

**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: Septic to Sewer Program Project 1–Professional Engineering Services-ARPA Funds**

**RFP CONTRACT NO. 23-0289-RFP-CCNA-Non-Continuing**

**COUNTY PID NO. 00006052A**

**CONTINUING FIRM: Kimley-Horn and Associates, Inc.**

<b>AGREEMENT</b>
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## **SECTION 1 - INTENT OF AGREEMENT**

### AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR UTILITIES DEPARTMENT

This Agreement entered into on the October 31, 2023 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 **Kimley-Horn and Associates, Inc.**, with offices in **St. Petersburg, FL**, hereinafter referred to as the consultant.

**WITNESSETH**, that:

**WHEREAS**, Pinellas County, herein referred to as the County, requires professional engineering services associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of septic to sewer project in 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.

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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;

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- 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.
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.

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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
    - 3) Structural calculations.

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- 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.
- B. Reproduces of the County Engineering Department Standard Drawings applicable to the project.
- C. Sample copies of the County standard contract documents and specifications.

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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 Utilities 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 Utilities, or designee.

### **3. CONTINGENCY SERVICES**

When authorized in writing by the County's Director of Utilities 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. 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

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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, Alyssa Thompson.

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 \$173,396.00: for the Task 1 – Project Management Phase of the project.

A Lump Sum Fee of \$105,642.00: for the Task 2 – Public Outreach Phase of the project.

A Lump Sum Fee of \$105,706.00: for the Task 3 – Data Collection, Review, and GIS Database Development Phase of the project.

A Lump Sum Fee of \$565,584.00: for the Task 4 – Subconsultant Services Phase of the project.

A Lump Sum Fee of \$405,910.00: for the Task 5 – Master Implementation Plan Phase of the project

A Lump Sum Fee of \$242,564.00: for the Task 6 – 30% Design Phase of the project

A Lump Sum Fee of \$507,669.00: for the Task 7 – 90% Design Phase of the project

A Lump Sum Fee of \$49,450.00: for the Task 8 – Permitting Phase of the project

A Lump Sum Fee of \$43,220.00: for the Task 9 – Grant Administration Assistance Phase of the project

A Lump Sum Fee of \$184,822.00: for the Task 10 – 100% Design Phase of the project

A Lump Sum Fee of \$30,438.00: for the Task 11 – Bid Services Phase of the project

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The above fees shall constitute the total not to exceed amount of (\$2,414,401.00) 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 the Task 7.2 of the project

- 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 (\$) for all assignments performed.
- Total agreement not-to-exceed amount (\$2,414,401.00).
- 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 Utilities 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 Utilities 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 1000 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](mailto: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: **Kimley-Horn and Associates, Inc.**

By: \_\_\_\_\_

Print Name: Jordan Walker, P.E.

Title: Associate

Date: 10/07/2023

**PINELLAS COUNTY, by and through its Board of County Commissioners**

By: *Janet C. Long*  
Chairman

Date: October 31, 2023.

**ATTEST: Ken Burke, Clerk of the Circuit Court**

By: *Deborah Lewis*  
Deputy Clerk

Date: October 31, 2023.



**APPROVED AS TO FORM**

By: *Joseph Morrissey*  
Office of the County Attorney

**EXHIBIT A - SCOPE OF SERVICES**

**CONSULTING ENGINEERING SERVICES  
Contract No.: 23-0289-RFP-CCNA-Non-Continuing**

**Septic to Sewer Program Project 1 – Professional Engineering Services – ARPA  
Funds**

**COUNTY PID: 0000605 A**

**Prepared for:**

**Pinellas County  
Utilities Department  
14 S. Fort Harrison Avenue  
Clearwater, FL 33756**

**Prepared by:**

**Kimley-Horn  
200 Central Avenue, Suite 600  
St. Petersburg, FL 33701**

**September 2023**

## **SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES**

This Exhibit forms an integral part of the agreement between Pinellas County (hereinafter referred to as the COUNTY) and Kimley-Horn and Associates, Inc. (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

### **I. PROJECT TITLE**

Septic to Sewer Program Project 1 – Professional Engineering Services – ARPA Funds

### **II. OBJECTIVE**

The purpose of this project is to prepare contract documents for the design, permitting, and bidding for the first project (Project 1) of a federally funded ARPA (American Rescue Plan Act) septic to sewer program. \$10 million has been acquired through COUNTY ARPA funds that will allow the COUNTY to extend wastewater collection infrastructure in public Right of Way (ROW). An additional \$10 million was applied for through the Florida Department of Environmental Protection (FDEP) Wastewater Grant, and if awarded, will allow the COUNTY to include septic to sewer conversion improvements on private property. If the Wastewater Grant is not obtained, the work will only be performed in the public ROW. The project includes the design of extensions of the COUNTY wastewater collection system in public ROW, and if funded, the conversion of approximately 204 private on-site sewage treatment and disposal systems, commonly referred to as septic systems, to the public wastewater collection system. This project will be completed in accordance with COUNTY standards with COUNTY specified materials for all improvements. The COUNTY has chosen the project delivery method as design, bid, and build (DBB) for this project.

### **III. PROJECT LOCATION**

Four service areas have been identified for inclusion in Project 1 near East Lake Road and Key Stone Road in Pinellas County:

1. L11BryanLn
2. L57DogwoodTrce
3. L70Ranch Road
4. L65LoraLn

#### IV. PROJECT SCOPE OF WORK

The primary scope of engineering services includes project management, preliminary engineering, and master implementation planning for the overall program. The scope also includes four (4) design packages for each identified service area, inclusive of 30% design, permitting, 90% design, 100% design, Engineer's Opinion of Probable Construction Cost, and final construction contract document sets for construction bidding. All work is to be conducted concurrently to meet or expedite the contract schedule.

The table below outlines the estimated quantities of proposed wastewater collection infrastructure used as a basis for the development of the scope and fee herein, assuming conventional gravity sewer collection:

Service Area	Parcels <sup>1</sup>	Lift Stations (QTY)	Force Main (LF)	Gravity Main (LF) <sup>2</sup>	Manholes (QTY) <sup>3</sup>
Bryan Ln	11	1	1,500	2,700	9
Ranch Road	79	3	5,500	13,000	44
Dogwood Trace	66	1	1,500	10,000	34
Lora Ln	69	2	3,100	8,500	29
<b>Total</b>	<b>225</b>	<b>7</b>	<b>11,600</b>	<b>34,200</b>	<b>116</b>
<sup>1</sup> Number of parcels does not represent the existing service connections as some parcels are vacant <sup>2</sup> Gravity main assumed based on the minimum slopes for an 8-inch gravity main installed at a maximum depth of 12 FT of cover <sup>3</sup> Manhole quantities assumed based on one (1) manhole per 300 feet of gravity main length					

#### Task 1: Project Management

The CONSULTANT will conduct monthly reviews of project progress to ensure compliance with approved budget and schedule. This task will also include coordination with the COUNTY, updates to project schedule, and preparation of monthly invoices. Project management includes activities related to initiating, planning, executing, controlling, and closing the Project. The CONSULTANT will perform a technical review of deliverables, in accordance with standards, prior to transmitting to COUNTY. Under this Task, the CONSULTANT will be responsible for overall coordination and oversight of the project execution.

1. The CONSULTANT's responsibilities under Task 1 – Project Management include the following:

1.1. Contract/Project Management:

1.1.1. Document Management - CONSULTANT will set up and maintain a collaborative online platform for document control. The platform will be accessible and available to the COUNTY and all SUBCONSULTANTS.

1.1.2. Invoicing and Reporting – CONSULTANT will provide monthly invoices and monthly project status summary reports, including all subconsultants invoices for the period. CONSULTANT will provide a draft invoice and attachments to the COUNTY for review and approval prior to submitting for payment.

1.1.3. Scheduling – CONSULTANT will prepare and update project schedules at each deliverable if required by the COUNTY.

1.2. Subconsultant Coordination – CONSULTANT shall coordinate, manage, monitor, and review the services of all SUBCONSULTANTS. Meetings with the SUBCONSULTANTS shall be held as required for the project. SUBCONSULTANTS shall be licensed in the state of Florida and experienced in the project area and type of services required. The CONSULTANT will coordinate the use and timing of these resources in connection with the work, including required subcontracting, scoping, and meetings necessary to complete the task.



- 1.3. Project Kick-off Meeting - CONSULTANT will conduct an in-person Project Kick-off Meeting after the Notice to Proceed is received. CONSULTANT will develop and distribute a Meeting Agenda and provide a Meeting Summary to all participants after the meeting.
- 1.4. Bi-weekly Progress Meetings – CONSULTANT will plan and attend bi-weekly progress meetings (estimated at 30 meetings for the design and bidding phase) pertaining to the project and overall progress of the work completed. CONSULTANT will issue a meeting summary following each bi-weekly meeting. CONSULTANT will attend additional meetings and workshops for coordination throughout the design and bidding phase of the project (estimated at 10 meetings).

Deliverables:

- Meeting Summary (Issued bi-weekly following progress meetings)

**Task 2: Public Outreach**

2. The CONSULTANT and SUBCONSULTANT, The Valerin Group, Inc. (Valerin), will assist the COUNTY with the public involvement component of the project. Services will include printed project information, digital media, and public meetings.

- 2.1. The CONSULTANT's limited responsibilities under Task 2 – Public Outreach include the following:

- 2.1.1. Community Meetings – CONSULTANT will attend community meetings with the residents and stakeholders to provide information about the project, planned activities, schedules, and other pertinent project information regarding the project. The community meetings will provide an opportunity for the CONSULTANT and COUNTY to provide updated information to stakeholders and to answer any questions they may have. Community meetings may be held virtually or in person at each service area as directed by the COUNTY. Community Meetings are expected to include the following:

- 2.1.1.1. 30% Design Phase Meetings – CONSULTANT will attend one (1) public meeting per service area for a total of four (4) meetings.

- 2.1.1.2. Additional Meetings (as-needed) – CONSULTANT will attend additional meetings per service area for a total of four (4) meetings.

- 2.2. The SUBCONSULTANT, Valerin, will develop and implement public outreach and engagement strategies and activities that will inform, educate, and engage residents located in the vicinity of the service areas regarding the project. Public information and engagement are essential to keeping stakeholders informed of planned improvements and explaining the intended benefits, challenges, and potential impacts the project may have on their community and individual activities. In advance of project surveying and geotechnical investigation activities, Valerin will provide public engagement services during the design phase which includes, but is not limited to, the following:

- 2.2.1.1. Public Involvement Plan (PIP): Valerin will develop a Public Involvement Plan (PIP) to outline the public outreach and engagement goals, methods, and tools that will be used throughout the design phases of the project.

- 2.2.1.2. Stakeholder Data Development and Updates: Valerin will develop a stakeholder database of residents with existing water service accounts, property owners, homeowner associations, emergency services, school transportation services, and other related parties with potential interest in the project. The database will be

regularly updated and will also serve to document communications and resolutions regarding stakeholder and resident concerns.

2.2.1.3. Educational Material | Collateral Development and Distribution: Valerin will coordinate with the CONSULTANT and COUNTY representatives to develop project educational and collateral/materials regarding the septic-to-sewer (S2S) program using “plain language” so the information is easily understood by the general public. Materials will be ADA-compliant for online accessibility and will include the following:

- Fact Sheet | Notification Mailer
- Frequently Asked Questions (FAQs)

2.2.1.4. Project Phone Number and Email Address: Valerin will set up and maintain a 24/7 project-specific phone number and email address and respond to inquiries in a timely manner.

2.2.1.5. Stakeholder Engagement: Valerin will assist the COUNTY with in-person and/or door-to-door outreach as needed to support efforts to inform stakeholders and private access property owners of planned project activities and potential system access requirements.

2.2.1.6. Public Meetings: Valerin will assist with coordinating and conducting three (3) public meetings. The following meetings will be held as follows:

- Ranch Road and Lora Lane (combined meeting)
- Dogwood Trace (standalone)
- Bryan Road (standalone)

Tasks to be conducted by Valerin prior to public meetings will include:

- Identifying an ADA-compliant venue for each public meeting
- Performing an on-site visit of the venues and preparing a room layout for the meetings
- Checking calendars to ensure public meeting dates are not in conflict with local agency meetings, holidays, or elections
- Developing public meeting notifications and distribution approach with COUNTY
- Preparing press release to be sent out by COUNTY
- Preparing collateral materials including project handouts, agendas, sign-in sheets, comment cards, name badges, Welcome Board, Title VI Board, and directional signage (wayfinding)
- Assist project team and COUNTY with development of PowerPoint presentation, script, and voiceover, as needed

Tasks to be conducted by Valerin during the public meetings will include:

- Setup of public meetings
- Staff sign-in table
- Assist attendees
- Breakdown of public meetings
- Prepare summaries following each public meeting

2.2.1.7. Project Progress Meetings: Valerin will attend progress meetings and coordination calls as scheduled throughout the duration of the project.

2.2.1.8. Contract Coordination/QC/QA: Valerin will provide coordination, management, and

oversight of assigned Valerin staff, budget, and scheduling of tasks as outlined in the Scope of Services, and perform QC/review of all collateral materials and content developed by Valerin for the project.

### **Task 3: Data Collection, Review, and GIS Database Development**

3. The CONSULTANT will assist the COUNTY with the compilation and review of available data pertaining to the areas established for inclusion in the project. The CONSULTANT will complete the following:
  - 3.1. CONSULTANT will collect relevant data from the COUNTY related to the existing utility systems surrounding the defined service areas. This data will be obtained by utilizing existing land use, zoning, comprehensive plans, property appraiser data, the Florida Department of Environmental Protection NSILT Database, and the COUNTY's septic to sewer master plan (under development). Additionally, CONSULTANT will review this data with COUNTY staff and COUNTY'S consultants for compatibility with the overall septic to sewer plan the COUNTY is developing. It is estimated that this task will require three (3) meetings for data review and coordination with the COUNTY.
  - 3.2. CONSULTANT will utilize relevant data provided by the COUNTY to develop a GIS database and layout of the existing and proposed infrastructure for inclusion in the Master Implementation Plan. Data requested from the COUNTY may include, but is not limited to:
    - GIS shapefiles of potable water, reclaimed water, and sewer (any utility information in project areas)
    - As-built/Atlas Drawings
    - PCSWMM model for the project areas
    - Asset database
    - Known trouble areas or spots of concern/High Water Marks
    - Flooding Level of Service Criteria
    - Existing Pump Station Information

The GIS Geodatabase will be utilized to complete the project and will be provided to the COUNTY upon completion of the project.
  - 3.3. On-Site Field Visit - CONSULTANT will perform one (1) on-site field visit for each service area, for a total of four (4) site visits. The site visits will consist of a visual assessment of above-grade topography and built environment characteristics.

#### Deliverables:

- GIS Geodatabase of existing and proposed infrastructure

### **Task 4: Subconsultant Services**

4. The CONSULTANT will utilize SUBCONSULTANTS to perform the required survey, subsurface utility engineering (SUE), and geotechnical investigation services. The CONSULTANT will complete the environmental services required for this project.
  - 4.1. SURVEY: SUBCONSULTANT will provide the following services:
    - 4.1.1. Route Survey: A Topography Survey to include the full right-of-way width plus 20 feet overlap on each side. The survey shall include:
      - Trees 5" and larger in diameter at breast height, provide location, size, and common name.

- Ground elevations at a 50-foot maximum interval and all intermediate grade breaks, including top of bank, toe of slope, driveways, and edge of road,
- Sanitary and storm sewer structures - locations and types with top and bottom elevations, pipe sizes, and direction and invert elevations of all connecting pipes.
- Survey SUE designates and locates and Geotech borings. A maximum of 60 locates and 20 borings.
- Survey observed underground equipment, including valves, boxes, meters, backflow preventers, hydrants, and blowoffs.
- Survey overhead utility equipment, including power poles and guy wire locations.
- Utilizing found survey corner monumentation, the apparent right of way will be surveyed and depicted on the Map of Survey. The apparent location of furnished easements, county parcels, and parcel lines that abut the road right of way will be depicted on the Map of Survey.

4.2. SUBSURFACE UTILITY ENGINEERING: SUBCONSULTANT will provide the following services:

Advanced Technological Systems, Inc. (ATS) shall perform Level "B" designation (electronic designating and Ground Penetrating Radar (GPR) services within the Bryan Lane, Dogwood Trace, Ranch Road and Lora Lane Service Areas, representing 33,000 linear feet of parkway length (see attached table).

"Level A" (vacuum excavation) services shall be limited to sixty (60) excavations throughout the four (4) Service Areas. Three (3) of these excavations are expected to be within the paved surface on Keystone Road. As such, this proposal includes a single specialized MOT set-up. This work will be performed by MOT Plans, Inc. ATS will initially designate the project areas to identify existing utilities within the parkways or beneath the paved surfaces. ATS will utilize conventional electronic designating equipment and GPR to scan the roadways within the Service Area described above.

The proposed designation (location) method is the industry recognized procedure for finding and identifying underground utilities/anomalies and features. Although effective and reliable, there is the possibility that all features may not be detected due to environmental conditions, soil conditions, water table, and/or feature makeup. Once the designated utilities are surveyed, the client will identify where soft digs are required. ATS will white box the proposed excavation sites and call Sunshine State One Call of Florida (SSOCOF) to coordinate the notification of all utility owners within the project limits prior to performing excavation work.

Field reports will be prepared identifying the location of each utility excavated, providing the type of utility, diameter, pipe material, depth and horizontal locations (providing a minimum of two dimensions).

The following items are specifically excluded from the basic scope of services:

- Survey Services
- Filing fees, permit fees, prints, or any other out of pocket expenses other than those specifically included
- Any work associated with topographic, boundary survey or construction stakeout
- Soil compaction testing
- Any work associated with the handling of hazardous materials

4.3. GEOTECHNICAL ENGINEERING: SUBCONSULTANT will provide the following Geotechnical Investigation services:

4.3.1. Twenty-Four (24) Standard Penetration Test (SPT) Borings with locations to be determined including the following:

- Truck-mounted drill rig access assumed
- Eight (8) borings at forty (40) foot nominal depth
- Sixteen (16) borings at twenty (20) foot nominal depth
- Standard sampling intervals – continuous for first 10 feet, 5-foot centers thereafter
- Spoil to be discarded on-site by spraying/spreading
- Bentonite chip backfill

4.3.2. Up to eight (8) Hand auger borings to nominal eight (8) foot depths along the proposed route

4.3.2.1. Samples will be taken at stratigraphy changes or more frequently at the direction of the Geotechnical Engineer

4.3.2.2. Hand auger sampling below the water table is typically difficult or impossible. Based on our understanding of the local geology, we do not anticipate encountering the water table within 8 feet of ground surface

4.3.2.3. Minimal laboratory testing is proposed for accurate soil classification – additional field or laboratory testing for specific design support will be proposed as additional task items

4.3.3. Engineering Report detailing findings and recommendations for construction including but not limited to the following:

- Boring logs and test details
- Backfill suitability
- Trenchless/open-cut construction recommendations
- Unsuitable materials

4.4. NATURAL RESOURCES ASSESSMENT: The CONSULTANT will provide the following environmental services:

4.4.1. CONSULTANT will conduct a Natural Resource Assessment to identify potential wetlands and surface waters and upland habitats (including potential sensitive habitats) on-site and will evaluate the potential for usage by state and/or federal protected species. In preparing this assessment, CONSULTANT will conduct the following tasks:

- Review readily available natural resource documentation, previous environmental studies (provided by COUNTY, if available), existing permits (if available), and protected species information;
- Request and review information from the US Fish and Wildlife Service (USFWS), Florida Natural Areas Inventory (FNAI), and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of protected species on and near the subject property;
- Request and review information from the State Historic Preservation Officer (SHPO) regarding historic and archaeological resources;
- Review the Flood Insurance Rate Map (FIRM) to determine if the project is within the 100-year floodplain;
- Conduct site reconnaissance.

4.4.2. Following the site visit and database review, a Technical Memorandum will be prepared for each service area summarizing our findings, permit requirements, and additional surveys or evaluations required, if applicable. These additional services could include wetland permitting, specific protected species surveys, archaeological or historical

surveys, etc. The following maps will be prepared:

- Location Map
- USGS Quad Map
- Soils Map
- Land cover map classifying the habitats on-site based on the Florida Land Use, Cover, and Forms Classification System (FLUCFCS) and showing approximate acreage of each land cover. The acreage of upland and wetland habitats shown will be approximate based on aerial interpretation. Field flagging of wetland and surface water areas is not included in this scope of work.
- Protected Species Map (if applicable)
- FEMA FIRM Map

4.4.3. This scope is a due diligence level review and does not include detailed species surveys. Some species require multiple-day surveys; however, it is unknown what species could potentially occur on the project site. Thus, if during this investigation it is determined that additional field surveys are required to meet the state and federal survey protocol, the COUNTY will be notified and a cost for the additional survey will be prepared. This scope does not include protected species permitting if required.

Deliverables:

- Route Survey
- Geotechnical Investigation Report
- SUE Locates
- Natural Resources Assessment

**Task 5: Master Implementation Plan Phase**

5. The CONSULTANT's responsibilities under Task 5 – Master Implementation Plan Phase include the following:

5.1. Master Implementation Planning

5.1.1. CONSULTANT will evaluate the existing data gathered in Task 3. This evaluation will consider the following:

1. Number of septic tanks.
2. Right-of-way widths obtained from existing subdivision record plats and the Pinellas County property appraiser's website.
3. Existing Easements (if any).
4. Roadway conditions.
5. Additional COUNTY property within the identified service areas as found on the County Property Appraiser's Website.
6. Potential environmental impacts. These impacts will be identified using the GIS layers found in the mapping web portal available on the SWFWMD website.

5.1.2. CONSULTANT and SUBCONSULTANT will complete a high-level alternatives analysis to determine the most feasible alternative for septic to sewer replacement in the designated service areas. Each service area will be evaluated to determine the potential impacts to the associated impaired water body as well as the estimated nutrient reduction associated with the septic tank removal. Additional factors will include community impacts, assessment of public perception and input, and review of feasible collection system technologies. Three (3) primary alternatives will be evaluated per service area, including traditional gravity sewer collection systems with lift stations, low-pressure sewer systems (LPSS), and package pump stations. An evaluation of vacuum sewer will not be

completed. The alternatives will be evaluated based on capital cost, operations, maintenance/accessibility, public inconvenience, and life cycle cost. A maximum of six (6) total sub-alternatives will be evaluated.

5.1.3. CONSULTANT will establish the level of public acceptance of septic system replacement in each service area based on community surveys completed during public outreach meetings.

5.1.4. CONSULTANT will provide an Opinion of Probable Construction Cost (OPCC) for each alternative. CONSULTANT will identify the most economical approach for implementation of improvements based on the available budget. The CONSULTANT has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to the CONSULTANT at the time and represent only the CONSULTANT's judgment as a design professional familiar with the construction industry.

5.1.4.1. CONSULTANT will facilitate two (2) workshop meetings with the COUNTY to review the proposed alternatives.

5.1.5. CONSULTANT will provide a preliminary project design and strategy for project delivery within the established budget provided by the COUNTY for each of the four (4) septic to sewer service areas. Preliminary project design and recommendations for construction will be based on the high-level alternatives analysis and evaluation of environmental benefit reviewed with and approved by the COUNTY. The preliminary project design will consist of the following:

5.1.5.1. Initial sizing of the wastewater collection system based on FDEP and Pinellas County water billing data or wastewater flows per equivalent residential connection (ERC).

5.1.5.2. CONSULTANT will allocate future growth into specific areas within the service area to calculate future utility needs and allocate utility demands. This allocation will be performed based on population growth projections, known projects, engineering judgment, and discussions with COUNTY staff. System demands will be calculated for the present year and 20-year projection.

5.1.5.3. The approximate horizontal location and length of the mains and lift stations. Vertical alignment of the mains and stations is not included. CONSULTANT will provide the approximate location and number of required manholes and lift stations for gravity collection systems.

5.1.5.4. CONSULTANT will complete the preliminary design and sizing of proposed lift stations and associated force mains. CONSULTANT will identify proposed improvements required to receive COUNTY infrastructure, if any.

5.1.5.5. CONSULTANT will provide the approximate location and number of grinder or package stations, if any.

5.1.5.6. Maps and exhibits depicting the approximate location of wastewater mains, lift stations, grinder stations, manholes, and services located within the ROW or on other properties owned by the COUNTY.

5.1.5.7. Maps and exhibits showing anticipated easements or temporary construction easements required to be provided for the COUNTY to begin property acquisition

prior to construction. Property and easement acquisition coordination is not included in this scope of services and is intended to be completed by the COUNTY.

- 5.1.6. CONSULTANT will identify the required permits associated with the preliminary design for each of the service areas identified above.
- 5.1.7. CONSULTANT will develop an updated Opinion of Probable Construction Cost (OPCC) for the preliminary design for each of the service areas identified above. The CONSULTANT has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the CONSULTANT at this time and represent only the CONSULTANT's judgment as a design professional familiar with the construction industry.
- 5.1.8. CONSULTANT will facilitate one (1) workshop meeting with the COUNTY to review the preliminary design.
- 5.2. Hydraulic Modeling and Capacity Evaluation
- 5.2.1. CONSULTANT will establish existing conditions utilizing the COUNTY PCSWMM hydraulic model and available GIS data provided by the COUNTY. CONSULTANT will not update or calibrate the existing portion of the PCSWMM model provided by the COUNTY for the COUNTY wastewater system, stormwater conveyance system, or with updated LiDAR data based on topographic survey.
- 5.2.2. CONSULTANT will extend existing COUNTY PCSWMM hydraulic model to include the designed hydraulic network and flows associated with each service area based on the preliminary design. Hydraulic Modeling will be completed in PCSWMM and will evaluate existing and proposed operating conditions. Hydraulic model will include the following:
- 5.2.2.1. Limits of the existing infrastructure up to the point of connection to the COUNTY's distribution system within COUNTY or FDOT right-of-way
- 5.2.2.2. Proposed infrastructure up to the point of connection to the COUNTY's collection system within COUNTY or FDOT right-of-way
- 5.2.2.3. The following alternatives will be evaluated in the hydraulic model:
- Existing Flow Conditions with proposed infrastructure for Average Daily Flow and Peak Hour Flow for Dry Weather Flow and Wet Weather Flow Conditions
  - Proposed Flow Conditions (20-year flow projection) with proposed infrastructure for Average Daily Flow and Peak Hour Flow for Dry Weather Flow and Wet Weather Flow Conditions
- 5.2.2.4. Existing flow projections conditions for each service area will be based on water billing data to be provided by the COUNTY. In the event that billing data is not available an equivalent residential use flow estimate for each service area will be established to estimate the existing demand for each service area.
- 5.2.2.5. Future flow conditions will be established in Task 5.1.4.2.
- 5.2.2.6. Evaluation of system capacity to maintain a level of service established by the COUNTY and evaluation of impacts to the immediate receiving infrastructure (first receiving lift station or collection system) and improvements required to maintain capacity within the COUNTY sanitary sewer system. Evaluation is limited



to immediate downstream infrastructure and does not include an evaluation of the wastewater treatment facility.

### 5.3. Sea Level Rise Focus Area Identification

5.3.1. The CONSULTANT will utilize the COUNTY's sea level rise analysis toolkit to examine existing and proposed infrastructure for potential deficiencies under the Intermediate-Low, Intermediate, and High scenarios for the 2050, 2070, and 2100 horizons. Additionally, the CONSULTANT will review FEMA floodplains from the National Flood Hazard Layer to analyze existing floodplain level of service deficiencies.

5.3.2. The CONSULTANT will define assets as deficient or compliant and indicate under which scenarios and horizons the exposure occurs. Furthermore, the CONSULTANT will develop up to six (6) focus areas for future work based on identified deficiencies, flood complaints, and COUNTY identified critical assets.

### 5.4. Septic-to-Sewer Policy Assistance

5.4.1. SUBCONSULTANT will develop a septic-to-sewer policy guide that will establish the COUNTY's policy compliance requirements for the design. This task, will include the following:

- Develop a draft outline for the septic-to-sewer policy guide memorandum. Submit the draft outline for review and comments via email. Complete one (1) review meeting with the COUNTY.
- Update the outline and develop a draft septic-to-sewer program policy guide memorandum. The memorandum will include a Sewer Service Connection Detail to be utilized in the 30%, 90%, and 100% design deliverables. Complete one (1) review meeting with the COUNTY to discuss comments and agree on updates to the outline.
- Update and finalize the septic-to-sewer program policy guide memorandum.

### 5.5. Master Implementation Plan Report

5.5.1. CONSULTANT will prepare one (1) Master Implementation Plan Report, inclusive of all four (4) service areas that outlines the high-level alternatives analysis, basis for design, opinion of probable construction costs, and recommendations for implementation for each service area. The report will also identify pre-design conditions and information established from data collection and review. Results of the hydraulic model will be summarized in the report and obtain COUNTY concurrence prior to design. The report will identify permit requirements for each service area and the permit applications required to be submitted in the 90% design phase.

5.5.2. QA/QC- CONSULTANT will facilitate QA/QC plan in reviewing all project deliverables including design calculations, reports, plans, and specifications.

#### Deliverables:

- Hydraulic Model File – to include all scenarios and results files in PCSWMM software in a zip file
- Alternatives Analysis Summary and OPCCs (to be later incorporated in the Master Implementation Plan Report)
- Septic-to-sewer program policy guide memorandum
- Master Implementation Plan Report

- GDB containing asset and focus area feature classes
- Project Review Meeting Agenda and Summaries

## **Task 6: 30% Design Phase**

6. The CONSULTANT and SUBCONSULTANT will complete the responsibilities under Task 6 – 30% Design Phase including the following:

### 6.1. 30% Design Plans

6.1.1.30% Design Plans - CONSULTANT shall prepare (4) stand-alone 30% design plan sets, one for each service area, for the proposed sanitary sewer improvements using the information and data provided. The 30% plan set shall consist of the following:

- Standard cover sheet
- General Notes
- Overall project key sheet
- Overall Private Property Connection Plan
- Plan sheets at 1" = 30' horizontal
- Lift Station Site Plans
- Lift Station Mechanical Cross Sections
- General/Standard Details
- Utility Details
  - Private property connection detail

Vertical design/profiles will not be included in the 30% Design Phase.

6.1.1.1. CONSULTANT will utilize Sunshine One Call to verify the name, contact person, and telephone number of all utility companies located within the project area. These utility contacts will be shown on the cover sheet of the plans.

6.1.1.2. CONSULTANT will prepare an overall private property connection plan that will include the parcel ID numbers, property owner names, and addresses. The COUNTY will provide the latest property owner information.

6.1.2.QA/QC– CONSULTANT will implement the QA/QC plan in reviewing all project deliverables including design calculations, reports, plans, and specifications.

### 6.2. 30% Opinion of Probable Construction Cost (OPCC)

6.2.1.30% OPCC Preparation - CONSULTANT will prepare an updated Opinion of Probable Construction Cost (OPCC) for each design package based on the 30% design plans. The CONSULTANT has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to the CONSULTANT at the time and represent only the CONSULTANT's judgment as a design professional familiar with the construction industry.

6.3. CONSULTANT will prepare a 30% conceptual landscape plan in electronic PDF format identifying the general landscape shrub massing and tree locations per the proposed lift station improvements in plan format.

6.3.1. A Design Imagery board will be prepared as an 11x17 electronic PDF depicting the general design aesthetic of the proposed landscape plant palette.

6.3.2. CONSULTANT will develop a photorealistic 3D digital illustrative model of up to seven (7) proposed lift stations. This model will highlight key components and views to express the proposed design in 3-Dimensional form. 3D models for proposed lift stations will be provided by the engineer in Revit, 3d model format for incorporation into the model. This model may be used to assist the design team and COUNTY in finalizing the overall design and available for use as a visualization tool with the community. CONSULTANT will submit up to two (2) static perspective views per lift station of the 3D model in PDF format and provide up to one round of revisions per model.

#### 6.4. Project Review Workshops

6.4.1. Project Review Meeting - The CONSULTANT will conduct an in-person Project Review Meeting at the COUNTY's discretion following the Draft 30% Design Package Deliverable. CONSULTANT will develop and distribute a Meeting Agenda and provide a Meeting Summary to all participants after the meeting.

#### Deliverables:

- (4) 30% Design Plan Sets
- (4) OPCCs
- Landscape concept plans and visualizations
- Project Review Meeting Agenda and Summaries

### **Task 7: 90% Design Phase**

7. Based on the COUNTY's comments and CONSULTANT's concurrence received on the 30% Design Phase, the CONSULTANT will prepare the 90% Design Phase sets of contract documents for each service area. The CONSULTANT's responsibilities under Task 7 – 90% Design Phase include the following:

#### 7.1. 90% Design Plans

7.1.1. 90% Design Plans - CONSULTANT shall prepare four (4) stand-alone 90% design plan sets for each service area. The 90% plan set shall consist of the following:

- Standard cover sheet
- General Notes
- Overall project key sheet
- Overall Private Property Connection Plan
- Horizontal and Control Sheets Index, location map, legend, and general notes
- Stormwater Pollution Prevention Plan (SWPPP)
- Plan sheets at 1" = 30' horizontal
- Profile sheets at 1" = 4' vertical scales (as required)
- Typical Roadway and ROW sections
- Traffic Control/Maintenance of Traffic Sheets
- Utility Relocation/Adjustment Sheets
- Signage and Striping Plans
- Lift Station – Site Plans
- Lift Station – Mechanical Cross Sections
- Lift Station – Structural Sheets
- Lift Station – Odor Control Design Sheets
- Lift Station – Electrical/I&C Sheets
- Lift Station – Landscape Plan Sheets

- General/Standard Details
- Utility Details
  - Private property connection detail
- Roadway Details

Roadway widening, roadway alignment improvements, multimodal improvements, and stormwater and drainage improvements are not anticipated or included within this scope of services.

Plan drawings will be presented on a 1"=30' scale when plotted on standard 22" by 34" size sheets following the general requirements of the COUNTY CAD standards. Information in the drawings will include standard details, connection details, and specific details developed for each service area as needed.

Construction Drawings - Construction drawings will be provided in electronic format using the Pinellas County CADD Kit for AutoCAD Civil 3D 2020, latest version. The Pinellas County CADD Standard Manual for Survey & Civil Engineering and the most current COUNTY standards will be followed except for the deviations described herein.

#### 7.1.1.1. Roadway and Traffic Control Plan

7.1.1.1.1. CONSULTANT will include roadway reclamation and restoration details in the engineering design plans. This will consist of the typical roadway section and the limits of roadway reclamation. The typical section will identify the asphalt type and depth, lime rock depth and compaction, and stabilized subgrade depth and compaction. The roadway reclamation and restoration will be in accordance with the Pinellas County details and specifications.

7.1.1.1.2. The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular 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 routes for temporary roadway closures.

7.1.1.1.3. The Traffic Control Plan will be prepared by a certified designer who has completed FDOT training. Before proceeding with the Traffic Control Plan, the CONSULTANT will meet with the appropriate COUNTY personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

7.1.1.1.4. The CONSULTANT will consider the local impact of any lane closures or alternate routes. Diligence will be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities.

7.1.1.2. Consultant will provide electrical, instrumentation and control system design, as required, for up to seven (7) pump stations. This includes the following major components:

- New electrical utility service (coordination with local service provider)
- Power distribution gear
- Emergency generator, where applicable
- Automatic Transfer Switch (ATS), where applicable
- Variable frequency drive (VFD), if required
- Local instrumentation (pressure, flow)

- Local SCADA control panel
- Site lighting
- Lightning protection and grounding
  - New programmable logic controller (PLC) and human machine interface (HMI) display

7.1.1.3. Based on the approved conceptual layouts from CONSULTANT will prepare landscape and irrigation Construction Documents for the seven (7) proposed lift station locations. The plans will propose screening from the surrounding residential development and lift station. The landscape plan will consist of a detailed layout of proposed plantings with a plant list identifying species, quantities, sizes, locations, spacing, details, and installation notes. The landscape plan will also identify trees to be preserved. The irrigation plan will consist of head layout, water source information, lateral line layout, valve sizes and locations, controller type and location, sleeve locations, identify and label point of connection, detailed drawings, and installation notes. Irrigation wells and pump stations, if required, are not included.

7.1.1.4. SUBCONSULTANT will provide odor control design, plans, and specifications for up to four (4) lift stations. SUBCONSULTANT will predict wastewater dissolved sulfide concentrations at start-up, 30% connections, 60% connections, and 90% connection hydraulic retention times for each service area collection system. The odor control design will support the force main discharge and lift station wet well design to minimize turbulence.

7.1.1.5. CONSULTANT will complete structural design and supporting calculations as required for compliance with COUNTY standard details and specifications for up to seven (7) lift stations, including wet well, top slabs, and miscellaneous concrete associated with lift station improvements.

7.1.2.QA/QC – CONSULTANT will implement the QA/QC plan in reviewing all project deliverables including design calculations, reports, plans, and specifications.

## 7.2. 90% Opinion of Probable Construction Cost (OPCC)

7.2.1.90% OPCC Preparation - CONSULTANT will prepare an Opinion of Probable Construction Cost (OPCC) for each design package based on the 90% design plans. The CONSULTANT has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to the CONSULTANT at the time and represent only the CONSULTANT's judgment as a design professional familiar with the construction industry.

## 7.3. 90% Specifications Packages

7.3.1.90% Technical Specifications - CONSULTANT will prepare draft technical specifications for the 90% Design Submittal. COUNTY standard specifications will be utilized as applicable. Any required specifications not covered by COUNTY standard specifications will be prepared by the CONSULTANT using industry standard references.

## 7.4. Project Review Workshops

7.4.1. The CONSULTANT will conduct an in-person Project Review Meeting following the Draft

90% Design Package Deliverable. CONSULTANT will develop and distribute a Meeting Agenda and provide a Meeting Summary to all participants after the meeting and implement COUNTY comments and revisions prior to issuing the final 90% deliverable.

Deliverables:

- (4) 90% Design Plan Sets
- (4) 90% OPCCs
- (4) 90% Specification Packages
- Project Review Workshop Agendas and Summaries

**Task 8: Permitting**

8. CONSULTANT will prepare the required permit applications for each service area for COUNTY review and signature as identified in the 30% design phase. Draft permit applications will be submitted after COUNTY comments are received on the 30% design package submittal. Completed permit applications will be submitted to the permitting agencies during the 90% Design Phase for each service area.

8.1. Permit Applications

8.1.1. It is anticipated that up to three (3) permit applications will be required for each service area, for FDEP, Pinellas County Right-of-way Use Permit (RUP), and/or SWFWMD. No connections within the FDOT right-of-way are anticipated. It is assumed building permits will be completed during the construction phase of this project and are not included in this scope of services. CONSULTANT will conduct pre-application meetings or conferences (when applicable), prepare and submit permit applications (excluding fees), and provide responses to requests for additional information (RAIs) from regulatory agencies. Permit applications will be submitted for each individual design package. Permits expected to be required in this project include:

FDEP Sewer Collection System Permit  
 Pinellas County Right-of-way Use Permit (RUP)  
 Southwest Florida Water Management District (SWFWMD) ERP Exemption Verification

Deliverables:

- Completed Permit Applications

**Task 9: Grant Administration Assistance**

1. CONSULTANT will prepare six (6) quarterly reports for COUNTY review and submittal (by COUNTY) which will include the following required information:
  - Project name and description of the major activities
  - Appropriate Expenditure Category
  - Obligations and Expenditures
  - Project Status

CONSULTANT will coordinate and participate in COUNTY/Agency coordination meetings and will provide "Davis-Bacon Act" compliance and monitoring requirements through design and bidding.

CONSULTANT will assist the COUNTY in development of a project labor agreement certification or workforce development plan as required through ARPA funding.

It is anticipated that the COUNTY will be required to provide the following items, if applicable:

- a. National Pollutant Discharge Elimination System (NPDES) Permit Number
- b. Median Household Income of service area
- c. Lowest Quintile Income of the service area

## **Task 10: 100% Design Phase**

10. Based on the COUNTY's comments and CONSULTANT's concurrence received on the 90% Design Phase, the CONSULTANT will prepare the 100% Design Phase set of contract documents for each service area. The CONSULTANT's responsibilities under Task 10 – 100% Design Phase include the following:

### 10.1. 100% Design Plans

10.1.1. CONSULTANT shall prepare four (4) stand-alone 100% design plan sets for each service area. The 100% plan set shall consist of the following:

- Standard cover sheet
- General Notes
- Overall project key sheet
- Overall Private Property Connection Plan
- Horizontal and Control Sheets Index, location map, legend, and general notes
- Stormwater Pollution Prevention Plan (SWPPP)
- Plan sheets at 1" = 30' horizontal
- Profile sheets at 1" = 4' vertical scales (as required)
- Typical Roadway and ROW sections
- Traffic Control/Maintenance of Traffic Sheets
- Utility Relocation/Adjustment Sheets
- Signage and Striping Plans
- Lift Station – Site Plans
- Lift Station – Mechanical Cross Sections
- Lift Station – Structural Sheets
- Lift Station – Odor Control Design Sheets
- Lift Station – Electrical/I&C Sheets
- Lift Station – Landscape Plan Sheets
- General/Standard Details
- Utility Details
  - Private property connection detail
- Roadway Details

10.1.2. QA/QC– CONSULTANT will implement the QA/QC plan in reviewing all project deliverables, including design calculations, reports, plans, and specifications.

### 10.2. 100% Opinion of Probable Construction Cost (OPCC)

10.2.1. 100% OPCC Preparation - CONSULTANT will prepare an Opinion of Probable Construction Cost (OPCC) for each design package based on the 100% design plans. The CONSULTANT has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to the CONSULTANT at the time and represent only the CONSULTANT's judgment as a

design professional familiar with the construction industry

### 10.3. 100% Specification Packages

- 10.3.1. 100% Technical Specifications - CONSULTANT will prepare technical specifications for the 100% Design Submittal. COUNTY standard specifications will be utilized as applicable. Any required specifications not covered by COUNTY standard specifications will be prepared by the CONSULTANT using industry-standard references.

### 10.4. Project Review Workshops

- 10.4.1. The CONSULTANT will conduct an in-person Project Review Meeting following the 100% Design Package Deliverable. CONSULTANT will develop and distribute a Meeting Agenda and provide a Meeting Summary to all participants after the meeting and implement COUNTY comments and revisions prior to issuing the final 100% deliverable.

#### Deliverables:

- (4) 100% Design Plan Sets
- (4) 100% OPCCs
- (4) 100% Specification Packages
- Project Review Workshop Agendas and Summaries

#### **Task 11: Bid Phase Services**

11. Bid services will be provided separately for each design package. The CONSULTANT's responsibilities include –

- 11.1. Bid Phase Services - CONSULTANT will assist the COUNTY during the Bid Phase of the project, for the COUNTY to advertise and procure the project, resulting in the award to the lowest qualified bidder. The COUNTY will advertise and award the project as individual contracts. It is anticipated that up to four (4) separate bid packages will be required.

11.1.1. Bid Response - CONSULTANT will assist the COUNTY in responding to the bidder's questions and preparing up to three (3) addenda as required.

11.1.2. Bid Proposals - CONSULTANT will assist the COUNTY review bid proposals and assist in the recommendation of award if required.



**VII. COMPENSATION – Attachment A includes the line-item breakdown**

<b>Project Task Number</b>	<b>Project Task</b>	<b>Lump Sum Task Fees</b>
1	Project Management	\$173,396
2	Public Outreach	\$105,642
3	Data Collection, Review, and GIS Database Development	\$105,706
4	Subconsultant Services	\$565,584
5	Master Implementation Plan Phase	\$405,910
6	30% Design Phase	\$242,564
7	90% Design Phase	\$507,669
8	Permitting	\$49,450
9	Grant Administration Assistance	\$43,220
10	100% Design Phase	\$184,822
11	Bid Phase Services	\$30,438
	<b>Grand Total</b>	<b>\$2,414,401</b>

**VI. PROJECT SCHEDULE**

CONSULTANT shall commence professional services upon written receipt of Notice to Proceed from COUNTY. The schedule to deliver the 100% deliverable package for this project is **251** days after the notice to proceed. A draft schedule is included in Attachment B.

**EXHIBIT B - HOURLY RATE SHEETS**

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

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**Exhibit A**  
**Pinellas County**  
**Septic to Sewer Program Project 1**  
**Professional Engineering Services – ARPA Funds**  
**Contract No. 23-0289-RFP-CCNA-Non-Continuing**

<b>Classification</b>	<b><i>Rate</i></b>
Senior Professional II	\$385.00
Senior Professional I	\$295.00
Professional	\$215.00
Analyst II	\$190.00
Analyst I	\$150.00
Senior Technical Support Staff	\$270.00
Technical Support Staff	\$135.00
Support Staff	\$155.00

\$ 2,414,401 = Total Cost

Project Number:

Task Number	Task Description	Tasks:	Senior Professional Engineer II	Senior Professional Engineer I	Professional	Analyst II	Analyst I	Senior Technical Support Staff	Technical Support Staff	Support Staff	Total Hours	Labor Costs (\$)	H2R (Geotechnical Investigation)*	Wright Pierce	V&A	ATS	Valerin	Mead & Hunt	Task Costs	
<b>1</b>	<b>Project Management</b>		<b>\$385</b>	<b>\$295</b>	<b>\$215</b>	<b>\$190</b>	<b>\$190</b>	<b>\$278</b>	<b>\$135</b>	<b>\$155</b>										
1.1	Contract/Project Management										0	\$ -		\$ 9,126.00	\$ -				\$ 9,126.00	
1.1.1	Document Management			20			40			40	100	\$ 18,100.00							\$ 14,664.00	\$ 32,764.00
1.1.2	Invoicing and Reporting			64						40	94	\$ 22,130.00							\$ 11,454.00	\$ 33,584.00
1.1.3	Scheduling			10			20				30	\$ 5,950.00							\$ 6,420.00	\$ 12,370.00
1.2	Subconsultant Coordination			30							60	\$ 11,850.00							\$ 11,850.00	\$ 11,850.00
1.3	Project Kick-off Meeting			4			4				12	\$ 2,320.00							\$ 3,702.00	\$ 6,022.00
1.4	Bi-weekly Progress Meetings			80		40	80		4		200	\$ 43,200.00							\$ 24,480.00	\$ 67,680.00
		<b>Subtotals</b>	<b>0</b>	<b>198</b>	<b>0</b>	<b>40</b>	<b>164</b>	<b>0</b>	<b>4</b>	<b>80</b>	<b>486</b>	<b>\$103,550</b>	<b>\$0</b>	<b>\$9,126</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,720</b>	<b>\$173,396</b>
<b>2</b>	<b>Public Outreach</b>																			
2.1	Public Outreach										0	\$ -								
2.1.1	Community Meetings			12			18				30	\$ 6,240.00							\$ 6,240.00	\$ 6,240.00
2.1.1.1	30% Design Phase Meetings			8			12				20	\$ 4,160.00							\$ 6,120.00	\$ 10,280.00
2.1.1.2	Additional Meetings (as-needed)			8			12				20	\$ 4,160.00							\$ 6,120.00	\$ 10,280.00
2.2	Valerin Public Outreach										0	\$ -						\$ 78,842.00	\$ 78,842.00	
		<b>Subtotals</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>70</b>	<b>\$14,560</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$78,842</b>	<b>\$12,240</b>	<b>\$105,642</b>
<b>3</b>	<b>Data Collection, Review, and GIS Database Development</b>																			
3.1	Data Collection			40			80		40	40	200	\$ 35,400.00							\$ 15,730.00	\$ 51,130.00
3.2	GIS Database			80			80				190	\$ 39,650.00							\$ 39,650.00	\$ 39,650.00
3.3	On-Site Field Visit			12			18				48	\$ 8,670.00							\$ 8,256.00	\$ 14,926.00
		<b>Subtotals</b>	<b>0</b>	<b>132</b>	<b>0</b>	<b>0</b>	<b>178</b>	<b>0</b>	<b>88</b>	<b>40</b>	<b>438</b>	<b>\$83,720</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$21,986</b>	<b>\$105,706</b>
<b>4</b>	<b>Subconsultant Services</b>																			
4.1	Survey										0	\$ -							\$ 5,302.00	\$ 5,302.00
4.1.1	Topographic Survey										0	\$ -			\$413,726				\$ 5,302.00	\$ 413,726.00
4.2	Subsurface Utility Engineering (SUE)										0	\$ -				\$ 70,416.00			\$ 5,302.00	\$ 75,718.00
4.3	Geotechnical Engineering										0	\$ -	\$ 30,636.00						\$ 5,302.00	\$ 35,938.00
4.4	Natural Resources Assessment			8	108	36				16	168	\$ 34,900.00							\$ 34,900.00	\$ 34,900.00
		<b>Subtotals</b>	<b>0</b>	<b>8</b>	<b>108</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>168</b>	<b>\$34,900</b>	<b>\$30,636</b>	<b>\$0</b>	<b>\$413,726</b>	<b>\$70,416</b>	<b>\$0</b>	<b>\$0</b>	<b>\$19,906</b>	<b>\$95,584</b>
<b>5</b>	<b>Master Implementation Plan Phase</b>																			
5.1	Master Implementation Planning		4	180		240	500				924	\$ 175,240.00							\$ 8,828.00	\$ 184,068.00
5.2	Hydraulic Modeling and Capacity Evaluation		8	80		120	160				368	\$ 73,480.00							\$ 8,488.00	\$ 81,968.00
5.3	Sea Level Rise Focus Area Identification		2			18	36				60	\$ 9,590.00							\$ 6,120.00	\$ 15,710.00
5.4	Septic to Sewer Program Project 1 Policy Assistance										0	\$ -		\$ 24,984.00					\$ 31,104.00	\$ 31,104.00
5.5	Master Implementation Plan Report		16	72		100	220				408	\$ 79,400.00							\$ 13,660.00	\$ 93,060.00
		<b>Subtotals</b>	<b>30</b>	<b>332</b>	<b>0</b>	<b>478</b>	<b>916</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1756</b>	<b>\$337,710</b>	<b>\$0</b>	<b>\$24,984</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$43,216</b>	<b>\$405,910</b>
<b>6</b>	<b>30% Design Phase</b>																			
6.1	30% Design Plans										0	\$ -							\$ -	\$ -
6.1.1	30% Design Plans			40		80	240		180		540	\$ 87,300.00							\$ 82,630.00	\$ 169,930.00
6.1.2	QA/QC		16								16	\$ 6,160.00							\$ 17,550.00	\$ 23,710.00
6.2	30% Opinion of Probable Construction Cost (OPCC)										0	\$ -							\$ -	\$ -
6.2.1	30% OPCC Preparation			24		40					64	\$ 13,080.00							\$ 14,454.00	\$ 27,534.00
6.3	Lift Station Conceptual Design & Visualizations			16		60					76	\$ 13,720.00							\$ 13,720.00	\$ 13,720.00
6.4	Project Review Workshops										0	\$ -							\$ -	\$ -
6.3.1	Project Review Meeting			4		8	8				20	\$ 3,900.00							\$ 3,770.00	\$ 7,670.00
		<b>Subtotals</b>	<b>16</b>	<b>84</b>	<b>0</b>	<b>88</b>	<b>348</b>	<b>0</b>	<b>180</b>	<b>0</b>	<b>716</b>	<b>\$124,160</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$118,404</b>	<b>\$242,564</b>
<b>7</b>	<b>90% Design Phase</b>																			
7.1	90% Design Plans										0	\$ -							\$ -	\$ -
7.1.1	90% Design Plans			60		90	360		180		690	\$ 113,100.00							\$ 126,680.00	\$ 239,780.00
7.1.1.1	Roadway/MOT		14	75		188					277	\$ 55,715.00							\$ 55,715.00	\$ 55,715.00
7.1.1.2	Electrical										0	\$ -							\$ -	\$ -
7.1.1.3	Landscape Architecture			8		56					64	\$ 10,760.00							\$ 10,760.00	\$ 10,760.00
7.1.1.4	Odor Control										0	\$ -							\$ -	\$ -
7.1.1.5	Structural Engineering			21		91			70		189	\$ 31,990.00							\$ 31,990.00	\$ 31,990.00
7.1.2	QA/QC Management		24								24	\$ 9,240.00							\$ 20,760.00	\$ 30,000.00
7.2	90% Opinion of Probable Construction Cost (OPCC)										0	\$ -							\$ -	\$ -
7.2.1	90% OPCC Preparation			16		8	24				48	\$ 9,840.00							\$ 10,928.00	\$ 20,768.00
7.3	90% Specification Packages			40		120	120				40	\$ 11,800.00							\$ 11,800.00	\$ 11,800.00
7.3.1	90% Technical Specifications									80	320	\$ 53,200.00							\$ 44,930.00	\$ 98,130.00
7.4	Project Review Workshops										0	\$ -							\$ -	\$ -
7.4.1	In-Person Project Review Meeting			4		8	8				20	\$ 3,900.00							\$ 4,826.00	\$ 8,726.00
		<b>Subtotals</b>	<b>45</b>	<b>224</b>	<b>0</b>	<b>226</b>	<b>847</b>	<b>0</b>	<b>250</b>	<b>80</b>	<b>1672</b>	<b>\$299,545</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$206,124</b>	<b>\$507,669</b>
<b>8</b>	<b>Permitting</b>																			
8.1	Permit Applications			30		60	80				170	\$ 32,250.00							\$ 17,200.00	\$ 49,450.00
		<b>Subtotals</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>60</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>170</b>	<b>\$32,250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,200</b>	<b>\$49,450</b>
<b>9</b>	<b>Grant Administration Assistance</b>																			
		<b>Subtotals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$43,220.00</b>	<b>\$43,220</b>
<b>10</b>	<b>100% Design Phase</b>																			
10.1	100% Design Plans										0	\$ -							\$ -	\$ -
10.1.1	100% Design Plans			40		40	200		40		320	\$ 54,800.00							\$ 51,930.00	\$ 106,730.00
10.1.2	QA/QC Management		8								8	\$ 3,980.00							\$ 8,490.00	\$ 11,570.00
10.2	100% Opinion of Probable Construction Cost (OPCC)										0	\$ -							\$ -	\$ -
10.2.1	100% OPCC Preparation			8		4	24				36	\$ 6,720.00							\$ 10,928.00	\$ 17,648.00
10.3	100% Specification Packages			20		40	40				0	\$ -	</							

# Schedule of Rate Values - Wright Pierce

Date: July 7, 2023

Reference: Septic to Sewer Program Project 1 - Professional Engineering Services - ARPA Funds

Contract No.: 23-0289-RFP-CCNA-Non-Continuing

Classification	Rate/hour
Principal Engineer	\$285
Client Service Manager	\$280
Senior Technical Engineer	\$255
QA/QC Engineer	\$265
Senior Project Manager	\$255
Project Manager	\$195
Senior Professional Engineer	\$285
Lead Project Engineer	\$245
Engineer III	\$210
Engineer II	\$160
Engineer Intern I	\$140
Architect	\$204
GIS Analyst	\$145
GIS Technician	\$125
Sr. CADD Designer	\$177
CADD Designer	\$157
Specialty Inspector	\$243
Resident Project Representative/Field Service Technician	\$157
Senior Administrative Assistant	\$133
Clerical	\$98
Student Intern	\$92

M&H shall commence professional services upon written receipt of Notice to Proceed from Kimley-Horn. The schedule to deliver this project is **251** days after the notice to proceed.

### **COMPENSATION**

Mead & Hunt will perform the services in Tasks 1 - 11 for the total lump sum fee below. Individual task amounts are informational only.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Mead & Hunt project number.

<b>Project Task Number</b>	<b>Project Task</b>	<b>Lump Sum Task Fees</b>
1	Project Management	\$60,720
2	Public Outreach	\$12,240
3	Data Collection, Review, and GIS Database Development	\$21,986
4	Subconsultant Services	\$15,906
5	Master Implementation Plan Phase	\$43,216
6	30% Design Phase	\$118,404
7	90% Design Phase	\$208,124
8	Permitting	\$17,200
9	Grant Administration Assistance	\$43,220
10	100% Design Phase	\$96,822
11	Bid Phase Services	\$17,618
	<b>Grand Total</b>	<b>\$655,456</b>





August 7, 2023

Kimley-Horn  
200 Central Avenue  
Suite 600  
St. Petersburg, Florida 33701

ATTN: Ms. Liza Patton, EI  
liza.patton@kimley-horn.com

Subject: Proposal Scope and Fee – Pinellas Septic-to-Sewer  
H2R Project No: 230518.072

Dear Ms. Patton:

H2R Corp. (H2R) appreciates the opportunity to submit this proposed fee schedule for the Pinellas County Septic-to-Sewer Program.

#### SCOPE OF SERVICES

Based on our understanding of the project, H2R Corp will provide the following services:

- Utility location – see details in Site Access section
- Twenty-Four (24) Standard Penetration Test (SPT) Borings with locations to be determined
  - Truck-mounted drill rig access assumed
  - Eight (8) borings at forty (40) foot nominal depth
  - Sixteen (16) borings at twenty (20) foot nominal depth
  - Standard sampling intervals – continuous for first 10 feet, 5-foot centers thereafter
  - Spoil to be discarded on site by spraying / spreading
  - Bentonite chip backfill
- Up to 8 Hand auger borings to nominal 8 ft depths along the proposed route
  - Samples will be taken at stratigraphy changes or more frequently at the direction of our Engineer
  - Hand auger sampling below the water table is typically difficult or impossible. Based on our understanding of the local geology, we do not anticipate encountering the water table within 8 feet of ground surface
- Minimal laboratory testing is proposed for accurate soil classification – additional field or laboratory testing for specific design support will be proposed as additional task items



- Engineering Report detailing our findings and recommendations for construction including but not limited to the following
  - Boring logs and test details
  - Backfill suitability
  - Trenchless/open cut construction recommendations
  - Unsuitable materials

## SITE ACCESS

Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any subsurface utilities existing in the area. Also, if there are any other restrictions or special requirements regarding this site or exploration, these should also be known prior to our commencing fieldwork. We will contact Sunshine State One-Call of Florida (SSOCOF) regarding location of utility lines at the project site. H2R will be responsible to the extent that we will not drill in an area where utilities have been properly located and marked. H2R is not responsible to the extent of any loss, damage, or injury caused by the failure to locate a utility properly or inaccurate and/or incomplete information provided by others. Based on our review of the site location we do not anticipate any clearing will be required for rig access. If unforeseen site conditions restrict access beyond what is anticipated, we will contact you for further instructions.

## SCHEDULE

Upon authorization, we will call in a utility locate. We estimate 3 weeks for initial mobilization of equipment. We have assumed mobilization and drilling in phases with one day of work in a given region of the project area and approximately four boring per day for a total of 6 mobilizations. Laboratory test results and report are typically provided within 2 weeks following receipt of samples.

## COMPENSATION

Based on the work scope outlined herein, we propose billing based on unit rates per the attached fee schedule.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

In Gratitude,

H2R Corp

Jordan Nelson, P.E.  
Project Engineer



CODE	ITEMS	Unit Price	Unit	Estimated Quantity	Total
	<b>FIELD SERVICES</b>				
007	Geotechnical Engineer <i>Field work planning and coordination, utility locates</i>	\$132.00	Hour	12	\$1,584.00
006	Geotechnical Engineer in Training <i>Logging, field supervision</i>	\$100.00	Hour	60	\$6,000.00
612	Mobilization Drill Rig Truck Mount (within 50 miles of nearest hub)	\$850.00	Each	6	\$5,100.00
478	Geo SPT Truck/Mud Bug 000-050 Ft	\$16.00	LF	640	\$10,240.00
488	Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	\$5.00	LF	240	\$1,200.00
418	Geo Drill Crew Support Vehicle	\$66.00	Day	6	\$396.00
	<b>ENGINEERING AND LABORATORY TESTING</b>				
805	Soils Corrosion Series (FM 5-550 through 5-553)	\$179.00	Test	4	\$716.00
812	Soils Materials Finer than 200 Sieve (FM 1-T011)	\$48.00	Test	12	\$576.00
817	Soils Moisture Content Laboratory (AASHTO T 265)	\$11.00	Test	12	\$132.00
819	Soils Organic Content Ignition (FM 1 T-267)	\$53.00	Test	4	\$212.00
006	Geotechnical Engineer in Training <i>Data entry and classifications</i>	\$100.00	Hour	20	\$2,000.00
007	Geotechnical Engineer <i>Analysis and Report</i>	\$128.00	Hour	12	\$1,536.00
009	Chief Geotechnical Engineer <i>Review and QC</i>	\$236.00	Hour	4	\$944.00
	<b>Estimated Total</b>				<b>\$30,636.00</b>

August 10, 2023

Ms. Shelby Hughes, P.E.  
Kimley-Horn  
200 Central Avenue, Suite 600  
St. Petersburg, FL 33701

RE: Pinellas County Septic to Sewer Program Project 1  
Proposal for SUE Services

Dear Ms. Hughes,

Pursuant to your request, please permit this letter to serve as our proposal for designation and vacuum excavation services as related for the above referenced project.

## **Basic Scope of Services**

Advanced Technological Systems, Inc. (ATS) shall perform Level “B” designation (electronic designating and Ground Penetrating Radar (GPR) services within the Bryan Lane, Dogwood Trace, Ranch Road and Lora Lane Service Areas, representing 33,000 linear feet of parkway length (see attached table).

“Level A” (vacuum excavation) services shall be limited to sixty (60) excavations throughout the four (4) Service Areas. Three (3) of these excavations are expected to be within the paved surface on Keystone Road. As such, this proposal includes a single specialized MOT set-up. This work will be performed by MOT Plans, Inc.

### **Electronic Designation/ Ground Penetrating Radar**

ATS will initially designate the project areas to identify existing utilities within the parkways or beneath the paved surfaces. ATS will utilize conventional electronic designating equipment and GPR to scan the roadways within the Service Area described above.

The proposed designation (location) method is the industry recognized procedure for finding and identifying underground utilities/anomalies and features. Although effective and reliable, there is the possibility that all features may not be detected due to environmental conditions, soil conditions, water table, and/or feature makeup.

Once the designated utilities are surveyed, the client will identify where soft digs are required. ATS will white box the proposed excavation sites and call Sunshine State One Call of Florida (SSOCOF) to coordinate the notification of all utility owners within the project limits prior to performing excavation work.

Field reports will be prepared identifying the location of each utility excavated, providing the type of utility, diameter, pipe material, depth and horizontal locations (providing a minimum of two dimensions).

**The following items are specifically excluded from the basic scope of services:**

- Survey Services
- Filing fees, permit fees, prints, or any other out of pocket expenses other than those specifically included
- Any work associated with topographic, boundary survey or construction stakeout
- Soil compaction testing
- Any work associated with the handling of hazardous materials

**Advanced Technological Systems, Inc. fees are as follows. This breakdown represents the work within the project limits:**

Designation (Level "B" SUE): 176 hours @ \$186/hour	\$32,736.00
Vacuum Excavation (Level "A" SUE- 60 soft digs)- 120 hours @ \$276.00	\$33,120.00
Project Manager: 8 hours @ \$195.00/hour	\$ 1,560.00
Sr. Utility Coordinator: 12 hours @ \$125/hour	<u>\$ 1,500.00</u>
Specialized MOT (MOT Plans, Inc.)	\$ 1,500.00
<b>TOTAL FEE</b>	<b>\$70,416.00</b>

Work can begin within 2 weeks after receipt of authorization. If you have any questions, please do not hesitate to contact our office at (727) 526-9158.

Sincerely,  
Advanced Technological Systems, Inc.



William G. Reidy, P.E.  
Project Manager

Attachment

Service Area	Roadway Length (LF)	Parkway Length (LF)	Designation (Percentage)	Designation Length (LF)	Comments
Bryan Lane	4527	9054	20.00%	1811	Limited amount of existing utilities
Dogwood Trace	13800	27600	50.00%	13800	WM shown; designate opposite side
Ranch Road	10645	21290	20.00%	4258	Limited amount of existing utilities
Lora Lane	8794	17588	*	13134	WM shown; designate opposite side (except for Lora Lane)
<b>Totals</b>				<b>33003</b>	
* Length based on full R/W on Lora Lane + 50% of remaining streets					
Designation Time: 33,000 LF/1500 LF per day: 22 days					


 ASRUS, LLC

## Attachment A

### SCHEDULE OF RATE VALUES

Prime Consultant: Kimley-Horn

Subconsultant: ASRus, LLC

Pinellas County Utilities

Non-Continuing Septic to Sewer Program

Professional Engineering Services

Contract No. 23-0289-RFP-CCNA

Classification	
Office Function/Management/Professional Supervision	Billing Rate (\$/hour)
Clerical	\$60
Construction Manager (Bachelor's Degree, non-P.G. or non-P.E.)	\$100
Construction Manager (Non-degreed)	\$80
Graphics Designer	\$80
Principal in Charge (P.G., CEO)	\$220
Professional Geologist (P.G.)	\$140
Senior Clerical	\$80
Senior Construction Manager (P.G. or P.E.)	\$140
Senior Professional Geologist (P.G., 20 years experience)	\$190
Staff Scientist (Degreed, non-P.G.)	\$110

#### Expenses

Labor rates shown above include incidental expenses expected to be incurred on this project.



## **Scope of Services | Fee**

for

**Kimley-Horn**

**Pinellas County  
Septic-to-Sewer Conversion Program  
(Project 1)**

**Phase 1 – Preliminary Design | Phase 2 – Design  
Public Outreach and Engagement**

**(304 Days | Approximately 11 Months)**

Prepared by:

**The Valerin Group, Inc. (Valerin)  
3903 Northdale Blvd., Suite 100E  
Tampa, FL 33624**

**August 22, 2023**

## SCOPE OF SERVICES

### PINELLAS COUNTY SEPTIC-TO-SEWER CONVERSION PROGRAM PUBLIC OUTREACH AND ENGAGEMENT – PHASES 1 & 2

The Valerin Group, Inc. (Valerin) will develop and implement public outreach and engagement strategies and activities that will inform, educate, and engage residents located in the vicinity of Bryan Lane, Dogwood Trace, Lora Lane and Ranch Road in Pinellas County regarding the Septic-to-Sewer (S2S) Conversion Project – Project 1. Public information and engagement are essential to keeping stakeholders informed of planned improvements and explaining the intended benefits, challenges, and potential impacts the project may have on their community and individual activities. In advance of project surveying and geotechnical investigation activities, Valerin will provide public engagement services during the design phase which includes, but is not limited to, the following:

#### **1.0 Public Involvement Plan (PIP)**

Valerin will develop a Public Involvement Plan (PIP) to outline the public outreach and engagement goals, methods, and tools that will be used during the Preliminary Design and Design Phases of the project.

#### **2.0 Stakeholder Data Development and Updates**

Valerin will develop a stakeholder database of residents with existing water service accounts, property owners, homeowner associations, emergency services, school transportation services, and other related parties with potential interest in the project. The database will be regularly updated and will also serve to document communications and resolutions regarding stakeholder and resident concerns.

#### **3.0 Educational Material | Collateral Development and Distribution**

Valerin will coordinate with the project team and County representatives to develop project educational and collateral/materials regarding the septic-to-sewer (S2S) program using “plain language” so the information is easily understood by the general public. Materials will be ADA compliant for online accessibility and will include the following for Phases 1 and 2:

- Fact Sheet | Notification Mailer
- Frequently Asked Questions (FAQs)

#### **4.0 Project Phone Number and Email Address**

Valerin will set up and maintain a 24/7 project-specific phone number and email address and respond to inquiries in a timely manner.

#### **5.0 Stakeholder Engagement**

Valerin will assist the County with in-person and/or door-to-door outreach as needed to support efforts to inform stakeholders and private access property owners of planned project activities and potential system access requirements.

#### **6.0 Public Meetings**

Valerin will assist with coordinating and conducting three (3) public meetings. The following meetings will be held as follows:

- Ranch Road and Lora Lane (combined meeting)
- Dogwood Trace (standalone)
- Bryan Road (standalone)

Tasks to be conducted by Valerin prior to public meetings will include:

- Identifying an ADA compliant venue for each public meeting
- Performing an on-site visit of the venues and preparing a room layout for the meetings
- Checking calendars to ensure public meeting dates are not in conflict with local agency meetings, holidays, or elections
- Developing public meeting notifications and distribution approach with Pinellas County
- Preparing press release to be sent out by Pinellas County
- Preparing collateral materials including project handouts, agendas, sign-in sheets, comment cards, name badges, Welcome Board, Title VI Board, and directional signage (wayfinding)
- Assist project team and Pinellas County with development of PowerPoint presentation, script, and voiceover, as needed

Tasks to be conducted by Valerin during the public meetings will include:

- Setup of public meetings
- Staff sign-in table
- Assist attendees
- Breakdown of public meetings
- Prepare summaries following each public meeting

#### **7.0 Project Progress | Coordination Meetings**

Valerin will attend progress meetings and coordination calls as scheduled throughout the duration of Phases 1 and Phase 2 of the project.

#### **8.0 Contract Coordination | Management | QA/QC**

Valerin will provide coordination, management, and oversight of assigned Valerin staff, budget, and scheduling of tasks as outlined in the Scope of Services, and perform QC/review of all collateral materials and content developed by Valerin for the project.





**PINELLAS COUNTY - SEPTIC TO SEWER CONVERSION PROGRAM | PROJECT #1  
PUBLIC OUTREACH - PHASES 1 & 2 (PRELIMINARY DESIGN / DESIGN)**

<b>Task #</b>	<b>Public Involvement   Outreach - Design Phase</b>	<b>Estimated Task Hours</b>
1.0	Public Involvement Plan - Pre-Design   Design Phases	36
2.0	Stakeholder Database Development and Updates	58
3.0	Educational Material and Collateral Development   Distribution	68
4.0	Project Phone and Email Contacts	28
5.0	Stakeholder Engagement	140
6.0	Public Meetings	128
7.0	Project Progress   Coordination Meetings	44
8.0	Contract Coordination   Management   QA/QC	72

<b>ESTIMATED MAN HOURS</b>	<b>574</b>
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<b>ESTIMATED SERVICES FEE</b>	<b>\$ 76,342.00</b>
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<b>ESTIMATED DIRECT EXPENSES</b>	<b>\$ 2,500.00</b>
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<b>ESTIMATED TOTAL</b>	<b>\$ 78,842.00</b>
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# THE VALERIN GROUP RATE SCHEDULE

Pinellas County  
Non-Continuing-Septic to Sewer Program Project 1 -  
Professional Engineering Services  
23-0289-RFP-CCNA



(813) 751-0478  
 3903 Northdale Boulevard  
Suite 100E  
Tampa, FL 33624  
 [www.Valerin-Group.com](http://www.Valerin-Group.com)

## Labor Categories

## Fully Loaded Hourly Rates

Contract/QC Project Manager	\$142.00
Community Outreach Specialist	\$135.00
Graphic Designer	\$126.00
Multimedia Specialist	\$130.00

Valerie Ciudad-Real  
President

7/6/2023  
Date

V&A Project No. 23-0165

August 22, 2023

Shelby Hughes, P.E.  
Kimley-Horn  
200 Central Avenue, Suite 200  
St. Petersburg, FL 33701

**Subject:** Pinellas County, Septic to Sewer Project Revised Proposal

Dear Shelby:

Thank you for requesting a revised proposal for the Pinellas County Septic to Sewer Project. Metzger + Willard, a V&A consulting engineers company (MWI/VA), is prepared to perform a route survey, low-pressure collection system evaluation/design services, and odor control related design services.

The purpose of the project is to perform design, permitting, bidding, and post-design services for the first (Project 1) of the County's septic to sewer program. The project includes the design of extensions of Pinellas County's wastewater collection system in public ROW and, once funded, the conversion of approximately 204 private onsite septic systems to the public wastewater collection system.

The project involves the following four residential areas near Keystone Rd. and East Lake Rd.:

1. L57DogwoodTrace.
2. L11BryanLane.
3. L70RanchRoad.
4. L65LoraLane.

Per your request, the following is our proposal and detailed scope of work for the subject services:

## Scope of Work

### Task | Description

1. **Project Management:** The objective of this task is to track and execute the project in accordance with the schedule, budget, and quality expectations that are established. This task includes the following project management work activities:
  - a. Monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion; manage activities within the total project budget.
  - b. Monitor project activities for potential changes and anticipate changes whenever possible; with approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.
  - c. Manage the quality of all work activities and project deliverables.
  - d. Prepare progress reports accompanying monthly invoices.

- e. Meetings: Attend virtual and/or in person meetings for up to thirty (30) hours. Time spent over thirty hours will be invoiced on a time and materials basis at the rates shown on the attached Resource Allocation Estimate (page 5).
2. **Route Survey:** A topographic route survey will be performed in the areas shown in Exhibit A (page 6) for the full right-of-way width plus 20 feet overlap on each side. The survey shall include:
- Trees 5" and larger in diameter at breast height, provide location, size, and common name.
  - Ground elevations at a 50-foot maximum interval and all intermediate grade breaks, including top of bank, toe of slope, driveways, and edge of road,
  - Sanitary and storm sewer storm structures - locations and types with top and bottom elevations, pipe sizes, and direction and invert elevations of all connecting pipes.
  - Survey SUE designates and locates and Geotech borings. A maximum of 60 locates and 20 borings.
  - Survey observed underground equipment, including valves, boxes, meters, backflow preventers, hydrants, and blowoffs.
  - Survey overhead utility equipment, including power poles and guy wire locations.
  - Utilizing found survey corner monumentation, the apparent right of way will be surveyed and depicted on the Map of Survey. The apparent location of furnished easements, county parcels, and parcel lines that abut the road right of ways will be depicted on the Map of Survey.
3. **Low-Pressure Sewer System (LPSS) Evaluation for L11BryanLane:**
- a. Data review and collection: Perform a site visit to observe conditions and collect field information. Review data provided by Kimley-Horn (K-H) regarding adjacent centralized sewer systems, stormwater systems in the project area, and water systems in the project area. Review available GIS data that will include, at a minimum, a Florida Department of Environmental Protections (FDEP) septic tank layer, Pinellas County Property Appraiser (parcel information, elevations, and Rights-of-way), and other readily available data. Easement information shall be provided by K-H for the project area.
  - b. Evaluation of Low-Pressure Sewer System: A hydraulic model will be developed by K-H for the LPSS system to determine the preliminary sizing of pipelines and pump stations for connecting each residence in the project area to an existing Pinellas County sewerage system. It is anticipated that the connection point will be at the manhole to the west of Highpoint Drive on Moreno Drive. Projected average and peak flows will be used for the evaluation. Evaluation of the projected flow on the existing downstream system will be done by others.
  - c. Technical Memorandum: Prepare a technical memorandum summarizing the evaluation results, including assumptions, design criteria, existing systems in the project area, advantages and disadvantages of the LPSS compared to a traditional gravity sewer/lift station alternative, hydraulic evaluation results, identify easements and land acquisition requirements, discussion of septic tank abandonment, permitting requirements, and an opinion of probable construction costs based upon the conceptual layouts (Class 4).

#### 4. Odor Control Design, 90% and Final:

- a. Predict wastewater dissolved sulfide concentrations at start-up, 30% connections, 60% connections, and 90% connection hydraulic retention times for each neighborhood collection system.
- b. Support force main discharge and pump station wet well design to minimize turbulence.
- c. Prepare plans, technical specifications, and EOPC for odor control systems associated with four pump stations to address start-up conditions through 90% connections. Plans (AutoCAD & pdf), specifications (pdf), and EOPC (pdf) will be prepared for the 90% and 100% submittals. One round of comments will be addressed at each submittal. If more submittals are requested, submittals will be invoiced on a time and materials basis at the rates shown on the attached Resource Allocation Estimate.

Any changes to the following assumptions, exclusions and limitations may necessitate an adjustment to the proposed fee.

#### Assumptions

The following is a list of additional assumptions used to develop V&A's scope of work.

- Completed land survey information will not be available during the evaluation phase.
- Vehicular access is permitted on all roadways.
- The sewerage system downstream of the connection point has adequate capacity to receive the flow from the L11BryanLane area.
- The Technical Memorandum developed under item 3.a will be incorporated into a decision document for the County to evaluate the different options available and make a determination on the system to be installed.
- Electrical, instrumentation and structural design by others.
- Odor control design services are limited to three repump stations and one gravity only fed pump station. If additional scope is needed, then such services will be invoiced on a time and materials basis at the rates shown on the attached Resource Allocation Estimate.

#### Exclusions and Limitations

The following items, unless otherwise indicated, are not included in the scope of work:

- Land acquisition.
- Stakeholder Outreach.
- Coordination required to access private property, if required, is not included. The burden of obtaining access to uncooperative homeowners is not included.
- Identifying septic tank locations.

## Fee Proposal

MWI/VA proposes to complete work for at a total cost not to exceed **\$413,726** with terms of net 60 days (contingent payment terms dependent on timely processing of V&A's submitted invoice). This fee is valid for 60 days from the date of this proposal. The scope of work was developed as a result of our discussions and represents our mutual understanding.

If unforeseen circumstances should arise which indicate that more work is required, MWI/VA will provide a written estimate of additional required work and cost. MWI/VA will not proceed with work beyond the not-to-exceed figure without a written authorization from your office.

We are prepared to begin work on your project upon receiving written approval, a notice to proceed (NTP), or a purchase order from your office.

On behalf of our staff and myself, I would like to thank you for the opportunity to be of service to you, Kimley-Horn, and Pinellas County. We look forward to working with you.

Sincerely,

**Metzger + Willard, Inc.**  
*a V&A consulting engineers company*



David Hunniford, PE  
Client Service Manager

**Resource Allocation Estimate**

JOB NO: 23-0165

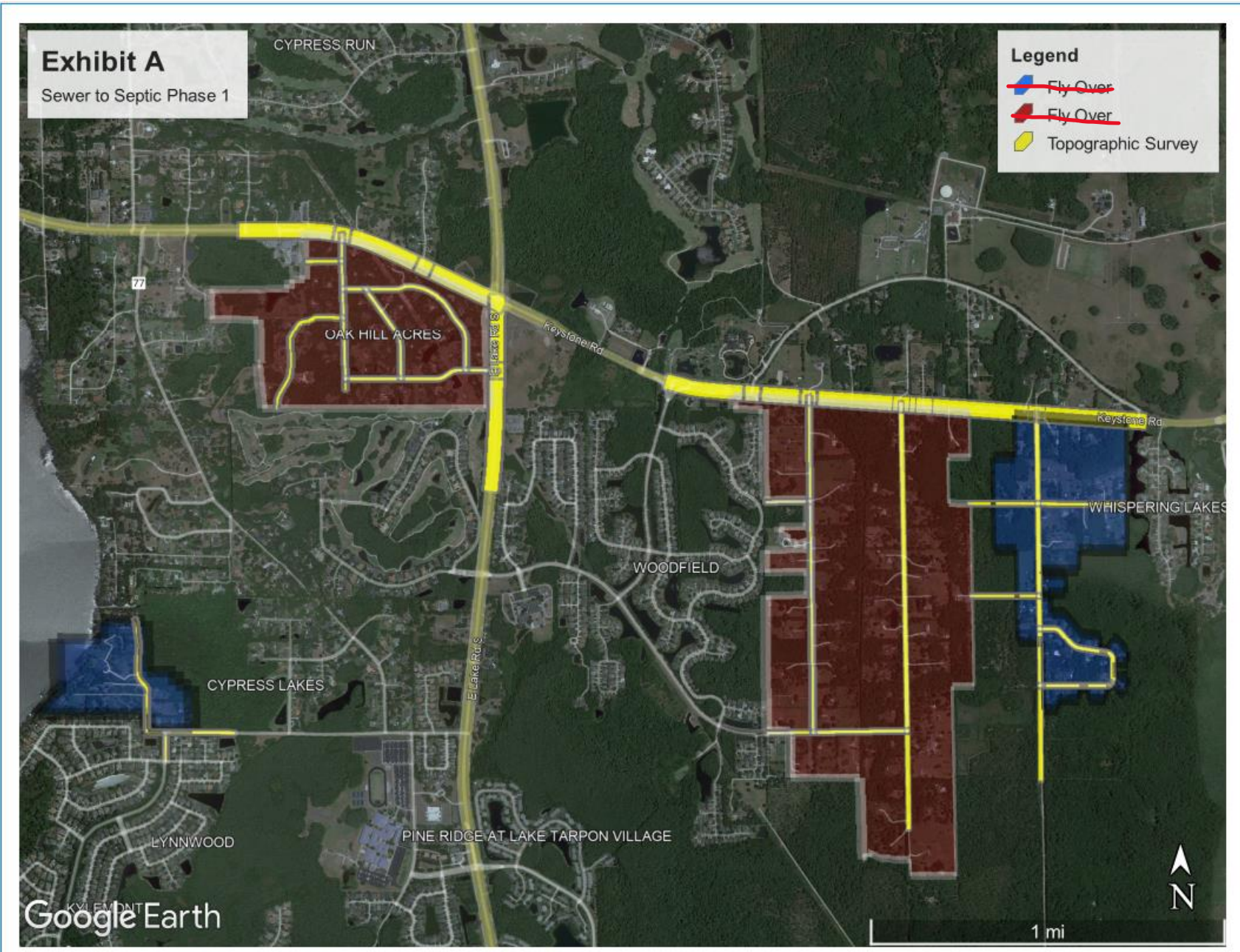
Date: 8/22/2023

CLIENT: Kimley-Horn

JOB TITLE: Pinellas County Septic to Sewer

Task	Description	Principal-in-Charge	Sr. Project Manager	Professional Surveyor	Project Engineer	Survey AutoCAD Tech	Associate Engineer	Graduate Engineer	Surveyor Manager	Survey Crew (2 Man)	Sr. Technician / Sr Designer	Project Admin/ Clerical	Total	
1	Project Management	4	38	20			8		20			24	114	\$23,012
2	Route Survey			100		240				1200			1540	\$323,560
3	LPSS Evaluation	4	59			24	16					16	119	\$25,194
4	Odor Control	5	72		54		36	28			16		211	\$41,960
	a. Sulfide Loading Estimates	3	20		24		20						67	\$13,720
	b. FM & PS Design Support		28		14								42	\$10,080
	c. 90% & Final Deliverables	2	24		16		16	28			16		102	\$18,160
	<b>Subtotal</b>	<b>13</b>	<b>169</b>	<b>120</b>	<b>54</b>	<b>264</b>	<b>60</b>	<b>28</b>	<b>20</b>	<b>1200</b>	<b>16</b>	<b>40</b>	<b>1984</b>	
	Hourly	\$300	\$270	\$262	\$180	\$164	\$155	\$130	\$130	\$215	\$130	\$103		
	<b>Total Direct Labor</b>	<b>\$3,900</b>	<b>\$45,630</b>	<b>\$31,440</b>	<b>\$9,720</b>	<b>\$43,296</b>	<b>\$9,300</b>	<b>\$3,640</b>	<b>\$2,600</b>	<b>\$258,000</b>	<b>\$2,080</b>	<b>\$4,120</b>	<b>\$413,726</b>	
	Other Direct Costs											Amount		
	Subtotal Other Direct Costs												\$0	
	<b>GRAND TOTAL ESTIMATED COST</b>												<b>\$413,726</b>	







## EXHIBIT C – INSURANCE REQUIREMENTS

### 1. LIMITATIONS ON LIABILITY

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

### 2. INDEMNIFICATION

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

### 3. INSURANCE

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

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

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

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

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

Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@jdidata.com](mailto: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](mailto: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. No explosion, collapse, or underground damage exclusions allowed.

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	\$ 5,000,000
General Aggregate	\$ 5,000,000

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.

## **EXHIBIT D - ARPA CONTRACT PROVISIONS**

### **CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS**

**BID OR PROPOSAL NUMBER: 23-0289-RFP-CCNA-Non-Continuing**

**BID OR PROPOSAL TITLE: SEPTIC TO SEWER PROGRAM PROJECT 1 –  
PROFESSIONAL ENGINEERING SERVICES – ARPA FUNDS**

This solicitation is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

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

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

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the

contractor's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every

mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

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

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

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

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

**Mandatory Disclosures [2 CFR §200.113]:** The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures

can result in any of the remedies described in 2 CFR §200.339 - Remedies for noncompliance, including suspension or debarment.

**Certifications and representations.** [2 CFR § 200.209]

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

**Protected Personally Identifiable Information (Protected PII)** [CFR §200.303(e)]:

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

**Prohibition on utilization of time and material type contracts** [2 CFR §200.318 (j)

(1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

**Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** [2 CFR § 200.321]:

If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire



workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

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

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

**Domestic preferences for procurements.** [2 CFR § 200.322]

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

(b) For purposes of this section:

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

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

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

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

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

**Access to Records** [2 CFR 200 § 200.337]: The County, Pass-through agency or Federal awarding agency have the right of timely and unrestricted access to any documents,

papers or other records, including electronic records, of the CONTRACTOR which are pertinent to the Federal award in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents.

This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

**Remedies for noncompliance.** [2 CFR § 200.339]

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

- (a) Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the Federal awarding agency or COUNTY.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Agreement.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of the COUNTY, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Take other remedies that may be legally available.