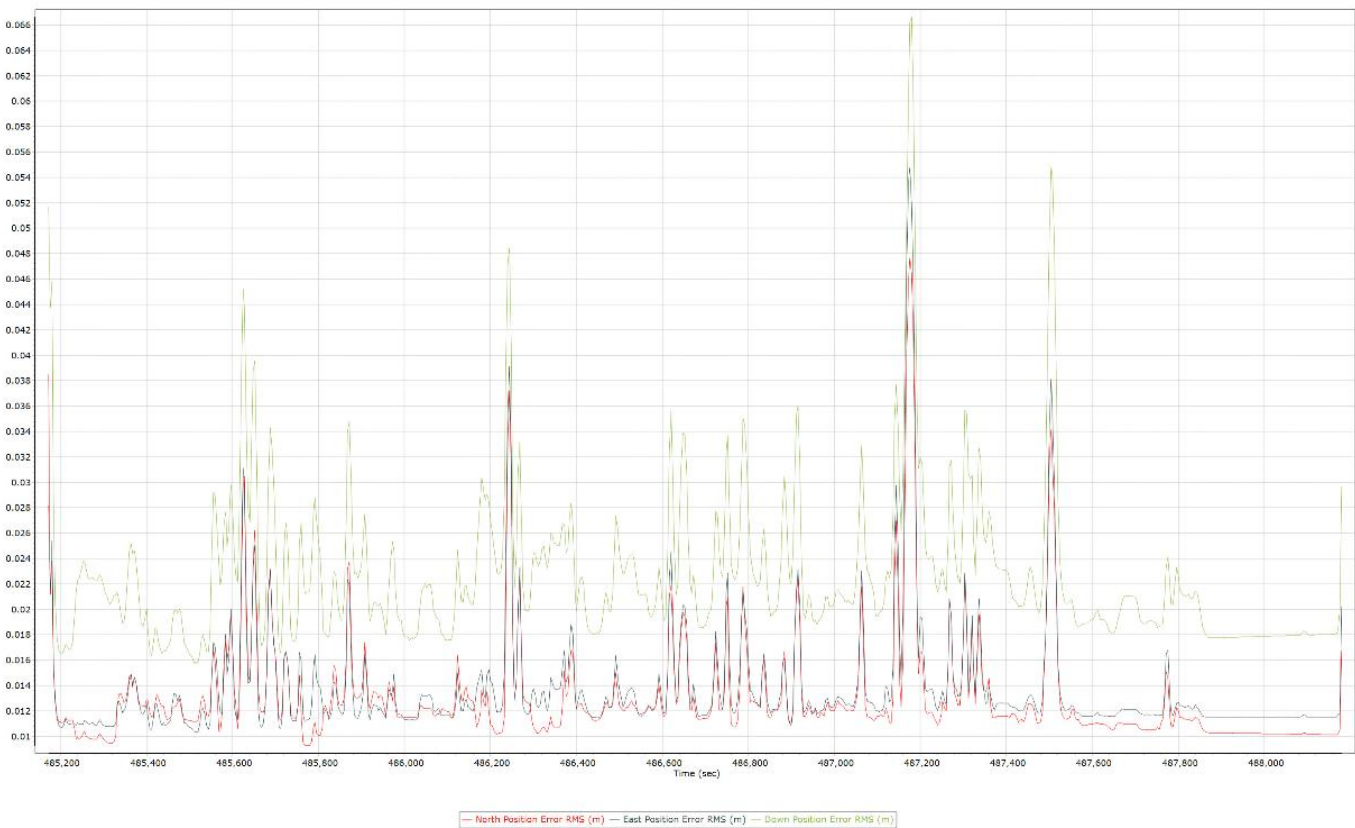
The SurvTech team shall be performing data acquisition on the full 1863 linear miles of roadways. It is assumed that we will have clear access to all roadways and parks to be able to complete the collection AOI as delivered.

B. Task 2 - Data Processing and Finish Floor Extraction

LiDAR Processing

After data download and upload to Azure cloud storage the data processing will be completed on Virtual Machines (VM). These VMs will be used to extract and adjust the data to the control points and generate the final deliverables. The initial step will be to use the base station data to process the initial raw trajectory into a final Post Processed Kinematic (PPK) trajectory solution. During this step, the team will do an initial QA/QC of the processed trajectory to ensure that the data is meeting minimum requirements for adjustment and ensuring that the initial starting trajectory will be sufficient for adjustment. The processing technician will view the GPS positioning and IMU solution and determine the amount of divergence. If the solutions don't diverge the processing technician knows that the positioning (navigation) data is accurate. **See the Chart on the below:**

GPS and IMU Divergence Chart:

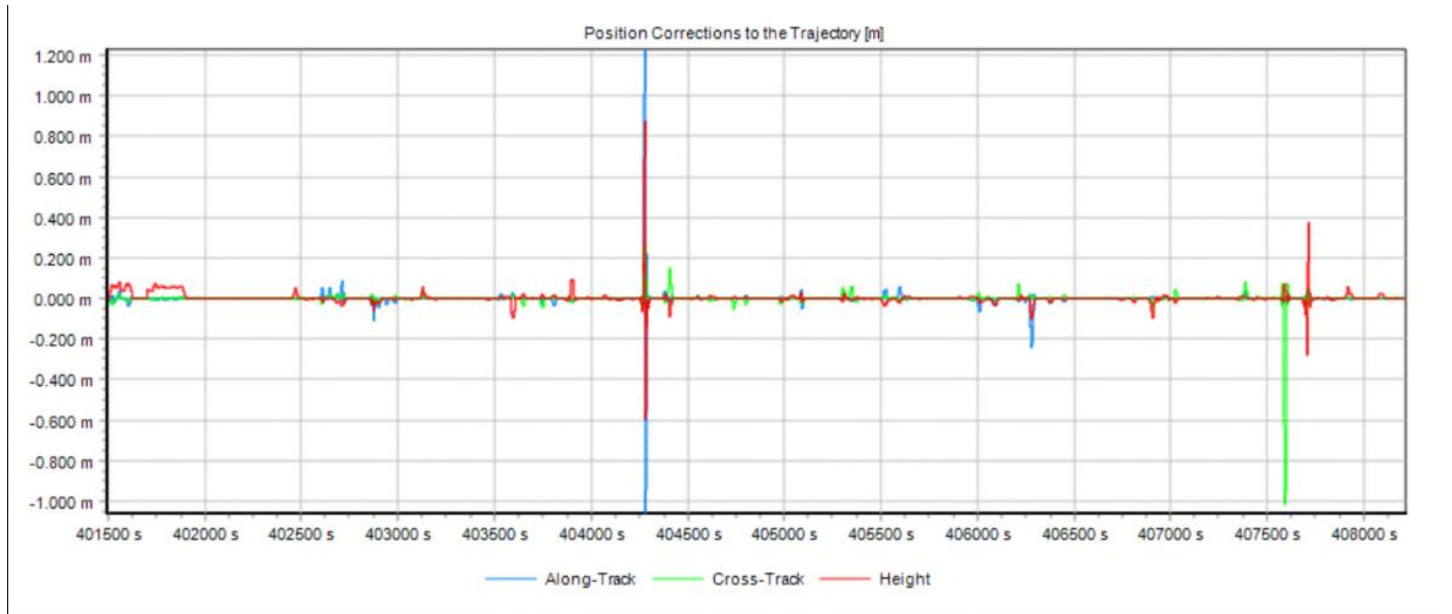


After the Trajectory has been processed and reviewed in PosPac software it will then be imported into the RiPROCESS software to start the processing and adjustment of the LiDAR and imagery data. In RiPROCESS we will be aligning the different passes together and also adjusting the entire collection area to the survey control points that have been laid out throughout the project limits. Lidar data will be adjusted to the defined control points in both horizontal as well as vertical adjustments. During this stage of the project, we will be reviewing the accuracy of the data to the surveyed control stations.

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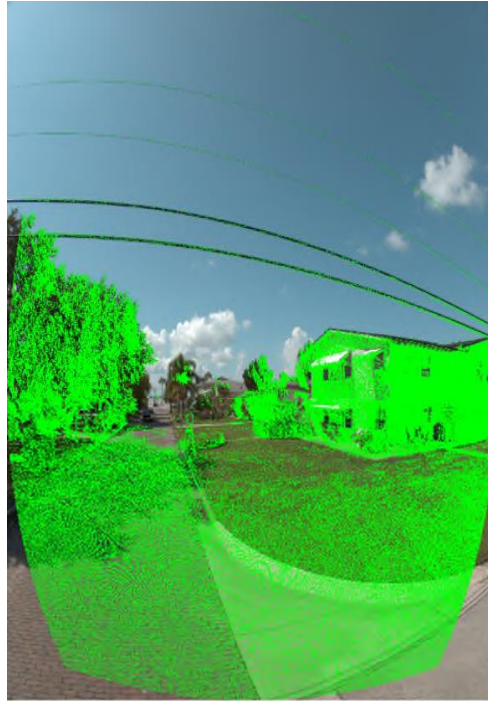
As part of the QA/QC process, we will perform additional check shots and if the overall registration values do not meet the standards of this project, we will mobilize the survey crews to collect supplemental control points to bring the data within tolerances. After the review and approval of the final registration, a complete registration report will be generated in the RIPROCESS software that will show final alignment values and individual Target values.

Adjustment to Control to Control Reference Network			
Adjustment Mode:		non-rigid with Translation	
Transformation to Control Reference Network			
	x [m]	y [m]	z [m]
Translation ECEF:	0.000	0.002	-0.001
Translation PRCS:	-0.001	0.000	-0.002
Total Translation	0.002 [m]		
Control Points			
Number of Control Points:		73	
Control Point	prior Separation [m]	estimated posterior Separation [m]	
Control Point 31			
Tie Point 31	0.055	0.002	
Tie Point 31	0.052	0.002	
Mean	0.053	0.002	
Control Point 32			
Tie Point 32	0.076	0.005	
Tie Point 32	0.074	0.004	
Mean	0.075	0.004	



AGREEMENT**Imagery Processing**

Once the LiDAR data is properly aligned and adjusted to the control the imagery will be brought in and converted from the raw LadyBug 5+ PGR files into individual JPG files and Pano imagery. In this step, we will define a 90% imagery quality to ensure a good overall resolution and optimize data size. This is critical for any web viewing software to ensure smooth visualization over a network. The imagery data is then checked to ensure proper alignment with the point cloud data. This is a critical step as any deviation here would cause variations in the visualization and point location when using the pick tools in the final web viewer. After the proper imagery alignment is completed then we will do a final colorization of the LiDAR data for each record to ensure that the final point cloud will have all RGB information.

**Final Data Compilation and Export**

At this step, we will again work with Pinellas County on a final approved tiling scheme for the project limits. This tiling scheme will be what is used to populate the final LAS files that will be delivered and used in the FusionMap viewer. From past experience, we recommend keeping the tiles under 5GB per tile. The ideal target size is closer to 2.5Gb per tile. For the sample area that equated to a 250ftX250ft tiling scheme

See the tiling scheme on the following page:

AGREEMENT

Tiling Scheme:



The imagery export will be a 360° panoramic image in JPG format. This will also be accompanied by metadata in the form of a CSV file that will show the mapping projection and centroid point of the image. This file will be used to ensure a proper alignment in the web viewer and in other future uses later. As an optional additional export, a TopoDOT imagery file can also be generated to be used in the TopoDOT software if future complete 3D feature modeling is needed.



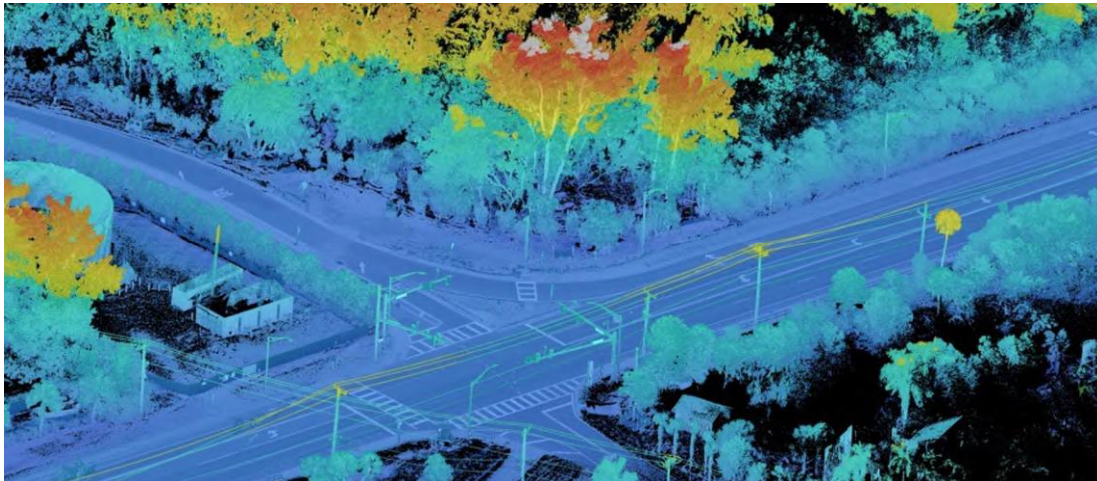
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LiDAR Data Extraction

Once the data has been post-processed, Tetra Tech will utilize our experienced team of LiDAR extractors paired with in-house built machine learning programs to extract out the Finished Floor Elevations of each building as identified by Pinellas County. Tetra Tech will deliver an x,y,z (easting, northing, elevation) database with the finished floor elevations of structures as well as identifying the structure type. For the purposes of our cost estimation provided Tetra Tech based its assumptions on the following numbers provided by Pinellas County. Scope 1 – Countywide Flood Vulnerability Area contains 105,923 structures.

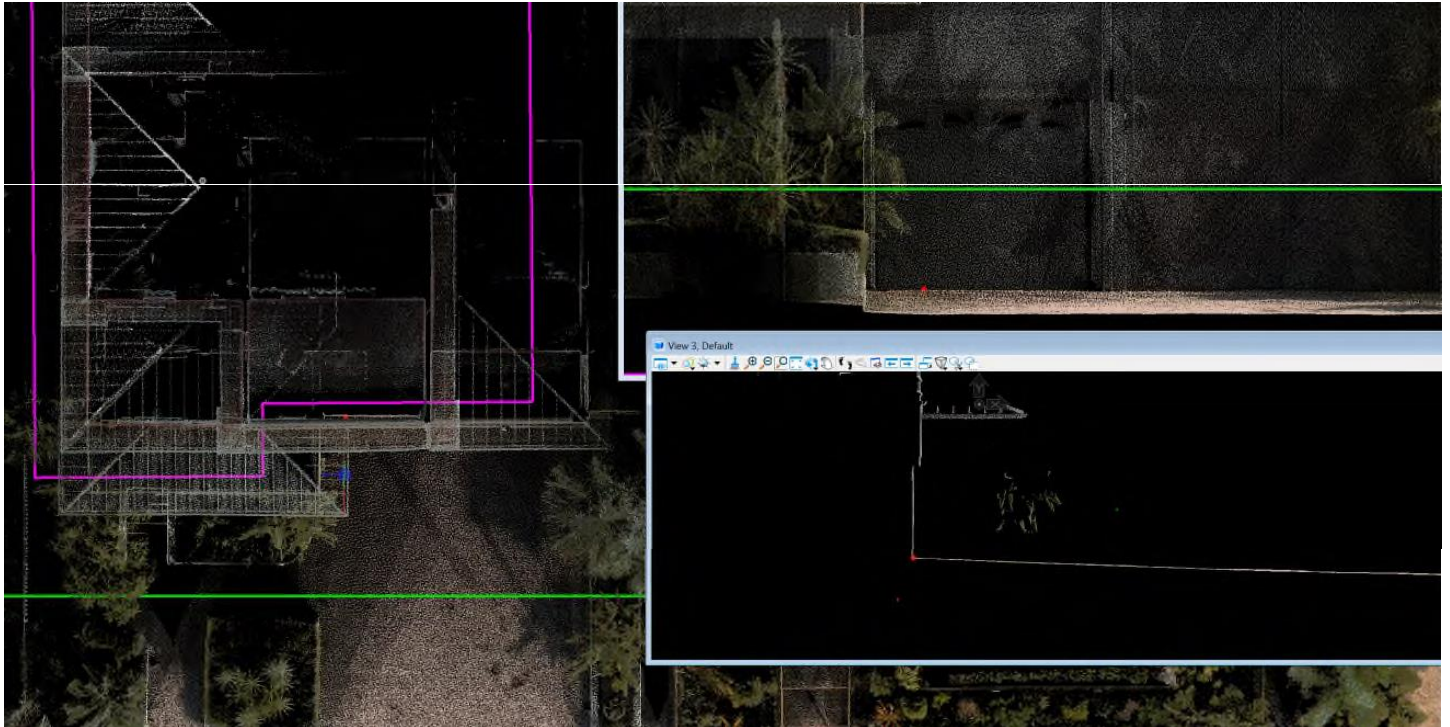
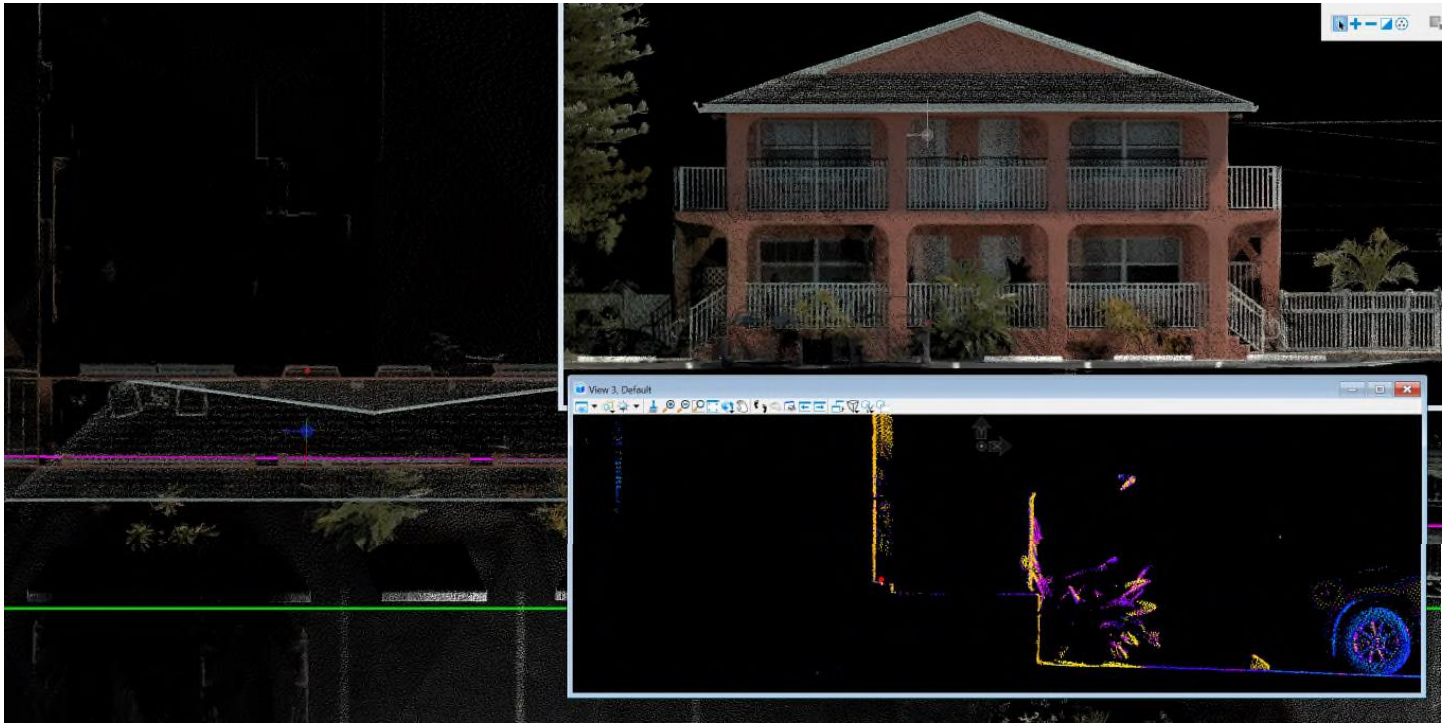
For the feature extraction every effort will be given to extract a finished floor elevation at the entryway to the building. If the primary entryway is not visible in the dataset an alternative elevation will be extracted. These alternative elevation points will need to be defined prior to the commencement of the feature extraction by the county. SurvTech and Tetra Tech will work with the county to properly define these alternative elevations and they will be delivered as separate layers of data.

For this methodology, we will be using a combination of software platforms. The main bulk of the data will be extracted using Bentley Microstation and the TopoDOT software platform. Both SurvTech and Tetra Tech have extensive knowledge using Microstation and TopoDOT software. This will allow us to quickly load data and identify the finished floor elevations. We are proposing that the majority of the extraction will be done manually to ensure the accuracy of final elevations. After the initial extraction, the data sets will go through a QA/QC process to ensure the final deliverables meet the required 4" vertical accuracy. To do this we will deploy conventional field crews to do random spot elevations on finished floor sites throughout the project limits. A final deviation report will be generated and delivered with final project submittals.



Sample Point Cloud Density (colorized by elevation).

AGREEMENT



As these elevations are extracted points will go through another QA/QC process to ensure the accuracy and completeness of the dataset. As sections are completed and reviewed, they will be then uploaded to the project database and published online. As the data sets are reviewed and published, we will work to use machine learning to help increase productivity.

AGREEMENT

Task 2 Assumptions

This task includes post processing of the LiDAR and imagery data, as well as the extraction of first floor elevation data for all buildings listed in the scope of work.

Not all finished floor elevations will be viewable due to obstructions in the filed collected data. Every effort will be made to collect the elevations but there will be some areas that are not accessible, and a finished floor elevation will not be generated for.

C. Task 3 – Software and Application Support for Web-Based Imagery and LiDAR Point Cloud Viewer

SurvTech is NOT creating a custom API that links ArcGIS to FusionMap, so there is no API for this purpose in this scope of work. Tetra Tech has developed a solution to integrate the various collected data into one single viewer. This web-based viewer can host 3D point clouds and panoramic imagery and allow for cross-referencing between the different data. This solution is beneficial to Pinellas County as it allows for collaboration and easy sharing of data without the need to have the data locally saved or any specific software installed. The point cloud viewer allows the user different functionality including measurements within the point cloud.

Pinellas County will have the ability to view a location by entering a roadway segment and mile chainage or by simply entering latitude and longitude coordinates.

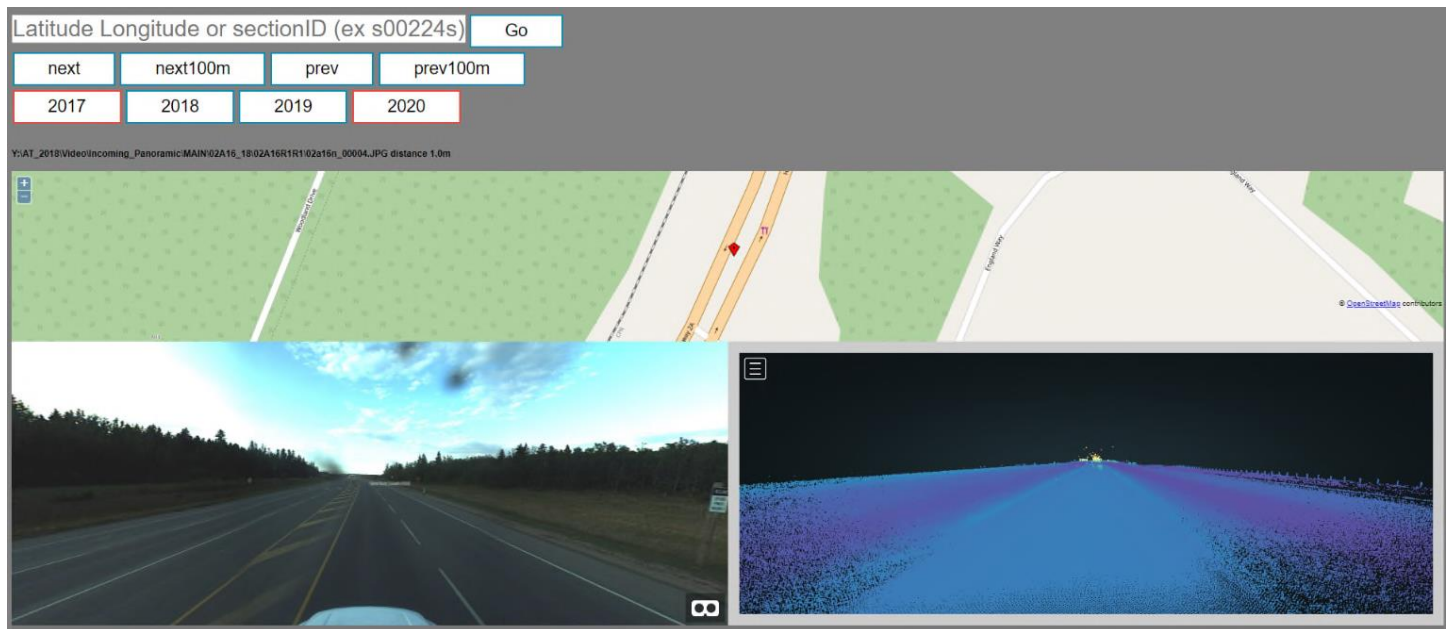


Figure 4: Sample Web-Based Viewer

As this platform is completely designed in-house, we can work with the county to ensure it is tailored to their direct needs and even overlay their logos and other items to make it public facing if that is desired. All data can be hosted locally on their servers, or we can work with the county to have the data hosted on our secure servers or on an AWS or Azure server service.

Task 3 Assumptions

Cost includes PM costs, web hosting setup, and file structuring. Pinellas County can choose to host data itself, so \$36,000.00 each year is "optional" and \$28,000.00 each year is "required" for FusionMap license and support. **Pinellas County shall host the dataset, so the \$36,000.00 has been removed from the cost, and data hosting is removed from this scope of work.**

See the cost breakdown in the table below.

AGREEMENT

Task 3 Cost Breakdown (Required and Optional Services)

Task 3 - Software and Application Breakdown				
Cost per TB (Estimate Only - Unit Cost)	Assumed	Total Annually	Optional	Required
\$3,000.00	12		Removed per County	
Fusion Map License		Total Annually		
\$18,000.00	1	\$18,000.00		\$18,000.00
Web Hosting Support		Total Annually		
\$10,000.00	1	\$10,000.00		\$10,000.00
Combined Annual Cost for Fusion Map and Web Hosting				
		\$28,000.00		\$28,000.00

D. Task 4 - ESRI ArcGIS Integration

SurvTech’s team will be actively working during the entire project on integrating the LiDAR and imagery data with Pinellas County’s ESRI ArcGIS platforms. Information that is extracted from LiDAR data, such as finish floor elevations (FFE) shall be imported into the ESRI geodatabases of the county’s GIS platforms. This feature data will be provided as a Web Feature Service (WFS) via a REST endpoint during the collection & analysis (C&A) phases. The LiDAR/Imagery viewer shall be connected to ArcMap, ArcGIS Pro desktop software, and ArcGIS Online. At which time it is deemed appropriate by the county, the final version of the data will be provided for direct input into their data warehouse for County use. Additional features the county wants to collect, beyond the finish floor elevations, can be extracted for an additional cost.

LiDAR and Imagery information shall be available to GIS users by external links to the dataset inside the GIS platform and by different user groups within the County. A separate feature class, provided in a similar way as those stated above, shall be made available to show the 'photo bubbles' and the routes they occur on, which will trigger a browser window to the viewpoint selected in the map. The viewer endpoint during the C&A phases will be a Tetra Tech Virtual machine, with logins given to all users in need. The data viewer will function similar to 'street view' in other products, with the added enhancement of measuring and feature-marking. Marked features are collected in a queue for further attribution and placed in their appropriate feature classes. The viewer will be hosted on Tetra Tech servers for the collection and analysis phases and moved to a server of the County's choosing at final delivery. At this point, the viewer can be hosted on Pinellas County servers, Tetra Tech servers, or 3rd party cloud servers, such as Amazon, Google, or Microsoft.

Because of the base in which the viewer is built, nearly any change can be made in the way the data is presented to fit the need of the end-users. This allows the County to achieve exactly the look and feel they are going after, with a great base and framework to start from in the stock Tetra Tech viewer. There is not an Out-of-the-Box (OOTB) product that ESRI provides to handle this sort of, and amount of, data. The 'Oriented Imagery' story map feature provides the photographic portion of what we are doing with this project but does not include lidar. Cyclomedia provides similar functionality but is locked into its sensors and servers (hardware specific). It is the teams' position that once this project has gone through the collection, analysis, and final delivery phases, ESRI will be interested in collaborating to further develop ESRI fully native tools to handle future datasets to provide the industry with an OOTB solution. It is exciting and an honor to work on a project like this that pushes the boundaries of what current software can achieve, and be a voice in what software should do, going forward. Pinellas County has chosen to advance into previously, as far as the SurvTech team knows, unaccomplished territory in the industry. Documented and presented properly, it could change the face of how lidar, 360 photography, and GIS/point cloud feature extraction is accomplished using the BYOD (bring your own device) mindset.

Task 4 Assumptions

SurvTech is providing ESRI Products and support **without** custom API. SurvTech is **NOT** providing a custom API for communication between ArcGIS and FusionMap.

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E. Task 5- Training

On-Site Training

After delivery of the mobile LiDAR dataset, SurvTech and Tetra Tech personnel shall provide onsite training to the system administrators and end users. With SurvTech being a local firm, the training shall consist of a minimum of 6 hours of onsite instruction for each group unless safety prevents onsite training classes. The first hour of training shall be an introduction to mobile (roadway) LiDAR and 360° and potential uses of the datasets. All training shall be recorded to ensure that county employees can rewatch the training later on demand, and SurvTech and Tetra Tech trainers shall be available for questions.

SurvTech shall create a training plan with implementation steps. The training plan shall consider the following requirements.

- Number of users requiring training.
- Level of technical ability of users?
- Subjects for training?
 - Introduction to mobile (roadway) LiDAR and 360° datasets.
 - GIS
 - LiDAR and Imagery Viewer
- Location of training
- In-person or virtual training
- Creation of training documentation, including manuals, videos, an online help menu, and an orientation program for new users.

All training under this initial offering will be “formal training”, following a designed form. Informal training and support are not included in this initial offering. The formal training will include goals for designed results. Benchmarks that ensure users meet a certain level of proficiency at the end of the training session, including testing, and/or hands-on operation of the software products. SurvTech shall allow all the formal training sessions to be recorded for in-house “informal” training by Pinellas County personnel or end-user study.

Task 5 Assumptions

Software support and training: Includes two six-hour training sessions. One for system administrators and one for end users. The onsite or virtual setting of the training shall be dependent on COVID protocols. Any additional training will be at additional expense. SurvTech shall include 1-hour in each session for an introduction to mobile LiDAR and 360° imagery data and the potential uses of said data.

F. Task 6 – Annual Maintenance Fee

SurvTech’s team member Tetra Tech shall utilize Fusion Map to host the 360° imagery and LiDAR data. There shall be annual maintenance fees for updating and maintaining Fusion Map.

Task 6 Assumptions

Annual Azure Hosting/Costs: Includes Web Server - Standard_D3_v2 - 4 CPU 14 MB RAM, GIS Server - Standard_D12v2 - 4 CPU 28 MB RAM, File Server - Standard F4s_v2, as well as time to maintain and update the software.

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G. Task 7 – Technical Memorandums, Deliverables, and Final Report

Deliverables

The project will produce a comprehensive geospatial dataset for all the county's transportation corridors. SurvTech shall present the county with the following deliverables per Pinellas County standards.

1. Horizontal and vertical control, ASCII format.
2. Discovery Workshop
3. Detailed project manual
 - a. Consultive feedback on the collection/extraction methodology used and the
 - b. database design criteria.
 - c. Integration with ESRI Enterprise GIS
 - d. QA/QC plan creation and implementation
 - e. Training materials and in-class training.
 - f. Project schedule
4. Weekly status reports during the acquisition phase.
5. Monthly status reports during the data processing phase.
6. Data delivery and Technical Memorandum
 - a. Metadata
 - b. Generalized 3D Surface/Streetscape Point Data
 - c. LAZ/LAS files with RGB colorized point data.
 - d. Finish Floor Elevation (FFE) of first floors of buildings adjoining and visible from roadways.
7. Elevation Visualization Application
8. API coding for GIS integration and other County information systems.
9. Final Report outlining the methodology used, problems encountered, solutions offered, and final deliverables.

Task 7 Assumptions

The technical memorandums and final report task shall include weekly status reports during the acquisition phase and monthly status reports during the data processing phase.

H. Project Schedule

A. Detailed Timeline – 24 Weeks from Notice to Proceed to Completion

All timeframes listed hereon are in calendar days and weeks. Below are each of the phases of work.

1. Research and Planning – 1 Week (Week 1)

SurvTech shall research and recover horizontal and vertical control stations throughout Pinellas County for quality control and quality assurance (QA/QC). SurvTech plans on using the Florida Permanent Reference Network (FPRN) for establishing targets, so existing control points shall be for accuracy verification purposes, or in areas where the FPRN may not be available. The SurvTech team shall plan the daily mobile LiDAR mapping routes.

2. Establishing Mobile LiDAR Targets – 5 Weeks (Begin Week 2, ending Week 6)

SurvTech personnel shall start establishing targets a week prior to the mobile LiDAR acquisition begins. This will give the targeting crews a two-week head start on the mobile mapping crew. SurvTech shall be required to set approximately 3800 targets across the project limits. SurvTech shall be required to run 3-crews setting 50-targets per day, working a 10-hour day. Targets are being surveyed using the FPRN, so all data collected will have real-time values. Data shall be processed and organized daily so that the control file can be given to the mobile LiDAR processing department the following day.

3. Performing Mobile LiDAR Data Acquisition – 9 Weeks (Begin Week 4, ending Week 12)

There exist 1863 miles of roadway to be acquired in Pinellas County. Our LiDAR acquisition vehicle can acquire approximately 65-100 miles per day which equates to approximately 30 business days or 1.5 calendar months with acquisition taking place on business days. However, due to situations such as rain, accidents, equipment failure, or other unforeseen circumstances, SurvTech is budgeting a 20% overage factor into the schedule for these circumstances.

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4. Data Processing Mobile LiDAR Data – 11 Weeks (Begin Week 5, ending Week 16)

The mobile LiDAR shall be processed daily to catch any issues or inconsistencies immediately and continue after data collection is completed, for another 4 weeks with the final delivery of the complete LiDAR point cloud and 360° imagery by the end of week 16.

5. Street Level Imagery Licensing (Data & Apps/APIs) – 11 Weeks (Begin Week 5, ending Week 16)

The street-level imagery shall be loaded into Tetra Tech’s web-based imagery and LIDAR viewing system, Fusion Map by the end of week 16. This web-based viewer will host the 3D point clouds and front-facing and panoramic imagery and allow for cross-referencing between the imagery and point cloud datasets. The point cloud viewer shall allow the user different functionality including measurements within the point cloud. Pinellas County will have the ability to view a location by entering a roadway segment and mile chainage or by simply entering latitude and longitude coordinates.

6. Web-Based Visualization Application Specifications – 11 Weeks (Begin Week 10, ending Week 20)

The web-based visualization platform has already been constructed by Tetra Tech and includes the following tools.

- Measuring tools, including distance and area calculations, and unit control.
- Pan and zoom controls
- Elevation tool.
- Unlimited user logins for web-based clients and GIS clients. It is however limited to six (6) active user licenses at one time, but multiple people can login with the same “user” instance.

Since the web-based visualization tool is already constructed, the deadline to have the data loaded and ready to utilize shall be by the end of the 20th week.

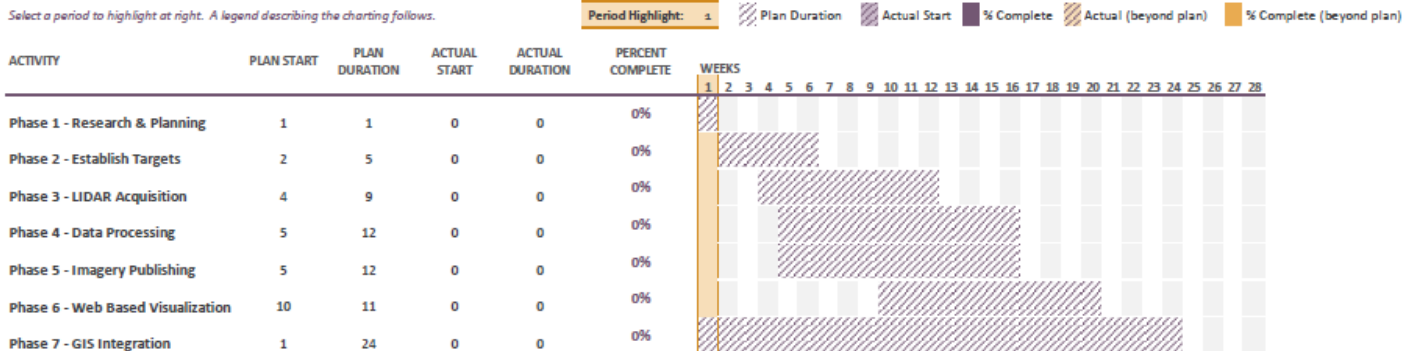
7. Complete GIS Integration – Delivery by 24 weeks (with exceptions below)

The web-based visualization platform shall be integrated with the County’s ESRI-based ArcGIS platform. The SurvTech team will be actively working during the entire project on integrating the LiDAR and imagery data with Pinellas County’s ESRI ArcGIS platforms. The finish floor elevations (FFE) shall be imported into the ESRI geodatabases of the county’s GIS platforms. Fusion Map will be integrated with ESRI ArcGIS as a Web Feature Service (WFS). The LiDAR/Imagery viewer shall be connected to ArcMap, ArcGIS Pro desktop software, and ArcGIS Online. The county shall determine if it will host the data in-house, on its cloud storage, or on cloud storage supplied by SurvTech. See the cost breakdown for Item 3 on Exhibit “C – Payment Schedule”.

8. See Project Schedule Chart below:

Project Schedule:

Pinellas County - Street Level LiDAR & Imagery Schedule



AGREEMENT

I. Workflow & Geodesy

A. Project Workflow

SurvTech Team

Project Principal and Professional Surveyor: David J. O'Brien Jr., PSM
Project Manager: Ray Brouillette
Project Surveyor: Stacy Brown, PSM
Survey Technician (Data Processor): To be determined (TBD)
Survey Party Chief: TBD
Survey Party Chief: TBD
Survey Party Chief: TBD
Mobile Mapping Manager: Bret Bienkowski
Mobile Mapping Technician: Devin Smith
Data Extraction and AI Manager: Reza Malehmir, Ph.D.
GIS Manager: Jon Douglas

Team Roles and Responsibilities

Project Principal: This individual shall be responsible for all the contracting responsibilities concerning the contract, as well as the final oversight of project costs, schedules, and client relations.

Project Manager: This individual shall be responsible for the overall project management, including each phase of the project, including horizontal and vertical control, targeting, imagery, and LiDAR acquisition, imagery licensing and application and API creation, web-based visualization application creation, final deliverables, and meeting budgets and project timelines. The project manager shall report to the project principal and oversee the entire project team.

Project Surveyor: This individual shall be responsible for the vertical and horizontal accuracy of all project data, which includes establishing horizontal and vertical control (targets) for georeferencing the LiDAR point cloud and 360° imagery. The project surveyor shall report to the project manager and oversee the survey team, which includes the survey party chiefs and survey technicians who are performing the field and office work to georeference the LiDAR point cloud and 360° imagery.

Survey Technician: This individual is experienced with processing RTK GPS and mapping on the NAD 1983 state plane projection, and NAVD 1988 vertical datum. The survey technician shall report to the project surveyor and perform data processing on the survey files collected by the survey party chiefs.

Survey Party Chiefs: This individual is experienced with utilizing RTK GPS, specifically the FPRN and Listen/Listen base/rover RTK with a cellular broadband connection, and mapping on the NAD 1983 state plane projection, and NAVD 1988 vertical datum. The survey party chief shall report to the project surveyor and perform data collection that shall be uploaded to the SurvTech cloud daily.

Mobile Mapping Manager: This individual shall oversee all the mobile LiDAR and 360° collection and processing. This individual shall report to the project manager and be responsible for the schedule, budget, and quality of the LiDAR and imagery acquisition and processing, including QA/QC of final mobile mapping deliverables. The mobile mapping manager shall also oversee the street-level imagery licensing, including the creation of applications and APIs for viewing and manipulating the imagery data, and the creation of a web-based visualization application.

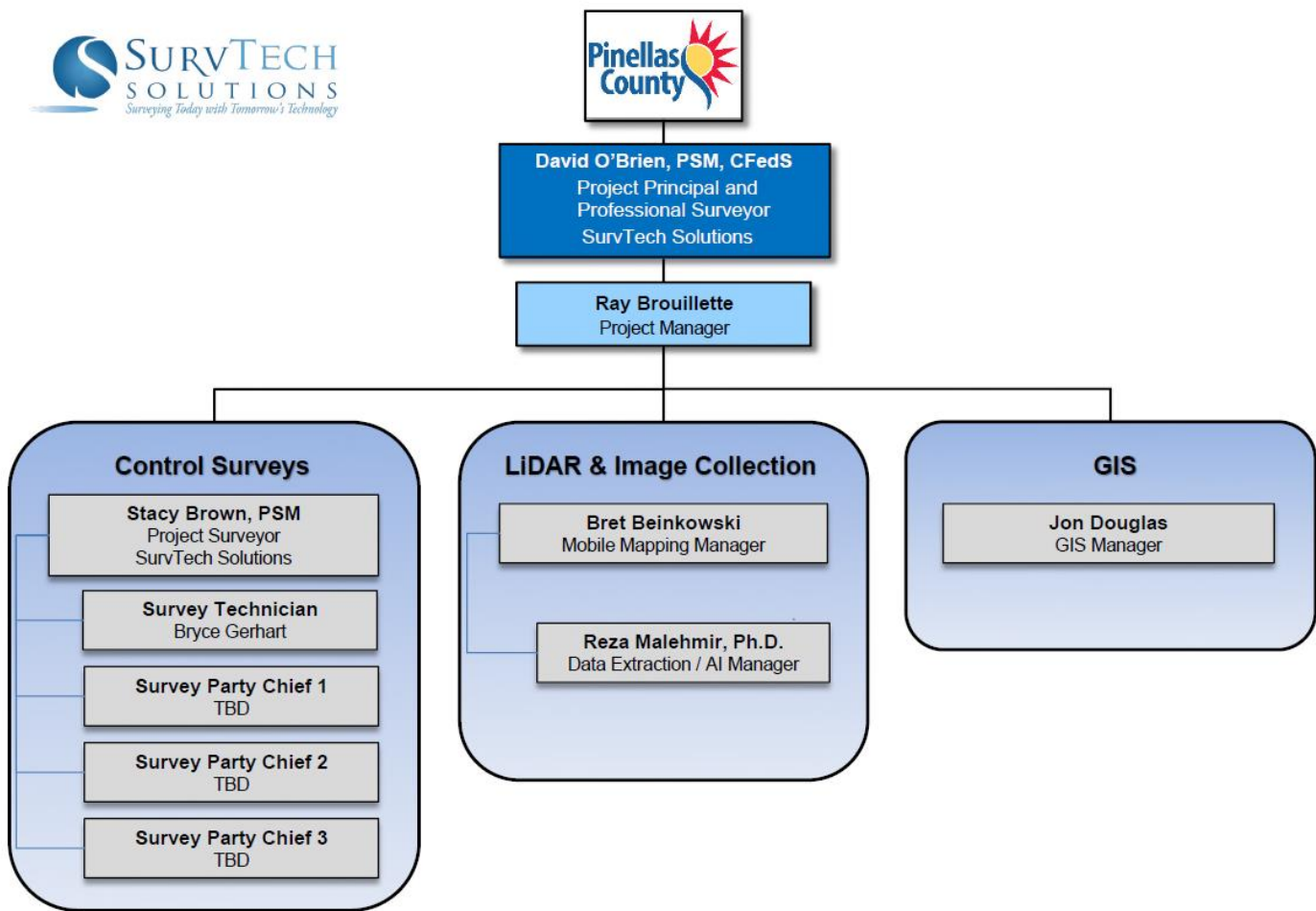
Mobile Mapping Technician: This individual is experienced with collection and processing Mobile LiDAR data. This technician is experienced in adjusting MLS data to control networks and aligning data to ensure a complete registration. The mobile mapping technician shall report to the Mapping Manager and perform data processing on the Mobile LiDAR data collected.

AGREEMENT

Data Extraction and Artificial Intelligence (AI) Manager: This individual shall be responsible for overseeing the manual extraction of vector and symbol data and georeferenced data, including attribution. They shall also be responsible for overseeing the automatic extraction of data from the LiDAR point cloud utilizing artificial intelligence. This individual shall report to the mobile mapping manager and oversee the manual and AI data extraction team, which will include finishfloor elevations and unspecified data later.

GIS Manager: This individual shall be responsible for overseeing the integration of the mobile LiDAR and 360° imagery data into the ESRI GIS platform, including ArcGIS Desktop, ArcGIS Pro, ArcGIS Server, Arc GIS Online, and Widgets for ArcGIS Web AppBuilder. They shall report directly to the project manager and oversee the GIS team that is designing the GIS integration.

See Organization Chart Below:



B. Horizontal And Vertical Control

Standards of Practice Statement

All Surveying and Mapping will be performed per “The Florida Standards of Practice for Surveying and Mapping” and signed and sealed by a Florida Professional Surveyor and Mapper. The data collection methods for this project shall follow the standards for Terrestrial Mobile LiDAR (chapters 35-40) in the FDOT Survey Handbook, dated February 18, 2021. This project shall be classified as a Type “C” – Lower Accuracy Mapping (36.1) project. Deliverables shall meet Pinellas County CAD Standards. All surveying and mapping on this project shall be overseen by a Florida professional surveyor and mapper.

AGREEMENT

Horizontal Datum

West Zone of the Florida State Plane Coordinate System, North American Datum (NAD) 1983_2011 Adjustment (NAD 83/2011), U.S. Survey feet.

Vertical Datum

North American Vertical Datum 1988 (NAVD 88), U.S. Survey feet.

Vertical Accuracy

Vertical Accuracy shall be +/- 0.333 feet (4 inches) with a 95% confidence level.

Establishing Horizontal and Vertical Control Stations

Horizontal and vertical control stations shall be established approximately every 2500 feet along the scan route on alternating sides of the roadway. These control stations shall be targeted for visualization in the LiDAR and imagery data and shall consist of "x's" or the exterior tip of a chevron. The control station and targets shall be placed on flat, non-sloped surfaces and painted or colored in such a way to stand out from the underlying surface. On dark surfaces, the targets shall be white, but on faded-out surfaces, there may be a need for black and white targets for contrast. Each target shall be established with network RTK (real-time kinematic) GPS, utilizing the Florida Permanent Reference Network (FPRN), and/or Carlson Listen/Listen cellular base rover. There are two FPRN base stations in Pinellas County, one located at Albert Whitted Airport and the other at Pinellas Counties McKay Creek Reclaimed Water Pump Station in Largo. Data shall be acquired with RTK and post-processed (PPK) with numerous other base stations for redundancy. SurvTech shall add additional control stations in areas of high vegetation and structures (buildings), such as in downtown St. Petersburg.

To ensure quality data, SurvTech shall utilize standardization of equipment for all GPS collection. Identical GPS receivers with fixed height two-meter poles shall be utilized. Published control stations shall be checked into at the start of the day and at the end of the day, including redundancy of measurements spaced out more than 6 hours apart for different satellite configurations. All control station/target coordinates shall be supplied to Pinellas County in ASCII format (northing, easting, elevation, feature code) per Pinellas County standards. All survey control shall be established by SurvTech Solutions, as the professional surveying and mapping company on the project. SurvTech shall utilize as much existing published control as possible, only setting new control stations when absolutely necessary.

AGREEMENT

EXHIBIT B - INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY

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

2. INDEMNIFICATION

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; 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") except when such injury, damage, or violation was caused by the negligence of the County.

3. INSURANCE:

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

The Contractor shall obtain and maintain and require any subcontractor 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, Contractor 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. If Contractor does not currently meet insurance requirements, Contractor 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.

Contractor 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 Contractor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at

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

- 1) The Contractor 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 Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - 2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this Agreement, the Primary Contractor 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 Subcontractors 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 Contractor and its Subcontractors 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 Contractor to the same extent the Contractor 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 Contractor 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 (except under Professional Liability if such policy is required) in favor of the County and other insurance terms and/or conditions as outlined below;
 - 6) Assign all warranties directly to the County; and
 - 7) Identify the County as an intended third-party beneficiary of the subcontract. The Contractor 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 Contractor.
 - 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:

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- 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 Contractor/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 Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 2,000,000

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.

- 3) **Business Automobile or Trucker's/Garage Liability Insurance:** covering owned, hired, and non-owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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- 4) **Property Insurance:** Contractor will be responsible for all damage to its own property, and/or materials.

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EXHIBIT C - PAYMENT SCHEDULE

Line	Description	Annual Mileage	Per Unit	Rate	Total
				Scope 1	
1	Imaginary/ LiDAR Capture	1863	Per Mile	\$52.77	\$98,310.51
2	First Floor Elevation Data Development	1863	Per Mile	\$15.40	\$28,690.20
	and	105923	Per Building	\$1.49	\$157,825.27
3	Software/ Application/ API Support	1	Per year/ Lump Sum	\$28,000.00	\$28,000.00
4	ERSI® Products and Support	1	Per year/ Lump Sum	\$11,000.00	\$11,000.00
5	On-Site Training-Software/ Application/ API	1	Per year/ Lump Sum	\$8,110.63	\$8,110.63
6	Annual Maintenance Fee	1	Per year/ Lump Sum	\$22,821.70	\$22,821.70
7	Technical Memorandums & Final Report	1	Lump Sum	\$15,569.40	\$15,569.40
Grand Total					\$370,327.71

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EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due 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

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 Contractor also include the information shown in 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.

INVOICE INFORMATION:

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

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

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

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

PO 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 of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge Contractors 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.pinellascounty.org/purchase).

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EXHIBIT E - 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 (County) 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 a Contractor in writing within 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 defined 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 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 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 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 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. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

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EXHIBIT F - CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
BID OR PROPOSAL NUMBER: 22-0518-P-(JJ)

PROPOSAL TITLE: Street-Level LiDAR and Imagery Data Acquisition and Extraction

This Agreement is fully funded with federal funds from the Community Development Block Grant – Mitigation Program made available by the U.S. Department of Housing and Urban Development and managed under Florida Department of Economic Development's Rebuild Florida Program. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

If this contract meets the definition of a "federally assisted construction contract", during the performance of this contract, the Contractor agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government's Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

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Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORS that apply or bid for an award **exceeding \$100,000** must submit a completed "Disclosure of Lobbying Activities" [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 - Remedies for noncompliance, including suspension or debarment.

Certifications and representations. [2 CFR § 200.209]: Unless prohibited by the U.S. Constitution, Federal statutes or regulations, CONTRACTOR may be required to submit certifications and representations required by this agreement, Federal statutes, or regulations on an annual basis. Submission may be required more frequently if the CONTRACTOR fails to meet a requirement of these provisions for contracts under federal awards.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per 2 CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

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Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Contractor Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

Domestic preferences for procurements. [2 CFR § 200.322]

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of Recovered Materials [2 CFR §200.323]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost-plus percentage of cost basis.

Retention of Records [2 CFR 200.334]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice. Record retention may be required to be longer if any of the provisions of 2 CFR 200.334(a)-(f) apply.

Access to Records [2 CFR 200 § 200.337]: The County, Pass-through agency or Federal awarding agency have the right of timely and unrestricted access to any documents, papers, or other records, including electronic records, of the CONTRACTOR which are pertinent to the Federal award in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

Remedies for noncompliance. [2 CFR § 200.339]: If CONTRACTOR fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or COUNTY may impose additional conditions, as described in 2 CFR § 200.208. If the Federal awarding agency or COUNTY determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or COUNTY may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the Federal awarding agency or COUNTY.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Agreement.

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(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of the COUNTY, recommend such a proceeding be initiated by a Federal awarding agency).

(e) Take other remedies that may be legally available.