

AGREEMENT

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.



NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Signalization Improvements Design at Various Locations - Professional Engineering Consulting Services

RFP CONTRACT NO. 24-0078-RFP-CCNA

COUNTY PID NO. 005750A

CONTINUING FIRM: HDR Engineering, Inc.

AGREEMENT

TABLE OF CONTENTS

TABLE OF CONTENTS 2

SECTION 1 - INTENT OF AGREEMENT 4

SECTION 2 - SCOPE OF PROJECT 5

 1. PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS 5

 2. PROJECT PHASES..... 5

 3. CONSULTING RESPONSIBILITIES 5

 4. GENERAL DESIGN CONDITIONS 5

 5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS 6

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT 7

 1. SERVICES 7

 2. BIDDING PHASE..... 7

 3. CONSTRUCTION PHASE 7

 4. PROVISIONS RELATED TO ALL PHASES 8

 5. PERMIT APPLICATIONS AND APPROVALS 9

 6. COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES 9

SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY 9

SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON 10

SECTION 6 - PAYMENT GUIDELINES AND CATEGORY OF SERVICES 10

 1. BASIC SERVICES 10

 2. OPTIONAL SERVICES 10

 3. CONTINGENCY SERVICES 10

 4. ADDITIONAL SERVICES 10

 5. INVOICING 10

SECTION 7 - COMPENSATION TO THE CONSULTANT 11

SECTION 8 - PERFORMANCE SCHEDULE 12

SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES 12

SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES 12

SECTION 11 - SATISFACTORY PERFORMANCE 12

SECTION 12 - RESOLUTION OF DISAGREEMENTS 13

SECTION 13 - CONSULTANT’S ACCOUNTING RECORDS..... 13

SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS 13

SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION 13

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246 14

SECTION 17 - INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 14

SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE..... 14

SECTION 19 - TRUTH IN NEGOTIATIONS..... 14

SECTION 20 - SUCCESSORS AND ASSIGNS 14

SECTION 21 - INTEREST ON JUDGMENTS 14

SECTION 22 - TERMINATION OF AGREEMENT 14

SECTION 23 - AGREEMENT TERM..... 15

SECTION 24 - CONFLICT OF INTEREST 15

SECTION 25 - ENTIRE AGREEMENT 15

SECTION 26 - PUBLIC ENTITY CRIMES..... 15

SECTION 27 - PUBLIC RECORDS 15

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION 17

EXHIBIT A 18

Scope of Services 18

AGREEMENT

EXHIBIT B 19
 Hourly Rate Sheet..... 19
EXHIBIT C - INSURANCE REQUIREMENTS.....51
EXHIBIT D - HAZARD MITIGATION GRANT PROGRAM PROVISIONS.....55

SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL **ENGINEERING CONSULTING** SERVICES FOR PUBLIC WORKS DEPARTMENT

This Agreement entered into on the **Click or tap to enter a date.** between Pinellas County, a political subdivision of the state of Florida, hereinafter referred to as the County, represented by its board of County commissioners, and **HDR Engineering, Inc.**, with offices in Tampa, FL, hereinafter referred to as the consultant.

WITNESSETH, that:

WHEREAS, Pinellas County, herein referred to as the County, requires **Professional Engineering Consulting** services associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of Signalization Improvements Design at Various Locations Pinellas County, Florida

WHEREAS, the County desires the Consultant provide professional engineering services requisite to the development of the project; and

WHEREAS, the consultant has expressed the willingness and ability to provide the aforementioned Services; and

NOW THEREFORE, the County and the consultant, in consideration of the mutual covenants hereinafter set forth, agree as follows:

AGREEMENT**SECTION 2 - SCOPE OF PROJECT****1. PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS**

For the purposes of this Agreement the term project shall include all areas of proposed improvements, all areas that may reasonably be judged to have an impact on the project, and all project development phases and the services and activities attendant thereto. It is not the intent of this Agreement to identify the exact limits or details involved in providing satisfactorily completed project construction documents. The Consultant shall provide the following professional services to prepare construction plans, specifications, and complete applications for and receive all federal, state, and local permits required for construction of the project. The project design shall be based on the following data:

TBD All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements. Exhibit A, Scope of Services is attached.

Required Deliverables

- Civil 3D file (eTransmit) of construction plans and for each transmittal phase. The plans shall be provided electronically, plus 2 paper prints signed and sealed by a Professional Engineer certified in the State of Florida.
- All technical specifications required for construction of project.

2. PROJECT PHASES

All project phases shall be completed on or before the milestone dates provided in the County approved project design schedule referenced in Exhibit A.

3. CONSULTING RESPONSIBILITIES

- A. It is the intention of the County that the consultant is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The consultant represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the County. Primary liaison with the County will be through the consultant's project manager. All of the services required herein will be performed by the consultant or under the consultant's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The Consultant shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the Consultant's Florida registered engineer.
- E. The consultant shall be responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall project time frames should also be prepared. These schedules must be submitted for County approval within 10 days of the initial project notice to proceed. These schedules will be used to verify consultant performance in relationship to fees claimed and to allow the County's project manager to monitor the consultant's efforts. The consultant shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated project time frames.
- F. The consultant shall respond, in writing, to all review comments made by the County, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

4. GENERAL DESIGN CONDITIONS

1. The Consultant shall coordinate and solicit appropriate input, with the knowledge of the County.

AGREEMENT

2. All design data, plans, and drawings shall be delivered electronically and or on travel drives formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All specification and other documents shall be delivered electronically and or on two travel drives, Microsoft Word & Excel format as required, as well as the reproducible hard copies.
3. One 1 original and 9 copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.
4. The Consultant shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

5. **GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS**

1. The project shall be designed by the Consultant in accordance with applicable industry standards. The Consultant shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the project or the services to be performed.
2. The Contractor and their Subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. 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) they shall immediately terminate the contract with the person or entity.

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

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

3. Supplier 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, Supplier 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, Supplier 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 Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;

AGREEMENT

- 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 Supplier to section 15 of this Agreement, "Indemnification."

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. SERVICES

A. SEE EXHIBIT A – SCOPE OF SERVICES.

2. BIDDING PHASE

The Consultant shall prepare with the county's assistance the necessary bidding information, bidding forms, the conditions of the Contract, and the form of Agreement between the county and the contractor. The Consultant also, shall bear the cost of 2 complete sets of documents (plans and specifications), 2 of which shall be signed and sealed by the consultant as original record sets for the project. Each sheet in the 2 construction plans print sets shall be signed, sealed and dated. The title sheet only of the 2 specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

1. The Consultant, following the county's review of the construction documents and of the latest statement of probable construction cost, shall be available to assist the county in obtaining bids, and in preparing and awarding construction contracts for each bid package. The Consultant shall assist conducting pre-bid conferences and shall prepare a bid tabulation spreadsheet following receipt of bids.
2. If the advertisement for bids has not commenced within 60 days after the consultant submits the approved construction documents to the county, any fixed limit of construction cost established as a condition of this agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the construction documents to the county and the date on which the advertisement for bids occurred.
3. The Consultant shall prepare any required addenda to construction plans and specifications on the project during the bidding phase affecting the consultant's plans and specifications. The Consultant shall also provide any addenda during the construction phase in sufficient quantity to distribute to all necessary parties as determined by the county. Addenda material shall be placed in envelopes by the consultant for mailing by the county. The consultant shall also furnish certified mail receipt material and prepare mailing labels. The county shall mail all addenda.

3. CONSTRUCTION PHASE

All contact and/or communication from the Consultant to the Contractor shall be coordinated with the knowledge of the County.

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for County.
3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.
5. Review for correctness Contractors pay requests for the County.

AGREEMENT

6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the County as required by construction exigencies. Response to any request must be received by the County within 24 hours of request, or the next available working day when the request is prior to a weekend or holiday.
7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the County of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the County.
10. Assist in the establishment by the County of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the County's use.
13. The Consultant shall visit the project as necessary, but at a minimum of 3 month, 6 month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the Consultant of other needed visits to the project should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The Consultant will provide 1 set of signed and sealed prints and 1 CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the County within 30 days following completion of construction.
17. Consult with, and recommend solutions to, the County during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.
18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.
19. Document noted defects or deficiencies and assist the County in preparing instructions to the Contractor for correction of noted defects.
20. The Contractor shall provide the Consultant with all the required projects close out material for Consultant's use in the warranty period services.
21. The Contractor shall have prime responsibility in the warranty period for all services herein. The Consultant shall assist, consult, observe review and document as noted.

4. PROVISIONS RELATED TO ALL PHASES

1. The Consultant will investigate and confirm in writing to the County, to the best of the Consultant's knowledge, conformance with all applicable local public and utility regulations.
2. The Consultant will coordinate work designed by various disciplines.
3. The Consultant shall submit to the County design notes and computations to document the design conclusions reached during the development of the construction plans.
 - a. 5 copies of the design notes and computations shall be submitted to the County with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any County comments shall be resubmitted. At the project completion, a final set of the design notes and computations, properly endorsed by the Consultant, shall be submitted with the record set of plans and tracings.
 - b. The design notes and calculations shall include, but not be limited to, the following data:
 - 1) Design criteria used for the project.
 - 2) Roadway geometric calculations

AGREEMENT

- 3) Structural calculations.
 - 4) Drainage calculations.
 - 5) Traffic design calculations
 - 6) Traffic control calculations
 - 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
 - 8) Calculations showing probable cost comparisons of various alternatives considered.
 - 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
 - 10) Other project-related correspondences as appropriate.
4. Each set of plans for the project shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the County. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the County.
 5. The Consultant shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the project.
 6. The County in no way obligates itself to check the Consultant's work and further is not responsible for maintaining project schedules.
 7. Other Consultant responsibilities shall be as listed below:
 - a. Provide necessary sealed drawings to obtain building permits or any utility permit.
 - b. Assist the County in Contractor claims and/or litigation.
 - c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the County against claims by suppliers or third parties.
 8. The Consultant must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.
 9. All work prepared and/or submitted shall be reviewed and checked by a Consultant (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional Consultant in responsible charge.
5. **PERMIT APPLICATIONS AND APPROVALS**
1. The Consultant shall prepare all permit applications, data and drawings required for submittal by the County for approval of local, state and federal agencies.
 2. The Consultant shall, at no additional cost to the County, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the project.
 3. For the purpose of ensuring the timely approval of all permits necessary for the construction of the project, the Consultant shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the project, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.
6. **COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES**
1. The requirements of the various utility services shall be recognized and properly coordinated with the project design.
 2. Drainage investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the project

SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY

The County shall provide the following for the Consultant's use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the project design, which the County may have in its possession.

AGREEMENT

- B. Reproduces of the County Engineering Department Standard Drawings applicable to the project.
- C. Sample copies of the County standard contract documents and specifications.
- D. Preparation of legal (front-end) section of the specifications.

SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

The following services shall be provided at no additional cost to the County:

1. Prior to the commencement of design activities, the County will conduct with the Consultant a pre-design conference for the purpose of discussing issues relative to the project, plans preparation and submittal procedures and to convey to the Consultant such items provided for under Section 4 as may be required and available at that time.
2. The Consultant shall make presentations to the County's Director of Public Works or designee as often as reasonably requested and at any point in the project development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the County's best interest.
3. The Consultant shall participate in Monthly project Conferences with County staff personnel. The meetings will be scheduled by the County at a location provided by the County.
4. The Consultant shall attend, as technical advisor to the County all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the project, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the County, shall either plead the County's case or provide engineering and technical assistance to the County in its pleading of the case.
5. The Consultant shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the County and appropriate County staff shall attend.

SECTION 6 - PAYMENT GUIDELINES AND CATEGORY OF SERVICES**1. BASIC SERVICES**

The services described and provided for under Sections 2, 3 and Exhibit A shall constitute the Basic Services to be performed by the Consultant under this Agreement.

2. OPTIONAL SERVICES

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the Consultant under this Agreement. Optional Services shall be rendered by the Consultant only upon written authorization by the County's Director of the Public Works, or designee.

3. CONTINGENCY SERVICES

When authorized in writing by the County's Director of Public Works or designee, the Consultant shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the project scope.

Compensation for any Contingency Services assignments shall be negotiated between the County and the Consultant at the time the need for services becomes known.

4. ADDITIONAL SERVICES

When executed by the County Administrator or Board of County Commissioners as an amendment to this Agreement, the Consultant shall provide such additional services as may become necessary because of changes in the Scope of project. Additional Services shall be classified as any change beyond the Contingency Services upset limit for compensation.

5. INVOICING

The Consultant may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase.

AGREEMENT

The County shall make payments to the Consultant for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.

The following services shall be considered reimbursable services and may be filled in full upon their completion and acceptance. The Consultant shall provide copies of supporting receipts/invoices/billing documentation. Self-performed reimbursable work shall be reimbursed at the firm's standard hourly rates for all related services. A breakdown of man hours and billing rates shall be provided with each invoice. An hourly rate sheet is attached (Exhibit B).

- A. Soil Analysis/Geotechnical Investigations.
- B. Contamination Assessments/Hazardous Material Analysis (if required).
- C. Aerial Photography (if required).
- D. Payment of Permit Fees (if required).
- E. Payment of the Public Information Meeting Advertisements, if required.
- F. Payment of the Court Reporter for public meetings, if required.
- G. Printing and Binding Services.

Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, the County may, prior to processing of the invoice for payment, require the Consultant to submit satisfactory evidence to support the invoice.

All progress reports shall be mailed to the attention of the designated Project Manager, Marina Abdel Malek.

SUPPLIER 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 Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER 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.

Fees for contingent or additional services authorized shall be invoiced separately, and shall be due and payable in full upon the presentation of satisfactory evidence that the corresponding services have been performed.

SECTION 7 - COMPENSATION TO THE CONSULTANT

1. For the basic services provided for in this Agreement, as defined in Section 3.1, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of \$169,641.00: for the Task 1 - General Task Phase of the project.

A Lump Sum Fee of \$162,296.00: for the Task 2 - Environmental Documentation and Permitting Phase of the project.

A Lump Sum Fee of \$213,237.00: for the Task 3 - Roadway Analysis Phase of the project.

A Lump Sum Fee of \$461,805.00: for the Task 4 - Traffic Analysis Phase of the project.

A Lump Sum Fee of \$156,078.00: for the Task 5 - Plans Preparation Phase of the project

A Lump Sum Fee of \$0.00: for the Task 6 - Survey and Subsurface Utility Engineering Phase of the project

A Lump Sum Fee of \$0.00: for the Task 7 - Utility Coordination Phase of the project

A Lump Sum Fee of \$103,646.42: for the Task 8 - Geotechnical Investigation Phase of the project

AGREEMENT

A Lump Sum Fee of \$70,074,.00: for the Task 9 - Mast Arm Structures Phase of the project

The above fees shall constitute the total not to exceed amount of \$1,336,777.42 to the Consultant for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

- For the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of: \$0.00.

- For any CONTINGENCY SERVICES performed, the County agrees to pay the Consultant, a negotiated fee based on the assignment, up to a maximum amount not to exceed \$50,000.00 for all assignments performed.
- Total agreement not-to-exceed amount \$1,386,777.42.
- For any ADDITIONAL SERVICES, the County agrees to pay the Consultant a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.
- In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the Consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

SECTION 8 - PERFORMANCE SCHEDULE

Time is of the essence in this Agreement. The Consultant shall plan and execute the performance of all services provided for in this Agreement in such manner as to ensure their proper and timely completion in accordance with the following schedule:

- The services to be rendered by the Consultant shall be commenced upon receipt from the County of written "NOTICE TO PROCEED."
- All project phases shall be completed on or before the milestone dates provided in the County approved project design schedule referenced in 2.3 E.
- The Consultant shall not be held responsible for delays in the completion of the project design when the County causes such delays. The County reviews related to the above submittals shall not exceed 21 days.

SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

- The contingency services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Public Works or designee.
- The additional services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.
- The Consultant shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation, therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

The County reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. Any subconsultant not listed as part of the prime consultant's team at time of award must be approved by the Director of Purchasing prior to performing any service.

SECTION 11 - SATISFACTORY PERFORMANCE

All services to be provided by the Consultant under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the County's Director of Public Works or designee.

AGREEMENT**SECTION 12 - RESOLUTION OF DISAGREEMENTS**

1. The County shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.
2. The decision of the County upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

SECTION 13 - CONSULTANT'S ACCOUNTING RECORDS

1. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.
2. The Consultant's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the County's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The County shall not audit payroll and expense records on task assignments paid by lump sum fee.
3. For the purpose of such audits, inspections, examinations and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until 5 years after the date of final payment by the County to the Consultant pursuant to this Agreement.
4. The County's agent or authorized representative shall have access to the Consultant's facilities and all necessary records in order to conduct audits in compliance with this Section. The County's agent or authorized representative shall give the Consultant reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by the Consultant under this Agreement shall be delivered to and become the property of the County. The Consultant, at its own expense, may retain copies for its files and internal use. The County shall not reuse any design plans or specifications to construct another project at the same or a different location without the Consultant's specific written verification, adaptation or approval.

SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION

1. The Consultant must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached
2. If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the County relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

AGREEMENT**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the Consultant shall not discriminate against employee or applicant for employment because of race, color, religion, sex or national origin.

SECTION 17 - INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant acknowledges that it is functioning as an independent Consultant in performing under the terms of this Agreement, and it is not acting as an employee of County. Consultant 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. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 19 - TRUTH IN NEGOTIATIONS

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

SECTION 20 - SUCCESSORS AND ASSIGNS

The Consultant shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the County.

SECTION 21 - INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitation thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of 5%, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 22 - TERMINATION OF AGREEMENT

1. The County reserves the right to cancel this Agreement, without cause, by giving 30 days prior written notice to the Consultant of the intention to cancel. Failure of the Consultant to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of County. Alternatively, at the County's discretion, the County may provide to Consultant 30 days to cure the breach. Where notice of breach and opportunity to cure is given, and Consultant fails to cure the breach within the time provided for cure, County reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.
2. If County terminates the Agreement for convenience, other than where the Consultant breaches the Agreement, the Consultant's recovery against the County shall be limited to that portion of the Consultant's compensation earned through date of termination, together with any costs reasonably incurred by the Consultant that are directly attributable to the termination. The Consultant shall not be entitled to any further recovery against the County, including but not limited to anticipated fees or profit on work not required to be performed.

AGREEMENT

3. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.
4. In the event that conditions arise, such as lack of available funds, which in the County's opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

SECTION 23 - AGREEMENT TERM

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for eight hundred (800) consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 24 - CONFLICT OF INTEREST

1. By accepting award of this Contract, the Consultant, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the Consultant's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for the project for which the Consultant is furnishing its services required hereunder.
2. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the County.

SECTION 25 - ENTIRE AGREEMENT

This Agreement represents, together with all Exhibits and Appendices, the entire written Agreement between the County and the Consultant and may be amended only by written instrument signed by both the County and the Consultant.

SECTION 26 - PUBLIC ENTITY CRIMES

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

SECTION 27 - PUBLIC RECORDS

Consultant 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 Consultant 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.

AGREEMENT

CONTRACTOR'S DUTY:

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

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

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

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellas.gov

AGREEMENT

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name: HDR Engineering, Inc.

By: [Signature of Katie E. Duty]

Print Name: Katie E. Duty

Title: Vice President

Date:

PINELLAS COUNTY, by and through its Board of County Commissioners

By: [Signature]
Chairman

Date:

ATTEST: Ken Burke, Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

Date:

APPROVED AS TO FORM

By: [Signature of Miles Belknap]
Office of the County Attorney

EXHIBIT A - SCOPE OF SERVICES

ENGINEERING CONSULTING SERVICES

For

**SIGNALIZATION IMPROVEMENTS DESIGN
AT VARIOUS LOCATIONS**

Contract No. 24-0078-CN

County PID: 005750A

Prepared for:

**Capital Improvement Division
Pinellas County Public Works
14 S. Ft. Harrison Ave.
Clearwater, FL 33756**



July 2024



County PID: 005750A

Professional Engineering Services for Signalization Improvements Design at Various Locations

SCOPE OF SERVICES FOR ENGINEERING CONSULTING SERVICES

This Exhibit forms an integral part of the agreement between Pinellas County (hereinafter referred to as the COUNTY) and HDR Engineering, Inc., (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

I. PROJECT TITLE

Professional Engineering Services for the design of new mast arms, ADA upgrades and minor intersection resurfacing improvements at the locations listed below:

1. Tampa Rd at 19th St.
2. Belcher Rd at Lancaster Dr.
3. Belcher Rd at 142nd Ave.
4. West Bay Dr at 20th St.
5. West Bay Dr at 14th St.
6. West Bay Dr at Pinellas Shopping Center.
7. Park Blvd at 137th St.
8. Park Blvd at 131st St.
9. Park Blvd 125th St.

II. OBJECTIVE

The overall objective of this document is to describe the scope of work and responsibilities of the CONSULTANT preparing a set of Contract Documents including plans, specifications, estimates, supporting engineering analysis, calculations, and other technical documents in accordance with the COUNTY and FDOT policy, procedures, and requirements for the design of mast arms at the signalized intersections identified above. These Contract Documents will be used by the contractor to build the project and test the project components. These Contract Documents will be used by the COUNTY representatives for inspection and final acceptance of the project. The CONSULTANT shall ensure that all required project components are included in the development of the Contract Documents and the project can be built as designed and to specifications. The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work.

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with COUNTY procedures. The CONSULTANT is expected to know the applicable laws and rules governing their professions and are expected to provide services in accordance with current regulations,



County PID: 005750A

Professional Engineering Services for Signalization Improvements Design at Various Locations

codes and ordinances and recognized standards applicable to such CONSULTANT services. The CONSULTANT shall provide qualified technical and CONSULTANT personnel to perform to COUNTY AND FDOT standards and procedures, the duties and responsibilities assigned under the terms of this Agreement.

All locations will require improvements to meet the Americans with Disabilities Act requirements. The proposed work includes the design of steel mast arms and new pedestrian features. The crosswalks and stop bar markings will be overlaid to enhance visibility and eliminate removal of the existing markings or milled and resurfaced to enhance visibility of new markings, if necessary.

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities.

III. PROJECT DESCRIPTION

The primary intent of the project is to replace existing strain poles with mast arms at the identified intersections. The project will also address current ADA deficiencies related to sidewalks, curb ramps and PED signals.

IV. SCOPE OF WORK

Pinellas County is seeking the professional services of an engineering consultant to prepare separate plan sets and specifications for each of the above project locations. Elements of work may include roadway, survey, subsurface utility engineering (SUE), utility coordination, geotechnical investigation, pavement markings, signalization, maintenance of traffic, cost estimates, environmental permits, and clearances (if necessary), quantity computations and all necessary incidental items for a complete project. All required permits shall be obtained by the engineering CONSULTANT. Plans shall be prepared in accordance with Pinellas County CADD Standards Manual and using the latest Pinellas County CADD Kit.

a) Required Deliverables

- Civil 3D file (eTransmit) of construction plans and for each transmittal phase. The plans shall be provided electronically. Final plans must be signed and sealed by a Professional Engineer registered in the State of Florida. Final plans may be signed and sealed electronically or by wet or embossed seal.
- All technical specifications required for construction of project.

Task 1: GENERAL TASKS

Project General Tasks, as listed below, are work efforts that are applicable to many project activities, (Roadway Analysis) through (Geotechnical). These tasks are defined and included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.



County PID: 005750A

Professional Engineering Services for Signalization Improvements Design at Various Locations

Cost Estimates: The CONSULTANT is responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and at each milestone of the project.

Specifications Package Preparation: The CONSULTANT shall assist the COUNTY in preparation of a complete specifications package. The CONSULTANT shall provide all applicable Technical Special Provisions and review of all required COUNTY and FDOT supplemental specifications for all items and areas of work. The CONSULTANT shall utilize the appropriate COUNTY approved pay item structure.

Contract Maintenance and Project Documentation: Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders, and documents, developing technical monthly progress reports and schedule updates. Project documentation includes the compilation and delivery of final documents, reports or calculations that support the development of the contract plans.

Digital Delivery: The CONSULTANT shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to the COUNTY on acceptable electronic media, as determined by the COUNTY.

Project Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with COUNTY and/or Agency staff, between disciplines and subconsultants, such as traffic operations meetings, utility design meetings, state governments, regulatory agencies, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the COUNTY's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting. The CONSULTANT shall attend monthly progress meetings (assumed 9-month schedule). The CONSULTANT shall provide meeting minutes for review and approval to the COUNTY.

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Right of Way Coordination: The CONSULTANT shall provide right of way assistance as necessary for temporary construction easements, permanent easements, and right of entry. The CONSULTANT shall prepare sketches to be approved by the County's Real Estate Department and sent to affected property owners, modification of the letter for each property owner receiving the letter, and sketch of work to be performed with the area of the easement or right of entry. Effort includes submittal of the letters to County for review as well as revisions.

Quality Assurance/Quality Control: It is the intention of the COUNTY that the CONSULTANT, including their subconsultant(s), are held responsible for their work, including plans review. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans are developed using the Pinellas County CADD Kit, follow the County's plan submittal guidelines and are



County PID: 005750A

Professional Engineering Services for Signalization Improvements Design at Various Locations

prepared in accordance with Pinellas County Transportation Design Manual, Florida Greenbook, FDOT Standard Plans, FDOT Design Manual, Traffic Engineering Manual, MUTCD, and the FDOT Structural Design Manual. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the COUNTY. It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT will regularly communicate with the COUNTY'S Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise. The CONSULTANT shall be responsible for the CONSULTANT quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, and other services furnished by the CONSULTANT and their subconsultant(s) under this contract. The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Task 2: ENVIRONMENTAL DOCUMENTATION AND PERMITTING

This project is partially funded by the Federal Emergency Management Administration (FEMA) and coordinated through the Florida Department of Emergency Management (FDEM). All work will be authorized as a Type 1 Categorical Exclusion. The CONSULTANT shall perform the desktop environmental assessments and prepare an FDOT Type I Categorical Exclusion Checklist and associated environmental memorandums for submittal to FDEM for approval by FEMA.

The CONSULTANT shall visit the project site with COUNTY and respective regulatory agencies, as necessary, to determine the applicability of any permits. The CONSULTANT shall prepare a SWFWMD Request for Verification of an Exemption application, including plans and applicable documents.

The CONSULTANT shall submit the draft application to the COUNTY for review and signature after receiving and incorporating comments from the 60% design review, unless agreed upon otherwise by the COUNTY. All permit fees will be the responsibility of the COUNTY. If required, the CONSULTANT will complete the Section 7 consultation with United States Fish and Wildlife Services (USFWS) regarding any federally protected species adjacent to or within the project limits. The CONSULTANT will prepare a technical memorandum for the county detailing the results of the environmental analysis.

The CONSULTANT shall submit the verification request online to SWFWMD and support the application review, including RAI responses and a field review, if required.

Task 3: ROADWAY ANALYSIS

Horizontal/Vertical Design Files: The CONSULTANT shall design the geometrics using the design standards that give proper consideration to the adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, and scope of work. The FDOT Design Manual shall be used for State roadways. At a minimum, the Florida Greenbook Standards (2018) shall be met. This includes all work to create



County PID: 005750A

Professional Engineering Services for Signalization Improvements Design at Various Locations

elements showing the alignment for both horizontal and vertical geometrics in plan and profile portion of plan sheets. Includes efforts to place labels and required information in accordance with the COUNTY'S CADD Manual in master design file.

Eight (8) of the Nine (9) intersections except for Belcher Road at Lancaster Drive, have been recently resurfaced.

The CONSULTANT shall investigate by field measurements the existing sidewalks and curb ramps for compliance to ADA criteria and document the findings and present to the COUNTY. In cases where ADA compliance cannot be achieved, a Design Variation to the Florida Green Book policies will be prepared by the CONSULTANT and submitted to the COUNTY for approval.

Any unforeseen roadway geometric and/or sidewalk and curb ramp modifications will be identified and included as CONTINGENCY WORK for discretionary approval by the COUNTY.

Design Criteria Memorandum: The CONSULTANT shall develop project specific design criteria to be included in the design report. The CONSULTANT shall evaluate the approved geometrics approved by the COUNTY for the purpose of estimating design and construction needs based on initial observations. The CONSULTANT shall recommend to the COUNTY, either correction of any deficiencies, or obtaining the appropriate design variation or exceptions.

The CONSULTANT shall review the intersections to determine if a request for variance for design criteria not conforming to the Florida Greenbook requirements is warranted. Should a Design Exception or Design Variation be necessary on a State roadway the CONSULTANT shall prepare the design exception or variation in accordance with the FDOT Design Manual. The effort to prepare a Design Exception or Design Variation will be included in Task 10 as CONTINGENCY WORK.

The CONSULTANT shall submit to the COUNTY design notes, data, and calculations to document the design conclusions reached during the development of the contract plans.

The design notes, data and computations shall be recorded on size 8-1/2" x 11" sheets, fully titled, numbered, dated, indexed, and signed by the designer and the checker. The data shall be submitted electronically to the COUNTY.

Traffic Control Analysis: The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular, bicycle, and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Traffic control shall include temporary vehicle detection as may be necessary.

Engineer's Estimate & Quantities: The CONSULTANT shall prepare an Opinion of Probable Construction Costs to be provided with each design phase submittal. The CONSULTANT shall utilize existing cost data available from the COUNTY as well as FDOT historical data as applicable.



County PID: 005750A

Professional Engineering Services for Signalization Improvements Design at Various Locations

The CONSULTANT shall prepare bid quantities that include all bid items that comprise the project design. Bid items shall include reference to applicable COUNTY & FDOT Measurement and Payment items. Bid proposal sheets to be included in the contract documents will be prepared by the COUNTY based on CONSULTANT quantities.

Roadway Field Reviews: The CONSULTANT shall conduct site reviews for each location. One (1) site review shall be conducted prior to the 60% plans submittal and one (1) additional site review prior to 100% plans submittal. Additional site reviews may be necessary to resolve plan review comments.

Right-of-Way Consideration: The CONSULTANT shall establish right-of-way requirements at locations where right-of-way is insufficient to construct proposed improvements. The COUNTY will provide direction on how to proceed with these locations once identified.

Task 4: DRAINAGE ANALYSIS

The general goals for the project drainage design are to ensure existing drainage features are not adversely impacted by the signalization improvements and construction of pedestrian features.

Task 5: TRAFFIC ANALYSIS

Signing & Pavement Marking Analysis: The CONSULTANT shall analyze and document Signing and Pavement Markings in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The signing and pavement marking plans is to be provided for the intersection of Belcher Road and Lancaster Drive. All other intersections will not be resurfaced.

Reference and Master Design File: The CONSULTANT shall prepare the Signing & Pavement Marking Design file to include all necessary design elements and all associated reference files including signs beyond the project limits that would need to be adjusted.

Quantities: The CONSULTANT shall provide quantity take off calculations for the project at 60% Plans, 100% Plans and Final Plans for the signing and pavement marking component of the entire project.

Signalization Analysis: The CONSULTANT shall analyze and document Signalization Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

FDOT Standard Specifications shall be used for the project. Consultant shall prepare any special conditions that may be required for inclusion in the construction documents. The special conditions include specifications pertaining to project specific details and special construction methods or sequencing that may be required to construct the project. Special conditions shall be prepared and submitted electronically which can be inserted directly into the COUNTY'S



County PID: 005750A

Professional Engineering Services for Signalization Improvements Design at Various Locations

specifications. Once completed the CONSULTANT shall be the engineer record for special provisions and supplemental technical specifications.

Reference and Master Signalization Design File: The CONSULTANT shall prepare the Signalization Design file to include all necessary design elements and all associated reference files.

Overhead Street Name Sign Design: The CONSULTANT shall design Signal Mounted Overhead Street Name signs.

The CONSULTANT shall collect information from the COUNTY and conduct a field review. The review should include, but is not limited to, the following:

- Existing Signal and Pedestrian Phasing
- Type of Detection
- Interconnect Media
- Controller Timing Data

Fiber Optic Splice Diagrams: There are existing fiber optic cables terminated at the intersections. The CONSULTANT shall produce fiber optic cable splicing diagrams to connect the intersection communication router to the existing Fiber Optic network (FON). Fiber optic splice configurations shall remain the same as existing in terms of the allocated buffer tube and strands.

Typical and Special Details: The CONSULTANT shall prepare typical and / or special details for conditions in the project not addressed by the Standard Plans for Design, Construction, and Maintenance

Signalization plans shall be prepared for each location. Plot existing and proposed topography, showing ROW and existing/proposed utilities. Show ground elevations at each signal pole site and highest point of roadway under each proposed mast arm. Station and offset of mast arm installations must also be shown. All mast arm structure mounted signs including street name signs and regulatory signs as well as all installation components shall be labeled with appropriate pay item number and quantity. Signal head details, controller operation notes, controller timing chart and loop detector chart shall also be included. If a special signal operation plan is used it shall be detailed on the signal plan including any preemption phases. The COUNTY will provide existing signal timings for each location. The vehicular detection will be non-intrusive, but the existing inductive loop detection will be reconnected to the new traffic signal to be terminated as a redundant hard-wired vehicular detection. Signalization design shall also include the replacement of all signalization equipment including, but not limited to, traffic controller cabinets, loop assemblies, video detection, CCTV cameras (if currently present), conduit, and pull boxes.

Intersection Lighting Analysis:

The CONSULTANT will provide a lighting design for the intersection to meet current FDOT horizontal and vertical lighting criteria for signalized intersections. The lighting design will not



County PID: 005750A

Professional Engineering Services for Signalization Improvements Design at Various Locations

include vertical analysis for any existing driveways. The analysis will include voltage drop analysis for conductor sizing. Portions of the lighting may be furnished and installed by Duke Energy. Lighting not furnished and installed by Duke Energy will be energized using the 120-volt traffic signal service. The lighting design will be included on the signalization plan sheet.

Task 6: PLANS PREPARATION

Roadway Plans: The CONSULTANT shall prepare construction plans for all work within the project limits. These plans shall be in accordance with the FDOT Design Manual and COUNTY CADD Standards Manual. The plans shall be prepared at a scale of 1" =100' and 1" =40' and include the following, at a minimum:

- Key Sheet
- Signature Sheet
- Tabulation of Quantities
- General Notes/Pay Item Notes
- Typical Sections for the intersection of Belcher Road and Lancaster Drive.
- Roadway Plan Sheets (as appropriate)
- Drainage Structures (if necessary)
- Cross Sections & Driveways (as appropriate)
- Drainage Structures (if necessary)
- Cross Sections & Driveways (as appropriate)
- Erosion Controls
- Maintenance of Traffic Plans
- Utility Adjustment Plans
- Signal/Signing and Pavement Marking Plans for the intersection of Belcher Rd. and Lancaster Drive.
- S&PM General Notes/Pay Item Notes for the intersection of Belcher Road and Lancaster Drive.
- Mast Arm Tabulation Sheet
- Standard Mast Arm Assembly Data Tables Sheet
- Power Service One-Line Diagram
- Cross Sections for all mast arm poles
- Temporary Traffic Control Plans for Signals
- Geotechnical Soil Boring Data
- Report of Core Borings for Pavement Design at Intersection of Belcher Rd and Lancaster Dr.
- Survey Report
- Survey Notes
- Survey Abbreviations
- Survey Control Points



County PID: 005750A

Professional Engineering Services for Signalization Improvements Design at Various Locations

Task 7: UTILITY COORDINATION

Utility Coordination – The COUNTY is responsible for coordinating its design work with public and private Utility Agency/Organization having existing and/or planned facilities within the limits of the project.

The COUNTY must provide the UAOs project plans and/or Civil 3D files at the 60% and 100% complete design phases, as drafted by the CONSULTANT. If the project files are larger than UAOs email servers allow (generally 10 MB), the CONSULTANT should be responsible for electronic plan and/or Civil 3D file transfer as directed by the COUNTY. At the 60% phase, UAOs will be sent plans and instructed to provide green lines back to the County. This submittal will be used to ensure that all existing utility infrastructure was gathered. During the 100% complete design phase, the UAOs will be instructed to return a set of plans to the COUNTY showing their utility relocations/adjustments, new facility designs, existing utility facilities to remain and utility facilities to be removed. The COUNTY'S and CONSULTANT'S utility coordination responsibilities will continue throughout the design process to assist with resolving potential utility conflicts.

Utility Adjustment Plans – The CONSULTANT must prepare utility adjustment sheets as part of the project plan set to show existing public and private utility facilities remaining in place, new utility facilities to be constructed and utility facilities to be removed. Utility adjustment plans must be prepared on reproducible copies of the plan and profile sheets, cross section sheets, drainage structure sheets and signalization plans, if applicable. The CONSULTANT is to identify all potential utility conflicts or constructability issues (i.e., OSHA clearance issues with equipment relating to overhead power lines) based on the data provided within the Survey, horizontal and vertical field investigations and information provided by the UAOs. Any Quality Level D utility information received from UAOs should not be incorporated into the plans but will be used for additional Survey or SUE investigation. A conflict matrix itemizing utility conflicts by UAO must be prepared by the CONSULTANT and submitted to the COUNTY. The COUNTY must distribute to UAOs. Four weeks on average should be allowed for each UAO to respond with appropriate resolution. The CONSULTANT must coordinate with the COUNTY and UAOs to determine areas of apparent conflict or constructability concerns and request Subsurface Utility Engineering activities (Conflict Resolution) to confirm whether a conflict exists and to what degree. The Final design review submittal must include final utility adjustment plans that reflect the final disposition of all public and private utilities. Any subsequent utility conflicts are to be resolved and all final design revisions complete at the final design submittal.

Utility Coordination Meetings – The CONSULTANT must attend utility coordination meetings to be held after the 60% design submittal and prior to the 100% final design submittal. The meetings will be held an average of 30-45 days after notification to utility agencies. The COUNTY will be responsible for organizing these meetings. The COUNTY will prepare formal correspondence issuing project plans and/or Civil 3D files as outlined above. The COUNTY should moderate the meeting. The CONSULTANT should discuss the project design (roadway, sidewalk, drainage, etc.) with particular emphasis on potential utility conflicts and constructability concerns. The



County PID: 005750A

Professional Engineering Services for Signalization Improvements Design at Various Locations

CONSULTANT must prepare detailed minutes and distribute to all attendees. Representation at the meeting should consist of internal County stakeholders, Consultant engineering staff and UAOs with facilities located and/or planned within the project limits.

Final agreements with Utilities (Final Plans) – The COUNTY will transmit the necessary legal drafts and documents to each UAO as required.

Review and Acceptance – The CONSULTANT should be responsible for making all necessary reviews and acceptance of utility related materials including but not limited to, Utility Right of Way Permitting, Joint Project Agreement Plans, Utility Work Schedules, and technical specifications. Certification for FDOT LAP Agreement Projects – The COUNTY will certify the following:

All utility negotiations (full exception of each agreement, technical special provisions, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made, and no utility relocation work should be involved.

OR

Plans were sent to the UAOs, and no relocations/adjustments are required.

Task 8: GEOTECHNICAL INVESTIGATION

The CONSULTANT shall be responsible for geotechnical investigation at all mast arm locations. The geotechnical investigation shall also include roadway cores for the intersection of Belcher Road and Lancaster Drive to determine resurfacing requirements. All work performed by the CONSULTANT shall be in accordance with FDOT and County standards, or as otherwise directed. The SUB-CONSULTANT specific scope and proposal can be found in the Appendix of this document. The SUB-CONSULTANT shall provide all appropriate mast arm foundation design soil property recommendations and drilled shaft foundation construction recommendations.

Task 9: MAST ARM STRUCTURES & SIGNAL EQUIPMENT

The CONSULTANT shall utilize the FDOT Mast Arm Standards to the maximum extent practicable. Determine the appropriate mast arm for each intersection based on FDOT design standards and field conditions. Mast arm design shall account for future protected left-turn phasing should it not currently exist. The CONSULTANT shall make appropriate design adjustments if necessary. The CONSULTANT shall QC the selections to verify mast arms are designed to tolerate proposed loading. If site soil conditions require a custom foundation length, the CONSULTANT shall provide all calculations and appropriate documentation supporting the design and must accompany the Signalization Plan Submittals. The CONSULTANT shall provide



County PID: 005750A

Professional Engineering Services for Signalization Improvements Design at Various Locations

Design Documentation to the COUNTY with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. Field reviews are not required by the structural designer of the mast arms.

V. COMPENSATION

For the services performed under the scope of services, the CONSULTANT shall be compensated based on the Lump Sum amount of:

Task 1	General Task	\$169,641.00	Lump Sum
Task 2	Environmental Documentation and Permitting	\$162,296.00	Lump Sum
Task 3	Roadway Analysis	\$213,237.00	Lump Sum
Task 4	Traffic Analysis	\$461,805.00	Lump Sum
Task 5	Plans Preparation	\$156,078.00	Lump Sum
Task 6	Survey and Subsurface Utility Engineering	\$0.00	Lump Sum
Task 7	Utility Coordination	\$0.00	Lump Sum
Task 8	Geotechnical Investigation	\$103,646.42	Lump Sum
Task 9	Mast Arm Structures	\$70,074.00	Lump Sum
	Contingency	\$50,000	Lump Sum
	Grand Total Fee	\$1,386,777.42	Lump Sum

For any Contingency Services performed, the COUNTY agrees to pay the CONSULTANT a negotiated fee based on the assignment up to a maximum amount not to exceed fifty thousand dollars (\$50,000) for all assignments performed. Contingency Services shall be performed only upon prior written authorization from the Director of Public Works or his/her designee.

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

DELIVERABLES

The following shall be delivered to the COUNTY:

- Geotechnical Report (PDF Format) signed and sealed by a Professional Engineer licensed in the State of Florida
- 60% Plans and design documentation



County PID: 005750A

Professional Engineering Services for Signalization Improvements Design at Various Locations

- 100% Plans and design documentation
- Final Plans and design documentation
- Signed and Sealed Plans – All plans and design documentation shall be signed and sealed by a Professional Engineer licensed in the State of Florida

VI. SCHEDULE

The CONSULTANT shall provide a Microsoft Project Schedule to the COUNTY within 1 week of the notice to proceed and provide updates with each monthly invoice submittal.

CONSULTANT'S services shall commence upon receipt of written notice to proceed issued by COUNTY.

CONSULTANT shall complete the final design in accordance with the following or better project schedule:

PROJECT SCHEDULE

<u>Milestone</u>	<u>Due Date After receiving the NTP</u>	
Project Schedule	Calendar Day	10 Days
60% Complete Plans Submittal (21-day review)	Calendar Days	160 Days
100% Complete Plans Submittal (21-day review)	Calendar Days	90 Days
Final Plans Submittal (10-day review)	Calendar Days	30 Days
Signed and Sealed Plans Submittal	Calendar Days	5 Days

Plan reviews shall occur at the 60% Phase, 100% Phase and Final Phase. For each submittal the CONSULTANT shall provide the following:

- Plans
- Design documentation
- Bid quantities and opinion of probable construction cost
- QC review documents

The COUNTY design review period is twenty-one calendar days from the date of each milestone submittal. Any other delays beyond CONSULTANT'S control should be documented in writing by the CONSULTANT and submitted to the COUNTY for consideration to grant a schedule time extension. The requirements for each design review should be as specified in the COUNTY'S



County PID: 005750A

Professional Engineering Services for Signalization Improvements Design at Various Locations

“Checklists for Design Review Submittals”. The CONSULTANT will continue its design work during the review periods. The CONSULTANT should respond to the COUNTY’S design review comments in writing and by making corresponding revisions to the design. Written responses and design revisions are to be included with the next design review submittal. The CONSULTANT will respond to regulatory agencies review comments in the same manner. Design revisions are to be completed by CONSULTANT at no additional time and/or cost unless the revisions result from the COUNTY making changes to the horizontal or vertical alignment or other changes or similar impact to the project design. In such cases, the COUNTY will evaluate the CONSULTANT’S request for additional time and/or compensation. The COUNTY may require CONSULTANT to make Design revisions and resubmit documents at the same phase of completion if it is found that the Design does not meet the requirements of the” Checklist for Review Submittals”. No additional time will be allotted to the CONSULTANT’S schedule if a resubmittal is required.

VII. INVOICES & PROGRESS REPORTS

The CONSULTANT must pre-submit invoices to the Project Manager prior to an official monthly submittal. The final invoice will be marked ” FINAL” on the invoice and be accompanied by a letter from the CONSULTANT stating that this is the Final Invoice and that compensation for tasks completed, as described in the Scope of Services Agreement, is now concluded.

ESTIMATE OF WORK EFFORT AND COST - HDR Engineering, Inc. (PRIME CONSULTANT)																					
Name of Project		Belcher Rd and 142nd St																			
County		Prince Georges																			
FPA No.		County DPJ 200750A																			
Name of Prime / Subcontractor		HDR Engineering, Inc.																			
Date		7/8/2024																			
Staff Classification	Total Staff Hours From '01 Summary - Fee'	Principal Engineer	Chief Engineer 2	Chief Engineer 1	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Intern	Chief Designer	Engineering Tech.	Sr. Engineer Tech.	Clerical /Admin.	Sr. Environmental Specialist	Chief Scientist	Senior Accountant	Sr. Community Outreach Specialist	SM By Activity	Salary Cost By Activity	Average Rate Per Task	
		\$100.00	\$200.00	\$300.00	\$250.00	\$350.00	\$200.00	\$150.00	\$100.00	\$150.00	\$141.00	\$117.00	\$75.00	\$170.00	\$140.00	\$140.00	\$107.00				
3. Project Common & Project General Tasks	87	0	4	13	0	48	0	0	0	0	0	0	0	4	0	4	4	0	87	\$ 18,840.00	\$216.56
4. Roadway Analysis	109	0	8	11	16	22	0	27	16	0	0	0	0	0	0	0	0	109	\$ 22,980.00	\$210.73	
5. Roadway Plans	59	0	4	9	13	0	9	15	13	0	22	0	0	0	0	0	0	59	\$ 16,914.00	\$180.04	
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
8a. Environmental Permitting	111	0	0	0	0	0	0	0	0	0	0	0	0	22	89	0	111	\$ 25,144.00	\$226.52		
8b. Environmental Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
9. Structures - Misc. Tasks, Design, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
16. Structures - Multiple Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
21. Signalization Analysis	116	0	12	0	23	0	41	41	0	0	0	0	0	0	0	0	0	116	\$ 24,939.00	\$215.33	
22. Signalization Plans	52	0	3	0	13	0	18	18	0	0	0	0	0	0	0	0	0	52	\$ 11,040.00	\$212.31	
23. Lighting Analysis	43	0	4	0	9	0	15	15	0	0	0	0	0	0	0	0	0	43	\$ 9,174.00	\$213.35	
24. Lighting Plans	20	0	1	0	5	0	7	7	0	0	0	0	0	0	0	0	0	20	\$ 4,227.00	\$211.35	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
27a. Survey - (Non-SUE) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
27b. Survey - (SUE) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
Total Staff Hours	627	0	36	33	88	22	139	89	49	16	22	9	4	22	89	4	4	627	\$ 133,294.00	\$212.89	
Total Staff Cost		\$0.00	\$11,124.00	\$9,900.00	\$25,496.00	\$6,478.00	\$28,152.00	\$16,335.00	\$4,802.00	\$3,072.00	\$3,162.00	\$1,653.00	\$360.00	\$3,784.00	\$21,340.00	\$688.00	\$630.00				

Notes:

1. This sheet is to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subcontractor.

3. **MANUALLY** Survey by Prime & Subcontractor "ROW'S SHOWN" be hidden"

Environmental Permit Fee (HDR)	\$100.00
Subcontractor Prime Estimated Fee (HDR)	\$133,294.00
Subcontractor 1 - F&T	\$1,156.00
Subcontractor 2 - AREVA	\$11,401.38
Subcontractor 3 - Environmental Fee	\$19,000.00
Subcontractor 4 - Environmental Fee	\$102,000.00
Grand Total Estimated Fee	\$152,000.00

PID005750A - Belcher_142nd St_Staff_Hours_7-2-2024.xlsx
 Fee Sheet - Prime

7/8/2024

ESTIMATE OF WORK EFFORT AND COST - HDR Engineering, Inc. (PRIME CONSULTANT)																					
Name of Project		Belcher Rd and Lancaster Dr																			
City		New York																			
F.P.N.		County: Putnam, NY, 00020A																			
F.P. No.		Date: 7/8/2024																			
Name of Prime / Subcontractor		HDR Engineering, Inc.																			
Date		7/8/2024																			
Staff Classification	Total Staff Hours From 'SH Summary - Prime'	Principal Engineer	Chief Engineer 2	Chief Engineer 1	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Intern	Chief Designer	Designer	Sr. Engineer Tech.	Central Admin.	Sr. Environmental Specialist	Chief Scientist	Senior Accountant	Sr. Community Outreach Specialist	SH By Activity	Salary Cost By Activity	Average Rate Per Hour	
3. Project Common & Project General Tasks	87	0	4	13	9	0	48	0	0	0	0	0	0	0	4	4	0	4	87	\$ 18,549.00	\$219.53
4. Roadway Analysis	130	0	10	14	21	28	87	0	35	21	35	11	0	0	0	0	0	130	\$ 20,493.00	\$157.64	
5. Roadway Plans	100	0	5	11	16	0	111	22	16	0	27	0	0	0	0	0	0	100	\$ 20,790.00	\$180.21	
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	NDM001
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	NDM002
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
8a. Environmental Permits	63	0	0	0	0	0	0	0	0	0	0	0	0	13	80	0	0	63	\$ 14,238.00	\$227.59	
8b. Environmental Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
9. Structures - Misc. Tasks, Design, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
16. Structures - Moveable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
19. Signing & Pavement Marking Analysis	64	0	6	0	13	0	32	22	0	0	0	0	0	0	0	0	0	64	\$ 13,443.00	\$210.05	
20. Signing & Pavement Marking Plans	17	0	1	0	4	0	8	8	0	0	0	0	0	0	0	0	0	17	\$ 3,099.00	\$211.24	
21. Signalization Analysis	116	0	12	0	23	0	41	41	0	0	0	0	0	0	0	0	0	116	\$ 24,975.00	\$215.33	
22. Signalization Plans	52	0	3	0	13	0	18	18	0	0	0	0	0	0	0	0	0	52	\$ 11,040.00	\$212.31	
23. Lighting Analysis	43	0	4	0	0	0	19	15	0	0	0	0	0	0	0	0	0	43	\$ 9,174.00	\$213.35	
24. Lighting Plans	20	0	1	0	5	0	7	7	0	0	0	0	0	0	0	0	0	20	\$ 4,227.00	\$211.35	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
27a. Survey - (Non-SU) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
27b. Survey - (SU) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
Total Staff Hours	709	0	46	38	112	28	168	131	51	21	27	11	4	13	80	4	4	709	\$ 149,797.00	\$211.28	
Total Staff Cost		\$0.00	\$14,214.00	\$11,460.00	\$36,171.00	\$6,972.00	\$14,272.00	\$21,915.00	\$6,273.00	\$4,023.00	\$3,807.00	\$1,287.00	\$308.00	\$2,238.00	\$12,600.00	\$588.00	\$630.00		\$ 149,797.00	\$211.28	

Notes:
1. This sheet is to be used by those Prime-based to indicate the Correct Total Fee
2. Manually enter fees from each subcontractor.
3. UNLESS Survey by Prime & Subcontractor "OTHER SHALL be Indicated"

Environmental Permit Fee (HDR)		\$ 0.00
Subcontract Prime Estimate Fee		\$149,897.00
Subcontractor 1	PNY	\$12,000.00
Subcontractor 2	ARENSA	\$12,275.38
Subcontractor Prime Estimate Fee		\$24,275.38
Subcontractor Estimate Fee		\$176,062.38
Grand Total Estimate Fee		\$176,062.38

PID005750A - Belcher_Lancaster_7-2-2024.xlsx

Fee Sheet - Prime

7/8/2024

ESTIMATE OF WORK EFFORT AND COST - HDR Engineering, Inc. (PRIME CONSULTANT)																					
Name of Project		Park Blvd, 125th St																			
County		Prewitt																			
FPA No.		Owens DEP 000750A																			
FAP No.		NA																			
Name of Prime / Subcontractor		HDR Engineering, Inc.																			
Date		7/8/2024																			
Staff Classification	Total Staff Hours From SH Summary / Fee ¹	Principal Engineer	Chief Engineer 2	Chief Engineer 1	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Intern	Chief Designer	Designer	Sr. Engineer Tech.	Clerical / Admin.	Sr. Environmental Specialist	Chief Scientist	Senior Accountant	Sr. Community Outreach Specialist	SH By Activity	Salary Cost By Activity	Average Rate Per Task	
		\$5.00	\$38.00	\$30.00	\$27.50	\$38.00	\$34.00	\$45.00	\$12.00	\$42.00	\$44.00	\$17.00	\$75.00	\$12.00	\$45.00	\$45.00	\$57.00				
3. Project Commencement & Project General Tasks	87	0	4	13	5	0	48	0	0	0	0	0	4	0	0	4	4	87	\$	18,849.00	\$216.66
4. Roadway Analysis	109	0	8	11	16	22	0	27	16	0	0	0	0	0	0	0	0	109	\$	22,869.00	\$209.71
5. Roadway Plans	59	0	4	9	13	0	9	16	13	0	22	0	0	0	0	0	0	59	\$	16,914.00	\$286.68
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	#N/A(0)
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	#N/A(0)
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
8a. Environmental Permitting	59	0	0	0	0	0	0	0	0	0	0	0	0	11	44	0	0	59	\$	12,452.00	\$211.05
8b. Environmental Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
9. Structures - Misc. Tasks, Design, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
16. Structures - Multiple Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	#N/A(0)
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	#N/A(0)
21. Signalization Analysis	116	0	12	0	23	0	41	41	0	0	0	0	0	0	0	0	0	116	\$	24,978.00	\$215.33
22. Signalization Plans	52	0	3	0	13	0	19	18	0	0	0	0	0	0	0	0	0	52	\$	11,040.00	\$212.31
23. Lighting Analysis	43	0	4	0	9	0	15	15	0	0	0	0	0	0	0	0	0	43	\$	9,174.00	\$213.36
24. Lighting Plans	20	0	1	0	5	0	7	7	0	0	0	0	0	0	0	0	0	20	\$	4,227.00	\$211.35
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
27a. Survey - (Non-SUB) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
27b. Survey - (SUB) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	\$0.00
Total Staff Hours	871	0	36	33	68	22	139	99	49	19	22	9	4	11	44	4	4	4	\$	126,602.00	\$211.21
Total Staff Cost		\$0.00	\$15,124.00	\$9,900.00	\$23,496.00	\$5,478.00	\$28,152.00	\$16,335.00	\$4,920.00	\$3,072.00	\$1,162.00	\$1,853.00	\$360.00	\$1,892.00	\$19,540.00	\$688.00	\$630.00		\$	126,602.00	\$211.21

Notes:

1. This sheet is to be used by Prime Consultant to calculate the Project Total Fee.

2. Manually enter fee from each subcontractor.

3. UNRESERVED Survey by Prime & Subcontractor "BCW" SH 14.1, be hidden"

Environmental Permit Fee (HDR)	\$100.00
Subcontractor 1 - Environmental Permit Fee	\$120,702.00
Subcontractor 1 - FBT	\$7,706.00
Subcontractor 1 - AREVA	\$11,408.00
Subcontractor 1 - Environmental Permit Fee	\$19,540.00
Subcontractor 1 - Environmental Permit Fee	\$19,540.00
Grand Total Estimated Fee	\$139,896.00

ESTIMATE OF WORK EFFORT AND COST - HDR Engineering, Inc. (PRIME CONSULTANT)																						
Name of Project		Park Blvd_131st St																				
City		Portland																				
Firm		HDR Engineering, Inc.																				
F.P.#		000001000204																				
F.P. No.		N/A																				
Staff Classification		Total Staff Hours From Summary Firm	Principal Engineer	Chief Engineer 2	Chief Engineer 1	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Intern	Chief Designer	Designer	Sr Engineer Tech.	Clerical /Admin.	Sr. Environmental Specialist	Chief Scientist	Senior Accountant	Sr. Community Outreach Specialist	SH By Activity	Salary Cost By Activity	Average Rate Per Hour	
			\$0.00	\$300.00	\$300.00	\$207.00	\$200.00	\$100.00	\$100.00	\$103.00	\$103.00	\$141.00	\$70.00	\$70.00	\$172.00	\$240.00	\$147.00	\$107.00				
3. Project Common & Project General Tasks	87	0	4	13	0	0	40	0	0	0	0	0	4	0	0	0	4	0	0	\$ 18,540.00	\$210.00	
4. Roadway Analysis	100	0	8	11	16	22	0	27	16	12	0	0	0	0	0	0	0	0	100	\$ 22,000.00	\$210.00	
5. Roadway Plans	80	0	4	9	13	0	9	18	13	0	22	0	0	0	0	0	0	0	80	\$ 16,914.00	\$150.04	
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	HDR/01	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	HDR/01	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0.00		
8a. Environmental Permits	78	0	0	0	0	0	0	0	0	0	0	0	0	16	60	0	0	0	78	\$ 17,632.00	\$226.00	
8b. Environmental Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0.00		
9. Structures - Misc. Tasks, Design, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
16. Structures - Moveable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	HDR/01	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	HDR/01	
21. Signalization Analysis	116	0	12	0	23	0	41	41	0	0	0	0	0	0	0	0	0	0	116	\$ 24,976.00	\$215.33	
22. Signalization Plans	52	0	3	0	13	0	18	18	0	0	0	0	0	0	0	0	0	0	52	\$ 11,040.00	\$212.31	
23. Lighting Analysis	43	0	4	0	0	0	10	15	0	0	0	0	0	0	0	0	0	0	43	\$ 9,174.00	\$213.35	
24. Lighting Plans	20	0	1	0	0	0	7	7	0	0	0	0	0	0	0	0	0	0	20	\$ 4,227.00	\$211.35	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
27a. Survey (Non-SU) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
27b. Survey (SU) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
Total Staff Hours	694	0	36	33	68	23	138	89	40	16	23	9	4	16	62	4	4	4	694	\$ 125,782.00	\$211.75	
Total Staff Cost		\$0.00	\$11,124.00	\$9,900.00	\$23,496.00	\$5,472.00	\$26,152.00	\$16,335.00	\$4,920.00	\$3,072.00	\$3,102.00	\$1,053.00	\$300.00	\$2,752.00	\$14,880.00	\$588.00	\$630.00					

Notes:
 1. This sheet is to be used by those Firm-based to indicate the Correct Total Fee.
 2. Manually enter fees from each subcontract.
 3. UNLESS Survey by Prime & Subcontract "TOTALS SHALL BE JOINED"

Environmental Permit Fee (HDR)	\$ 500.00
Subcontract Prime Contract Fee	\$125,882.00
Subcontract 1 - FST	\$125,882.00
Subcontract 2 - AR/MSA	\$11,428.38
Subcontract Prime Contract Fee	\$18,749.00
Subcontract Environmental Fee	\$148,676.38
Grand Total Estimate Fee	\$148,676.38

ESTIMATE OF WORK EFFORT AND COST - HDR Engineering, Inc. (PRIME CONSULTANT)																						
Name of Project		Park Blvd and 137th St																				
County		Pikeville																				
FPA No.		COWI# DPC-202405A																				
FAP No.		NA																				
		Name of Prime / Subcontractor: HDR Engineering, Inc.																				
		Date: 7/8/2024																				
Staff Classification	Total Staff Hours From SH Summary / Fee ¹	Principal Engineer	Chief Engineer 2	Chief Engineer 1	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Interns	Chief Designer	Designer	Sr Engineer Tech.	Clerical Admin.	Sr. Environmental Specialist	Chief Scientist	Senior Accountant	Sr. Community Outreach Specialist	SH By Activity	Salary Cost By Activity	Average Rate Per Task		
		\$0.00	\$338.00	\$300.00	\$207.00	\$340.00	\$384.00	\$165.00	\$120.00	\$102.00	\$141.00	\$117.00	\$75.00	\$172.00	\$430.00	\$147.00	\$107.00					
3. Project Common & Project General Tasks	87	0	4	13	0	0	48	0	0	0	0	0	0	0	0	0	4	0	0	87	\$ 18,849.00	\$216.00
4. Roadway Analysis	100	0	8	11	16	22	0	27	18	0	0	0	0	0	0	0	0	0	100	\$ 22,849.00	\$228.49	
5. Roadway Plans	58	0	4	9	13	0	9	18	13	0	22	0	0	0	0	0	0	0	58	\$ 16,914.00	\$190.04	
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	#N/A(0)	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	#N/A(0)	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
8a. Environmental Permits	63	0	0	0	0	0	0	0	0	0	0	0	0	13	50	0	0	63	\$ 14,235.00	\$226.00		
8b. Environmental Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
9. Structures - Misc. Tasks, Design, Non-Test	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
16. Structures - Multiple Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	#N/A(0)	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	#N/A(0)	
21. Signalization Plans	116	0	12	23	0	0	41	41	0	0	0	0	0	0	0	0	0	116	\$ 24,978.00	\$215.33		
22. Signalization Plans	52	0	3	0	13	0	18	18	0	0	0	0	0	0	0	0	0	52	\$ 11,040.00	\$212.31		
23. Lighting Analysis	43	0	4	0	0	0	15	15	0	0	0	0	0	0	0	0	0	43	\$ 9,174.00	\$213.36		
24. Lighting Plans	29	0	1	0	5	0	7	7	0	0	0	0	0	0	0	0	0	29	\$ 4,227.00	\$211.30		
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
27a. Survey - (Non-SUB) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
27b. Survey - (SUB) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	
Total Staff Hours	579	0	36	33	68	28	138	99	40	10	22	0	4	13	50	4	4	4	579	\$ 122,386.00	\$211.37	
Total Staff Cost		\$0.00	\$11,124.00	\$9,900.00	\$23,496.00	\$5,479.00	\$28,152.00	\$16,335.00	\$4,920.00	\$1,072.00	\$1,102.00	\$1,053.00	\$360.00	\$2,236.00	\$12,000.00	\$984.00	\$630.00		\$ 122,386.00	\$211.37		

Notes:

1. This sheet is to report to Prime Consultant to calculate the Project Total fee.

2. Manually enter fee from each subcontractor.

3. LINKED Survey by Prime & Subcontractor "COWI STAFF L" be hidden"

Environmental Permit Fee (HDR)	\$100.00
Subcontractor Prime Estimated Fee	\$122,486.00
Subcontractor 1 - FRT	\$1,716.00
Subcontractor 2 - ARVINA	\$11,408.00
Subcontractor 3 - COWI STAFF L	\$16,162.00
Subcontractor Estimated Fee	\$141,686.00
Grand Total Estimated Fee	\$141,686.00

PID005750A -Park Blvd_137th St_7-2-2024.xlsx
 Fee Sheet - Prime

7/8/2024

ESTIMATE OF WORK EFFORT AND COST - HDR Engineering, Inc. (PRIME CONSULTANT)																							
Name of Project: Tampa Rd at 19th Street										Name of Prime / Subcontractor: HDR Engineering, Inc.													
Client: Florida Dept. of Transportation										Date: 7/2/2024													
Staff Classification	Time Spent Hours From 7:00 AM to 5:00 PM	Principal Engineer	Chief Engineer 2	Chief Engineer 1	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Intern	Chief Designer	Designer	Bi Engineer Tech	Chief/Asst. Insp.	Bi Environmental Scientist	Chief Scientist	Senior Assistant	Bi Community Outreach Specialist	Site By Activity	Safety Code By Activity	Average Rate Per Task			
3 Project Consultant & Project General Task	87	0	4	12	0	0	48	0	0	0	0	0	0	0	0	4	4	87	0	10,884.00	\$124.00		
4 Inventory Analysis	288	0	0	11	16	22	0	0	27	16	0	0	0	0	0	0	0	0	0	288	0	22,980.00	\$79.79
5. Drainage Plans	18	0	4	0	0	0	0	0	18	0	0	0	0	0	0	0	0	0	0	18	0	1,214.00	\$67.44
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
8a. Environmental Permit	61	0	0	0	0	0	0	0	0	0	0	0	0	12	49	0	0	0	0	61	0	10,824.00	\$178.26
8b. Environmental Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
9. Structures - Misc. Tanks, Cdngr, Non-Tra	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
13. Structures - Medium Span Concrete Brdg	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
14. Structures - Orthogonal Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
16. Structures - Modular Steel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
17. Structures - Archway Viaduct	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
21. Signposts - Analysis	176	0	12	0	22	0	41	41	0	0	0	0	0	0	0	0	0	0	0	176	0	26,976.00	\$153.27
22. Signposts - Plans	361	0	3	0	12	0	18	18	0	0	0	0	0	0	0	0	0	0	0	361	0	15,960.00	\$44.21
23. Lighting Analysis	43	0	4	0	0	0	15	15	0	0	0	0	0	0	0	0	0	0	0	43	0	9,174.00	\$213.35
24. Lighting Plans	29	0	1	0	0	0	7	7	0	0	0	0	0	0	0	0	0	0	0	29	0	4,207.00	\$145.07
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
27a. Station - Misc. C&G, Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
27b. Station - Misc. C&G, Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
30. Technical Notes - L&A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
32. Urban Stationing, Energy Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
33. Intelligent Transportation System Anal.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
34. Intelligent Transportation System Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
35. Construction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
TOTAL HOURS	871	0	18	12	0	0	66	66	0	0	0	0	0	0	0	0	0	0	0	871	0	121,874.00	\$139.92
Total Staff Cost		\$0.00	\$17,148.00	\$9,906.00	\$22,884.00	\$4,776.00	\$32,112.00	\$14,334.00	\$4,632.00	\$2,972.00	\$1,102.00	\$1,822.00	\$200.00	\$3,664.00	\$17,788.00	\$388.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,874.00	\$204.00	

Notes:
 1. Fee shall be used for Direct Consultant's labor only (not Total Fee)
 2. Manually enter fee from each subcontractor
 3. IAW 9075, Expense for Prime & Subcontractor "MORNING" Hour 1 Fee Includes "

Environment/Permit Fee (PDF)	\$100.00
Subcontractor's Subcontract Fee	\$100,000.00
Subcontractor's P&T	\$100,000.00
Subcontractor's P&T	\$11,000.00
Subcontractor's P&T	\$14,000.00
Subcontractor's P&T	\$14,000.00
Subcontractor's P&T	\$14,000.00

ESTIMATE OF WORK EFFORT AND COST - HDR Engineering, Inc. (PRIME CONSULTANT)																				
Name of Project		West Bay Dr and 14th St																		
City		Portland																		
FIPS		Oregon, OR, 97004																		
F.P.E. No.		N/A																		
		Name of Prime / Subcontractor: HDR Engineering, Inc.																		
		D/W: 7/8/2024																		
Staff Classification	Total Staff Hours From 'SH Summary' Foot	Principal Engineer	Chief Engineer 2	Chief Engineer 1	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Intern	Chief Designer	Designer	Sr Engineer Tech.	Central Admin.	Sr. Environmental Specialist	Chief Scientist	Senior Accountant	Sr. Community Outreach Specialist	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project Common & Project General Tasks	87	0	4	13	0	40	0	0	0	0	0	0	0	0	4	4	4	87	\$ 18,549.00	\$210.65
4. Roadway Analysis	100	0	4	11	16	22	0	27	16	12	0	0	0	0	0	0	0	100	\$ 22,980.00	\$229.80
5. Roadway Plans	80	0	4	9	13	0	9	18	13	0	22	0	0	0	0	0	0	80	\$ 18,914.00	\$189.14
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
8a. Environmental Permits	101	0	0	0	0	0	0	0	0	0	0	0	0	20	81	0	0	101	\$ 22,880.00	\$228.80
8b. Environmental Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
9. Structures - Misc. Tasks, Design, Non-Text	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
16. Structures - Moveable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
21. Signalization Analysis	116	0	12	0	23	0	41	41	0	0	0	0	0	0	0	0	0	116	\$ 24,976.00	\$215.33
22. Signalization Plans	52	0	3	0	13	0	18	18	0	0	0	0	0	0	0	0	0	52	\$ 11,040.00	\$212.31
23. Lighting Analysis	43	0	4	0	0	0	10	15	0	0	0	0	0	0	0	0	0	43	\$ 9,174.00	\$213.35
24. Lighting Plans	20	0	1	0	0	0	7	7	0	0	0	0	0	0	0	0	0	20	\$ 4,227.00	\$211.35
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
27a. Survey (Non-SU) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
27b. Survey (SU) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	-
Total Staff Hours	617	0	36	33	68	22	138	89	40	18	22	9	4	20	81	4	4	617	\$ 131,030.00	\$212.37
Total Staff Cost		\$0.00	\$11,124.00	\$9,960.00	\$25,496.00	\$5,472.00	\$28,152.00	\$16,335.00	\$4,920.00	\$3,072.00	\$3,162.00	\$1,053.00	\$300.00	\$5,448.00	\$19,440.00	\$588.00	\$630.00		\$131,030.00	\$212.37

Notes:
 1. This sheet is to be used by those Prime/Lead to indicate the Correct Total Fee
 2. Manually enter fees from each subcontractor.
 3. UNLESS Survey by Prime & Subcontractor "OTHER SHALL be Indicated"

Environmental Permit Fee (HDR)		\$ 0.00
Subcontract (Prime) Estimate Fee		\$21,150.00
Subcontract 1	PRIME	\$11,124.00
Subcontract 2	AREND	\$11,026.00
Subcontract (Prime) Estimate Fee		\$18,150.00
Subcontract Estimate Fee		\$18,150.00
Grand Total Estimate Fee		\$18,150.00

ESTIMATE OF WORK EFFORT AND COST - HDR Engineering, Inc. (PRIME CONSULTANT)																				
Name of Project		West Bay Dr. and 20th St																		
County		Pinal																		
FPA No.		County DPJ 000750A																		
FAP No.		NA																		
Name of Prime / Subcontractor		HDR Engineering, Inc.																		
Date		7/8/2024																		
Staff Classification	Total Staff Hours From 501 Summary / Fee ¹	Principal Engineer	Chief Engineer 2	Chief Engineer 1	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Intern	Chief Designer	Designer	Sr. Engineer Tech.	Clerical / Admin.	Sr. Environmental Specialist	Chief Scientist	Senior Accountant	Sr. Community Outreach Specialist	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$5.00	\$38.00	\$30.00	\$27.50	\$34.00	\$34.00	\$18.00	\$12.00	\$12.00	\$44.00	\$17.00	\$75.00	\$12.00	\$45.00	\$45.00	\$107.00			
3. Project Commencement & Project General Tasks	87	0	4	13	5	0	48	0	0	0	0	0	4	0	0	4	4	87	\$ 18,849.00	\$216.65
4. Roadway Analysis	109	0	8	11	16	22	0	27	16	0	0	0	0	0	0	0	0	109	\$ 22,889.00	\$209.98
5. Roadway Plans	86	0	4	9	13	0	9	16	13	0	22	0	0	0	0	0	0	86	\$ 16,914.00	\$195.50
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	#N/A(0)
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	#N/A(0)
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
8a. Environmental Permit	80	0	0	0	0	0	0	0	0	0	0	0	16	64	0	0	0	80	\$ 16,112.00	\$201.40
8b. Environmental Clearance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
9. Structures - Misc. Tasks, Design, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
16. Structures - Multiple Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	#N/A(0)
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	#N/A(0)
21. Signalization Analysis	116	0	12	0	23	0	41	0	0	0	0	0	0	0	0	0	0	116	\$ 24,978.00	\$215.33
22. Signalization Plans	52	0	3	0	13	0	18	18	0	0	0	0	0	0	0	0	0	52	\$ 11,040.00	\$212.31
23. Lighting Analysis	43	0	4	0	9	0	15	15	0	0	0	0	0	0	0	0	0	43	\$ 9,174.00	\$213.36
24. Lighting Plans	20	0	1	0	5	0	7	7	0	0	0	0	0	0	0	0	0	20	\$ 4,227.00	\$211.35
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
27a. Survey - (Non-SUB) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
27b. Survey - (SUB) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00
Total Staff Hours	596	0	36	33	68	23	139	89	49	19	22	9	4	16	64	4	4	596	\$ 126,262.00	\$211.85
Total Staff Cost		\$0.00	\$15,124.00	\$9,900.00	\$23,496.00	\$5,478.00	\$28,152.00	\$16,335.00	\$4,920.00	\$3,072.00	\$3,162.00	\$1,853.00	\$360.00	\$2,792.00	\$13,340.00	\$688.00	\$630.00		\$ 126,262.00	\$211.85

Notes:
 1. This sheet is to be used by Prime Consultant to calculate the Project Total fee.
 2. Manually enter fee from each subcontractor.
 3. UNRESERVED Survey by Prime & Subcontractor "BCW" \$16.00, to be hidden"

Environmental Permit Fee (HDR)	\$100.00
Subcontractor Prime Estimated Fee	\$126,262.00
Subcontractor 1 - FBT	\$1,736.00
Subcontractor 2 - AREVA	\$11,408.00
Subcontractor 3 - Kiewit	\$16,106.00
Subcontractor 4 - Kiewit	\$145,006.00
Grand Total Estimated Fee	\$145,006.00

ESTIMATE OF WORK EFFORT AND COST - HDR Engineering, Inc. (PRIME CONSULTANT)																					
Name of Project		West Bay Pin and Pavilion Shpouse Ctr																			
County		Pinellas																			
1774		County File: 1907750A																			
FAP No.		N/A																			
Name of Prime / Subconsultant																HDR Engineering, Inc.					
Date																7/8/2024					
Staff Classification	Total Staff Hours From "SH Summary - Fee"	Principal Engineer	Chief Engineer 2	Chief Engineer 1	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineering Intern	Chief Designer	Designer	Sr. Engineer Tech.	Clerical (Admin.)	Sr. Environmental Specialist	Chief Scientist	Senior Accountant	Sr. Community Outreach Specialist	SH By Activity	Salary Cost By Activity	Average Rate Per Task	
		\$0.00	\$288.00	\$360.00	\$287.50	\$348.00	\$284.00	\$450.00	\$133.00	\$192.00	\$441.00	\$177.00	\$70.00	\$172.00	\$348.00	\$457.00					
3. Project Common & Project General Tasks	87	0	4	13	0	48	0	27	18	0	0	0	0	0	0	0	0	0	87	\$ 18,840.00	\$216.55
4. Feasibility Analysis	100	0	8	11	16	22	0	27	18	0	0	0	0	0	0	0	0	100	\$ 22,040.00	\$220.40	
5. Roadway Plans	50	0	4	9	13	0	9	18	13	0	22	0	0	0	0	0	0	50	\$ 9,914.00	\$198.28	
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	#N/A(0)	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	#N/A(0)	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
8a. Environmental Permits	101	0	0	0	0	0	0	0	0	0	0	0	0	20	81	0	101	\$ 22,880.00	\$226.53		
8b. Environmental Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
9. Structures - Misc. Tasks, Deqg. Non-Task	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	#N/A(0)	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	#N/A(0)	
21. Signalization Analysis	116	0	12	23	0	41	41	0	0	0	0	0	0	0	0	0	0	116	\$ 24,978.00	\$215.33	
22. Signalization Plans	52	0	3	18	18	0	18	18	0	0	0	0	0	0	0	0	0	52	\$ 11,040.00	\$212.31	
23. Lighting Analysis	43	0	4	0	0	15	15	0	0	0	0	0	0	0	0	0	0	43	\$ 9,174.00	\$213.36	
24. Lighting Plans	20	0	1	0	5	0	7	7	0	0	0	0	0	0	0	0	0	20	\$ 4,227.00	\$211.35	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
27a. Survey - (Non-SUR) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
27b. Survey - (SUR) Field & Office Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
30. Terminal Mobile LNAV	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$0.00	
Total Staff Hours	617	0	38	33	88	22	130	90	40	18	22	0	4	20	81	4	4	617	\$ 131,830.00	\$212.37	
Total Staff Cost		\$0.00	\$11,124.00	\$9,900.00	\$23,496.00	\$5,478.00	\$26,152.00	\$16,135.00	\$4,920.00	\$3,072.00	\$13,102.00	\$1,953.00	\$360.00	\$3,440.00	\$19,440.00	\$688.00	\$430.00		\$ 131,830.00	\$212.37	

Notes:

1. This sheet is to be used by those Consultant to calculate the Project Total Fee

2. Manually enter fee from each subconsultant.

3. INCREASE Survey by Prime & Subconsultant "ROW'S SH4.1, be hidden"

Environmental Permit Fee (HDR)	\$100.00
Subconsultant 1 PRIME ESTIMATE Fee	\$191,130.00
Subconsultant 2	\$2,700.00
Subconsultant 3	\$11,400.00
Subconsultant 4	\$18,100.00
Subconsultant 5	\$100,000.00
Subconsultant 6	\$100,000.00
Subconsultant 7	\$100,000.00
Subconsultant 8	\$100,000.00
Subconsultant 9	\$100,000.00
Subconsultant 10	\$100,000.00
Subconsultant 11	\$100,000.00
Subconsultant 12	\$100,000.00
Subconsultant 13	\$100,000.00
Subconsultant 14	\$100,000.00
Subconsultant 15	\$100,000.00
Subconsultant 16	\$100,000.00
Subconsultant 17	\$100,000.00
Subconsultant 18	\$100,000.00
Subconsultant 19	\$100,000.00
Subconsultant 20	\$100,000.00
Subconsultant 21	\$100,000.00
Subconsultant 22	\$100,000.00
Subconsultant 23	\$100,000.00
Subconsultant 24	\$100,000.00
Subconsultant 25	\$100,000.00
Subconsultant 26	\$100,000.00
Subconsultant 27	\$100,000.00
Subconsultant 28	\$100,000.00
Subconsultant 29	\$100,000.00
Subconsultant 30	\$100,000.00
Subconsultant 31	\$100,000.00
Subconsultant 32	\$100,000.00
Subconsultant 33	\$100,000.00
Subconsultant 34	\$100,000.00
Subconsultant 35	\$100,000.00
Subconsultant 36	\$100,000.00
Subconsultant 37	\$100,000.00
Subconsultant 38	\$100,000.00
Subconsultant 39	\$100,000.00
Subconsultant 40	\$100,000.00
Subconsultant 41	\$100,000.00
Subconsultant 42	\$100,000.00
Subconsultant 43	\$100,000.00
Subconsultant 44	\$100,000.00
Subconsultant 45	\$100,000.00
Subconsultant 46	\$100,000.00
Subconsultant 47	\$100,000.00
Subconsultant 48	\$100,000.00
Subconsultant 49	\$100,000.00
Subconsultant 50	\$100,000.00
Subconsultant 51	\$100,000.00
Subconsultant 52	\$100,000.00
Subconsultant 53	\$100,000.00
Subconsultant 54	\$100,000.00
Subconsultant 55	\$100,000.00
Subconsultant 56	\$100,000.00
Subconsultant 57	\$100,000.00
Subconsultant 58	\$100,000.00
Subconsultant 59	\$100,000.00
Subconsultant 60	\$100,000.00
Subconsultant 61	\$100,000.00
Subconsultant 62	\$100,000.00
Subconsultant 63	\$100,000.00
Subconsultant 64	\$100,000.00
Subconsultant 65	\$100,000.00
Subconsultant 66	\$100,000.00
Subconsultant 67	\$100,000.00
Subconsultant 68	\$100,000.00
Subconsultant 69	\$100,000.00
Subconsultant 70	\$100,000.00
Subconsultant 71	\$100,000.00
Subconsultant 72	\$100,000.00
Subconsultant 73	\$100,000.00
Subconsultant 74	\$100,000.00
Subconsultant 75	\$100,000.00
Subconsultant 76	\$100,000.00
Subconsultant 77	\$100,000.00
Subconsultant 78	\$100,000.00
Subconsultant 79	\$100,000.00
Subconsultant 80	\$100,000.00
Subconsultant 81	\$100,000.00
Subconsultant 82	\$100,000.00
Subconsultant 83	\$100,000.00
Subconsultant 84	\$100,000.00
Subconsultant 85	\$100,000.00
Subconsultant 86	\$100,000.00
Subconsultant 87	\$100,000.00
Subconsultant 88	\$100,000.00
Subconsultant 89	\$100,000.00
Subconsultant 90	\$100,000.00
Subconsultant 91	\$100,000.00
Subconsultant 92	\$100,000.00
Subconsultant 93	\$100,000.00
Subconsultant 94	\$100,000.00
Subconsultant 95	\$100,000.00
Subconsultant 96	\$100,000.00
Subconsultant 97	\$100,000.00
Subconsultant 98	\$100,000.00
Subconsultant 99	\$100,000.00
Subconsultant 100	\$100,000.00

PID005750A - West Bay_Pin_Shp_Ctr_7-2-2024.xlsx
 Fee Sheet - Prime

7/8/2024



AMERICAN GOVERNMENT SERVICES CORPORATION

Hope Gauthreaux
Senior Marketing Coordinator
HDR Engineering, Inc.
4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609-2548

Monday, March 4, 2024

Email: Hope.gauthreaux@hdrinc.com

RE: Signalization Improvements Design at Various Locations
24-0078-RFP-CCNA - Title Services
Pinellas County, Florida

Dear Hope Gauthreaux:

Please accept this letter as confirmation that we can provide Title Services for the above referenced client. Reports to be completed within a pre-determined schedule upon notice to proceed, price structure good through the end of 2024 on the requested project. In accordance with your request, I am pleased to submit the following price proposal:

Title Searches to be provided in the form specified at a rate of:

- Property Information Reports (PIRs) within 50 yrs \$ 400.00
- Title Search Reports (TSRs) or Commitments - Commercial 75 yrs \$ 750.00
- Title Search Reports (TSRs) or Commitments - Residential 75 yrs \$ 550.00
- Research Last Deed of Record (not shown on P.A. sheet) \$ 50.00 hourly

I appreciate the opportunity to work with you on this exciting project. If you have any further questions or need additional information, please don't hesitate to contact me at (813) 933-3322, ext. 102.

Sincerely,
Tammy Mehl
Tammy Mehl
Senior Vice President

3812 West Linebaugh Avenue
Tampa, Florida 33618
Phone: (813) 933-3322 ext. 102 tmehl@agsres.com

March 3, 2024

HDR

4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609-2548

Schedule of Rates

Project No: (24-0078-RFP-CCNA)
Project Title: PC Signalization Improvements Design
Consultant: **HDR**
Subconsultant Name: AREHNA Engineering, Inc.

The following rates are AREHNA's proposed staff rates for the above referenced contract. We understand that the rates shall be held firm for the initial contract term and no rate increases shall be granted during this time.

STAFF CLASSIFICATION	BILLING RATE (\$/HR)
Chief Engineer	\$225.00
Clerical	\$68.00
Engineer	\$125.00
Engineer Intern	\$105.00
Engineering Technician	\$68.00
Principal Engineer	\$250.00
Senior Designer	\$105.00
Senior Engineer	\$220.00
Senior Engineering Technician	\$90.00

We look forward to working with you on the contract. If you have any questions or require further information, please contact our office at 813-944-3464.

Sincerely,



Jessica McRory, PE
President

2023 - 2024

Standard Items and Item Descriptions for Geotechnical and Materials firms


Item #	Item Description	Unit	Unit Price
100	Aggregate Acid Insol Retained 200 Sieve FM 5-510	Test	\$ 124.24
101	Aggregate Carbonates & Organic Matter FM 5-514	Test	\$ 136.90
102	Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 63.10
103	Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	\$ 124.24
104	Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	\$ 94.07
105	Aggregate Soundness AASHTO T104	Test	\$ 369.88
106	Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 118.68
107	Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 51.64
108	Aggregate Unit Mass & Voids AASHTO T19	Test	\$ 87.08
109	Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	\$ 173.25
200	Asphalt Bulk Specific Gravity FM 1-T166	Test	\$ 75.16
201	Asphalt Content FM 5-563	Test	\$ 163.38
203	Asphalt Gradation & Content FM 1-T030 & FM 5-563	Test	\$ 235.00
204	Asphalt Gradation FM 1-T030	Test	\$ 102.90
206	Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	\$ 396.64
207	Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$ 382.13
208	Asphalt Max Specific Gravity FM 1-T209	Test	\$ 173.10
209	Asphalt Pavement Coring - 4in dia with Base Depth Check	Each	\$ 259.37
210	Asphalt Pvmnt. Coring - 4in dia without Base Depth Check	Each	\$ 212.50
211	Asphalt Pavement Coring - 6in dia with Base Depth Check	Each	\$ 260.00
212	Asphalt Pvmnt Coring - 6in dia without Base Depth Check	Each	\$ 210.00
300	Concrete Beam Flexural Testing ASTM C78	Test	\$ 65.10
301	Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	\$ 37.80
302	Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 35.00
303	Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 75.00
304	Concrete Masonry Unit Sampling & Testing ASTM C140	Test	\$ 195.00
305	Concrete Pavement Coring - 4in Dia	Each	\$ 205.07
306	Concrete Pavement Coring - 6in Dia	Each	\$ 268.89
401	Geo Auger Borings-H& & Truck/Mud Bug	LF	\$ 12.34
404	Geo Backhoe (Rental without labor)	Task	\$ 760.64
406	Geo Barge (Rental without labor)	Task	\$ 6,000.00
407	Geo Chainsaw (Owned)	Day	\$ 149.80
408	Geo Concrete Pad & Cover for Monitoring Wells	Each	\$ 349.94
415	Geo Double Ring Infiltration ASTM D3385	Each	\$ 587.50
417	Geo Dozer (Rental without labor)	Task	\$ 1,081.03
418	Geo Drill Crew Support Vehicle	Day	\$ 233.94
427	Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 73.71
428	Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 76.40
429	Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 89.91
430	Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 115.00
431	Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	\$ 120.00
432	Geo Field Perm 0-10 Ft Open-End Borehole Method	Each	\$ 400.00

Item #	Item Description	Unit	Unit Price
433	Geo Field Perm 10-25Ft Open-End Borehole Method	Each	\$ 565.00
440	Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$ 6.95
441	Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$ 8.40
442	Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 12.14
443	Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 16.78
444	Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	\$ 17.00
445	Geo Grouted Monitor Well 2in 0-50 Ft	LF	\$ 40.47
446	Geo H& Auger with DCP (0-50 ft) ASTM D1452	LF	\$ 26.21
447	Geo H& Auger with SCP (0-50 ft) ASTM D1453	LF	\$ 23.29
450	Geo Piezometer 2in 0-50 Ft	LF	\$ 60.14
462	Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	LF	\$ 60.57
463	GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	LF	\$ 51.25
464	Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	LF	\$ 72.73
465	GeoRocCoring Truck/MudBug 50-100 Ft less than 4in ID	LF	\$ 69.94
466	GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	LF	\$ 81.41
467	GeoRocCoring Truck/MudBug 100-150 Ft less than 4in ID	LF	\$ 81.50
468	GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over	LF	\$ 97.07
469	GeoRocCoring Truck/MudBug 150-200 Ft less than 4in ID	LF	\$ 102.17
470	GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over	LF	\$ 124.55
471	GeoRocCoring Truck/MudBug 200-250 Ft less than 4in ID	LF	\$ 105.00
472	Geo Saximeter Testing	Hour	\$ 153.34
478	Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$ 16.97
479	Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$ 20.65
480	Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$ 33.50
481	Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$ 44.62
482	Geo SPT Truck/Mud Bug 200-250 Ft	LF	\$ 54.80
488	Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$ 11.59
489	Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$ 15.10
490	Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	\$ 18.37
491	Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	\$ 23.10
492	Geo Temp Casing 3in Truck/Mud Bug 200-250 Ft	LF	\$ 24.25
498	Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	\$ 12.89
499	Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	\$ 16.06
500	Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	LF	\$ 19.16
501	Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	LF	\$ 20.79
508	Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	LF	\$ 18.73
509	Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	LF	\$ 21.98
510	Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	LF	\$ 26.68
511	Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft	LF	\$ 27.58
514	Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 625.00
519	Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$ 202.36
520	Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$ 242.66
521	Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 315.00
522	Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 325.00
525	Geo Well Development	Hour	\$ 247.74

Item #	Item Description	Unit	Unit Price
531	Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 260.27
532	Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 316.82
538	Geo Clearing Equipment	Day	\$ 2,100.00
539	Geo Wash Boring, 0-50 Ft	LF	\$ 12.50
540	Geo Wash Boring, 50-100 Ft	LF	\$ 14.50
541	Geo Wash Boring, 100-150 Ft	LF	\$ 22.00
542	Geo Wash Boring, 150-200 Ft	LF	\$ 23.00
543	Geo Wash Boring, 200-250 Ft	LF	\$ 24.13
602	Mobilization - Vibration Monitoring Equipment	Each	\$ 377.50
603	Mobilization Asphalt Coring Equipment	Each	\$ 399.00
606	Mobilization Concrete Coring	Each	\$ 399.00
612	Mobilization Drill Rig Truck Mount	Each	\$ 552.24
700	MOT Arrow Board	Each	\$ 96.56
701	MOT Attenuator Truck	Hour	\$ 251.12
702	MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	\$ 4.50
703	MOT Light Tower	Each	\$ 235.00
704	MOT Portable Changeable Message Sign (PCMS)	Each	\$ 225.00
705	MOT Portable Lighting	Each	\$ 126.34
706	MOT Portable Sign	Each	\$ 53.57
707	MOT Post Mounted Sign	Each	\$ 30.52
708	MOT Provide Channelizing Devices - Cone	Each	\$ 6.00
710	MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	\$ 269.25
711	MOT Shadow Vhcle w/ Advanced Warning Arrow Board (AWA)	Hour	\$ 135.89
712	MOT Support Vehicle	Hour	\$ 144.84
800	Soils Chloride Soil or Water FM 5-552	Test	\$ 96.31
801	Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	\$ 129.15
802	Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	\$ 665.16
803	Soils Consolidation - Constant Strain ASTM D4186	Test	\$ 603.36
804	Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$ 182.95
805	Soils Corrosion Series FM 5-550 through 5-553	Test	\$ 284.44
806	Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$ 436.82
808	Soils Flexible Wall Permeability ASTM D5084	Test	\$ 497.08
809	Soils Hydrometer Only AASHTO T88	Test	\$ 157.17
810	Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$ 437.00
811	Soils Liquid Limit AASHTO T89	Test	\$ 68.78
812	Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$ 52.50
817	Soils Moisture Content Laboratory AASHTO T265	Test	\$ 18.86
818	Soils Moisture Content Microwave AASHTO D4643	Test	\$ 23.01
819	Soils Organic Content Ignition FM 1 T-267	Test	\$ 50.87
821	Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$ 200.00
822	Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$ 77.50
823	Soils Permeability Constant Head AASHTO T215	Test	\$ 395.00
824	Soils Permeability Falling Head FM 5-513	Test	\$ 359.41
825	Soils pH Soil or Water FM 5-550	Test	\$ 49.72
826	Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$ 76.12

Item #	Item Description	Unit	Unit Price
827	Soils Proctor Modified FM 1-T180	Test	\$ 165.00
828	Soils Proctor Standard AASHTO T99	Test	\$ 165.00
829	Soils Resistivity Soil or Water FM 5-551	Test	\$ 70.00
830	Soils Shrinkage Factor AASHTO T92	Test	\$ 104.50
831	Soils Specific Gravity AASHTO T100	Test	\$ 91.22
832	Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	\$ 160.05
833	Soils Sulfate Soil or Water FM 5-553	Test	\$ 73.50
834	Soils Swell Potential ASTM D4546	Test	\$ 183.75
835	Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	\$ 620.81
836	Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	\$ 620.00
837	Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Test	\$ 495.00
838	Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	\$ 163.52

The pricing listed is our standard fee schedule and is the pricing used for all projects.


 Jessica McRory, PE
 President
 AREHNA Engineering, Inc.



CUMBNEY & FAIR, INC.

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33762
 (727) 797-8982 Clearwater (813) 223-4333 Tampa (727) 791-8752 Fax WWW.CUMBNEYFAIR.COM

SCHEDULE OF RATE VALUES

Cumbey & Fair, Inc.

Loaded Rates
 March 2024

**Pinellas County: Signalization Improvements Design at Various Locations –
 Professional Engineering Consulting Services
 24-0078-RFP-CCNA**

Classification	Daily Rate	Hourly Rate
<i>Field Surveying</i>		
Three (3) Person Survey Team	\$1,815.00	
Four (4) Person Survey Team	\$2,105.00	
<i>Utility Designation</i>		
SUE Level "B" - Designating Crew	\$1,910.00	
SUE Level "A" - Utility Location Crew (Test Holes)	\$2,010.00	
<i>Office/Management/Supervision</i>		
Senior Professional Surveyor and Mapper or Project Manager		\$210.00
Professional Surveyor and Mapper		\$170.00
SUE Manager		\$180.00
Senior CADD Technician		\$116.00
CADD Technician		\$98.00



Florida Bridge and Transportation, Inc.
Structural and Transportation Engineers

January 4, 2024

RE: FBT 2024 Billing Rates

The information below indicates the billing rates for Florida Bridge and Transportation, Inc. effective January 1, 2024.

Name	Title	2024 Billing Rate
Mark Niedermann, P.E.	Chief Engineer	\$307.50 per hour
Michael Hebert, P.E.	Chief Engineer	\$307.50 per hour
Juan Valenzuela, P.E.	Project Manager 3	\$286.50 per hour
Ed Severino, P.E.	Senior Engineer	\$246.00 per hour
Samrat De, P.E.	Senior Engineer	\$246.00 per hour
David Bancroft, P.E.	Engineer 2	\$181.00 per hour
Daniel Neidrauer, P.E.	Engineer 1	\$160.50 per hour
Albert Bauman, E.I.	Engineer Intern 1	\$129.00 per hour
Jermaine Lewis, JR.	Engineering Tech.	\$110.50 per hour
Bryan Williams	Senior Designer	\$175.75 per hour
Cheryl McConnell	Senior Designer	\$175.75 per hour
Jessica Rivera	Contract Coordinator	\$112.00 per hour
Gabriel Oria	Graphic Artist	\$95.00 per hour

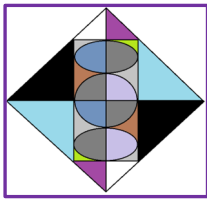
These rates apply to all projects.

Please feel free to contact me if you have any questions or comments.

Very truly yours,

Florida Bridge and Transportation, Inc.

Mark Niedermann, P.E.
President



HARBOR COORDINATION SOLUTIONS, INC.

March 6, 2024

Bijan Behzadi

HDR

4830 W Kennedy Blvd, Suite 400

Tampa, FL 33609-2548

Re: Pinellas County 24-0078-RFP-CCNA Signalization Improvements Design at various locations

Dear Mr. Behzadi

I would like to congratulate you and we are excited to be part of the county's projects. Harbor Coordination Solutions Inc, will provide utility coordination services for the above referenced project. The following are the staff, positions and loaded rates.

Senior Utility Coordinator	\$197.32	Jeanna Dean
Assistant Utility Coordinator	\$104.32	Sarah Cole
Utility Coordinator	\$125.80	Heather Dean

If you have any questions, please do not hesitate to contact me at 813-781-5787 or Jdean@Harborcoordination.com

Respectfully,



Jeanna Dean
President

cc: File

1. LIMITATIONS ON LIABILITY

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

2. INDEMNIFICATION

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

3. INSURANCE

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

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

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

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

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

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

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

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

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

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

Limits

Employers' Liability Limits

Florida Statutory

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

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

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

Limits

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

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

- a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- c. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

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

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

Limits

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

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.

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



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

October 11, 2023

Robert Meador
Engineering Section Manager
Capital Improvements Division
14 S. Ft Harrison Ave
Clearwater, FL 33756

Re: Project #4486-125-R, Pinellas County

Dear Robert Meador:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0995 between Pinellas County and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Anna.Brekoski@em.myflorida.com. The Project Manager for this contract is:

Anna Brekoski, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Anna Brekoski at (850) 328-5443.

Respectfully,

Laura Dhuwe

Digitally signed by Laura
Dhuwe
Date: 2023.10.11 14:25:35
-04'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Agreement Number: H0995
 Project Number: 4486-125-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient’s name:	<u>Pinellas County</u>
Sub-Recipient’s unique entity identifier (UEI/FEIN):	<u>R37RMC63XKG1/59-6000800</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4486-FL</u>
Federal Award Date:	<u>March 31, 2023</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through January 31, 2026</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$5,164,997.10</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$5,383,682.70</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$5,383,682.70</u>
Federal award project description (see FFATA):	<u>Mast Arm Conversion</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Anna.Brekoski@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Pinellas County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Anna Brekoski
 Project Manager
 Bureau of Mitigation
 Florida Division of Emergency Management
 2555 Shumard Oak Blvd
 Tallahassee, Florida 32399
 Telephone: 850-328-5443
 Email: Anna.Brekoski@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
 Community Program Manager
 Bureau of Mitigation
 Florida Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, FL 32399
 Telephone: 850-815-4503
 Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Robert Meador
Engineering Section Manager, Capital Improvements Division
14 S. Ft Harrison Ave
Clearwater, FL 33756
Telephone: 727-464-8731
Email: rmeador@pinellas.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on January 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$5,164,997.10**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at

<https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.

ii. 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, sexual orientation, gender identity, or national origin.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order 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 or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 shall 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 recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. 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;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. 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; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: Pinellas County

By: Janet C. Long
Name and Title: Janet C. Long, Board Chair

Date: September 19, 2023.

FEID#: _____



APPROVED AS TO FORM

By: Brendan Mackesey
Office of the County Attorney

ATTEST: KEN BURKE, CLERK

By: [Signature]

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Laura Dhuwe Digitally signed by Laura Dhuwe
Date: 2023.10.11 14:25:18 -04'00'

Name and Title: Kevin Guthrie, Director

Date: 11-OCT-2023

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**Catalog of Federal Domestic Assistance title and number: **97.039**Award amount: **\$5,164,997.10**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Other projects that reduce future disaster losses (Mast Arm Conversion)
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection for traffic lights at nine (9) intersections located in Pinellas County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-125-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Pinellas County, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes wind protection for traffic lights at nine (9) intersections located in Pinellas County, Florida.

The HMGP project scope of work proposes to upgrade the existing span wires with mast arms rated for hurricane wind and rated for large and small impact resistance per Florida Building Code. Protection shall be afforded to the traffic signals by the increased strength of the mast arm structure. Currently, the existing intersections have traffic lights supported by concrete or wooden poles and hung on span wires. The project shall address the need for the intersection traffic lights to have improved wind protection and keep the intersections operational should the area experience a hazardous wind event.

The project shall provide protection against 158 MPH winds in accordance with the Florida Department of Transportation standards. Activities shall be implemented using applicable codes and best practices and shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name	Location/Intersection	Coordinates
1)	Intersection 1	Park Boulevard and 125th Street, Seminole, Florida 33776	27.843604, -82.811688
2)	Intersection 2	Park Boulevard and 131st Street, Seminole, Florida 33776	27.843714, -82.819919
3)	Intersection 3	Park Boulevard and 137th Street, Seminole, Florida 33776	27.843777, -82.828177
4)	Intersection 4	West Bay Drive and Pinellas Shopping Center, Largo, Florida 33770	27.916757, -82.798465
5)	Intersection 5	West Bay Drive and 14th Street, Largo, Florida 33770	27.916736, -82.802644
6)	Intersection 6	West Bay Drive and 20th Street, Largo, Florida 33770	27.916771, -82.808936
7)	Intersection 7	Tampa Road and 19th Street, Palm Harbor, Florida 34683	28.067955, -82.751570
8)	Intersection 8	Belcher Road and 142nd Avenue, Largo, Florida 33771	27.901657, -82.745748
9)	Intersection 9	Belcher Road and Lancaster Drive, Largo, Florida 33764	27.931032, -82.745939

TASKS & DELIVERABLES:**A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with

the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - d) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual

increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing wind protection by implementing mast arm conversion activities to the traffic signals located at nine (9) intersections in Pinellas County, Florida, by removing the existing span-wire and components, then designing, constructing, and installing the new mast arm.

The project shall provide protection against 158 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code, the Florida Department of Transportation or any other applicable code at the time permits are issued. Activities shall be in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code, the Florida Department of Transportation or any other applicable code at the time permits are issued. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 9) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-125-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on March 31, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3 Months
Construction Plan/Technical Specifications:	3 Months
Bidding / Local Procurement:	3 Months
Permitting:	2 Months
Construction / Installation:	14 Months
Local Inspections / Compliance:	3 Months
State Final Inspection / Compliance:	3 Months
Closeout Compliance:	3 Months
Total Period of Performance:	34 Months

BUDGET**Line Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$4,489,731.00	\$4,040,757.90	\$448,973.10
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$1,082,488.00	\$974,239.20	\$108,248.80
Initial Agreement Amount:	\$5,572,219.00	\$5,014,997.10	\$557,221.90
***Contingency Funds:	\$242,984.00	\$218,685.60	\$24,298.40
Project Total:	\$5,815,203.00	\$5,233,682.70	\$581,520.30
****SRMC			
SRMC:	\$150,000.00	\$150,000.00	
SRMC Total:	\$150,000.00	\$150,000.00	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Project Management costs are included for this project in the amount of \$0.00

**** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$150,000.00 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$5,233,682.70	(90.00%)
Non-Federal Share:	\$581,520.30	(10.00%)
Total Project Cost:	\$5,815,203.00	(100.00%)
SRMC (100% Federal)	\$150,000.00	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Pinellas County

REMIT ADDRESS: Pinellas County Finance Division PO Box 2438

CITY: Clearwater STATE: Florida ZIP CODE: 33757

PROJECT TYPE: Mast Arm Conversion PROJECT #: 4486-125-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0995

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
 Total of Previous SRMC to Date: _____ (SRMC Federal)
 Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 90%	Obligated Local Non-Federal 10%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Pinellas County PAYMENT #: _____
PROJECT TYPE: Mast Arm Conversion PROJECT #: 4486-125-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0995

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents</i> <i>%</i> <i>completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: Pinellas County

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Attachment F
QUARTERLY REPORT FORM**

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: Pinellas County **PROJECT #:** 4486-125-R
PROJECT TYPE: Mast Arm Conversion **CONTRACT #:** H0995
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
 Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? Yes No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: No Action Required, OR

Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Pinellas County
Sub-Recipient's Name

H0995
DEM Contract Number

4486-125-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4486-125-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 5,164,997.10

OBLIGATION/ACTION DATE: March 31, 2023

SUBAWARD DATE (if applicable): _____

UEID/SAM#: R37RMC63XKG1

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: Pinellas County
 DBA NAME (IF APPLICABLE): Board of County Commissioners
 PRINCIPAL PLACE OF BUSINESS ADDRESS:
 ADDRESS LINE 1: 315 Court Street, Room 601
 ADDRESS LINE 2: _____
 ADDRESS LINE 3: _____
 CITY Clearwater STATE FL ZIP CODE+4** 33756-5165

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes wind protection for traffic light at nine (9) intersections located in Pinellas County, Florida.

The HMGP project scope of work proposes to upgrade the existing span wires with mast arms rated for hurricane wind and rated for large and small impact resistance per Florida Building Code. Protection shall be afforded to the traffic signals by the increased strength of the mast arm structure. Currently, the existing intersections have traffic lights supported by concrete or wooden poles and hung on span wires. The project shall address the need for the intersection traffic lights to have improved wind protection and keep the intersections operational should the area experience a hazardous wind event.

The project shall provide protection against 158 MPH winds in accordance with the Florida Department of Transportation standards. Activities shall be implemented using applicable codes and best practice and shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name	Location/Intersection	Coordinates
1)	Intersection 1	Park Boulevard and 125th Street, Seminole, Florida 33776	27.843604, -82.811688
2)	Intersection 2	Park Boulevard and 131st Street, Seminole, Florida 33776	27.843714, -82.819919
3)	Intersection 3	Park Boulevard and 137th Street, Seminole, Florida 33776	27.843777, -82.828177
4)	Intersection 4	West Bay Drive and Pinellas Shopping Center, Largo, Florida 33770	27.916757, -82.798465
5)	Intersection 5	West Bay Drive and 14th Street, Largo, Florida 33770	27.916736, -82.802644
6)	Intersection 6	West Bay Drive and 20th Street, Largo, Florida 33770	27.916771, -82.808936

7)	Intersectio n 7	Tampa Road and 19th Street, Palm Harbor, Florida 34683	28.067955, -82.751570
8)	Intersectio n 8	Belcher Road and 142nd Avenue, Largo, Florida 33771	27.901657, -82.745748
9)	Intersectio n 9	Belcher Road and Lancaster Drive, Largo, Florida 33764	27.931032, -82.745939

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): Pinellas County Public Works

ADDRESS LINE 1: 14 S Ft Harrison Ave, 5th Floor

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Clearwater STATE FL ZIP CODE+4** 33756-2328

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: Janet C. Long

NAME AND TITLE: Janet C. Long, Chair

DATE: September 19, 2023.



ATTEST: KEN BURKE, CLERK

By: [Signature]

APPROVED AS TO FORM
By: Brendan Mackesey
Office of the County Attorney

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. 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 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be 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. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. 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.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

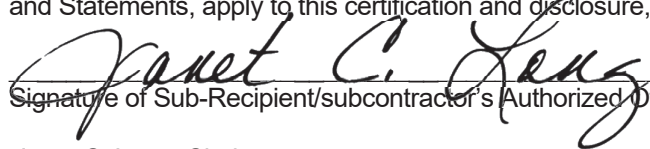
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.




Signature of Sub-Recipient/subcontractor's Authorized Official

Janet C. Long, Chair

Name and Title of Sub-Recipient/subcontractor's Authorized Official

September 19, 2023.

Date

APPROVED AS TO FORM
By:  Brendan Mackesey
Office of the County Attorney