



OPEN

62nd Avenue N Roadway Improvements - from West of 49th Street N to US 19 N/34th Street N - Professional Engineering Services (PID 000097A)

Solicitation

PUBLIC WORKS

91835, 91842, 91843, 91889, 91894... show all

Project ID: 24-0902-RFP-CCNA

Release Date: Wednesday, September 4, 2024

Due Date: Tuesday, October 8, 2024 3:00pm

Posted Wednesday, September 4, 2024 3:26pm

All dates & times in Eastern Time

Edit Preview

1. Notice

Add optional description to section

REQUEST FOR PROPOSAL

Contract Analyst Coordinator

CCNA PROFESSIONAL SERVICES - Non-Continuing

SUBMITTALS ARE OPENED PUBLICLY AND

ARE ACCEPTED VIA OPENGOV

THE MISSION OF PINELLAS COUNTY

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

ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE QUESTION & ANSWER SECTION.

SOLICITATION MEETINGS: Site Visit: None; Pre-Conference: None

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.

The Purchasing and Risk Management Division for the Pinellas County Board of County Commissioners has transitioned to OpenGov Procurement for contractor/vendor registration, and for posting, submitting and receiving bids, quotes and proposals for active solicitations. Contractors/Vendors must register w ...

OpenGov Procurement (<https://procurement.opengov.com/signup>) to participate in active County solicitations.

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

Phone: (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday

Email: procurement-support@opengov.com

Chat is available in the OpenGov application

Web: <https://help.procurement.opengov.com>

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted to <https://procurement.opengov.com/portal/pinellasfl>. Confirmation of receipt of addenda is required in OpenGov.

AUTHORIZED BY:

Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

Post Information

Posted At:

Wed, Sep 4, 2024 3:26 PM

Sealed Bid Process:

No

Private Bid:

No

2. Introduction

Add optional description to section

2.1. Summary

Add optional description to subsection

The purpose of the project is to improve traffic and pedestrian safety on 62nd Avenue North, from West of 49th Street North to 34th Street North (U.S. Hwy. 19 N). Currently, this segment of 62nd Avenue North has turn lane deficiencies at signalized intersections, gaps in sidewalks, and a lack of bicycle accommodations.

2.2. Background

Add optional description to subsection

The COUNTY proposes to improve approximately 1.54 miles of 62nd Avenue North (CR 216) from 780 feet West of 49th Street North to 34th Street North (U.S. Hwy 19 N).

This project is based on the findings from the Preliminary Engineering Report (PER) dated February 2024. The final draft of the Preliminary Engineering Report (PER) was derived from a Conceptual Corridor Report, Traffic & Safety Analysis Report, Health Impact Assessment, and the Traffic Analysis for Proposed Youth Park Multiuse Sports Complex that were completed as part of the PER.

The proposed improvements include a 38-foot wide, three-lane typical section. This includes one 12-foot EB lane, one 12-foot WB lane and one 14-foot two-way left-turn lane. This alternative also proposes 6-foot and 8-foot sidewalks, as well as a 12-foot shared use path on the north side of the corridor.

The intersection of 62nd Avenue North & 49th Street North will be upgraded with traffic mast arms, pedestrian signals, and dedicated left turn lanes.

A drainage system that consists of Type F curb & gutter will be constructed that will convey the stormwater runoff to a proposed pond for each outfall basin.

2.3. Contact Information

Add optional description to subsection

Pamela Ulrich

Lead Procurement Analyst

400 S. Ft. Harrison

6th Floor

Clearwater, FL 33756

Email: plulrich@pinellas.gov

Phone: (727) 464-3150

Department:

PUBLIC WORKS

2.4. Timeline

Add optional description to subsection

Release Project Date:

September 4, 2024

Question Submission Deadline:

September 25, 2024, 3:00pm

Proposal Submission Deadline:

October 8, 2024, 3:00pm

3. General Conditions

Add optional description to section

3.1. CONTRACTOR SUBMISSION

Submittals shall be uploaded utilizing OpenGov procurement website

(<https://procurement.opengov.com/portal/pinellasfl>).

A. Failure to comply could result in the submittal being rejected.

B. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

3.2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

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

3.3. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS

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

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

3.4. COSTS INCURRED BY PROPOSERS

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

3.5. ORAL PRESENTATION

An oral presentation may be requested of any contractor, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process shall be utilized to short list proposals. If required as part of the evaluation process, the oral presentation shall be scored as specified in the

Evaluation Phases section of the RFP. The most qualified contractor as determined by evaluation process shall proceed with the contracting process.

3.6. CONFLICT OF INTEREST

- A. The contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that no person having any such interest shall be employed during the agreement term and any extensions. In addition, the contractor shall not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- B. The contractor shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.
- C. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

3.7. WITHDRAWAL OF PROPOSAL

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

3.8. LATE PROPOSAL OR MODIFICATIONS

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

3.9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

3.10. RIGHT TO AUDIT

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

3.11. SCRUTINIZED COMPANIES AND PUBLIC ENTITIES CRIME ACT

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

3.12. COUNTY INDEMNIFICATION

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

3.13. TERMINATION

- A. Pinellas County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

- B. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.
- C. In addition to all other legal remedies available to the Pinellas County, the Pinellas County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the Pinellas County.
- D. In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

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

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

3.15. LOBBYING

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

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board, until either an award is fir...

or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

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

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

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

3.16. PROTEST PROCEDURE

As per Section 2-162 of County Code

- A. Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed."
- B. "Posting. The purchasing department shall post the recommended award on or through the departmental website."
- C. Requirements to protest.
1. "If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."
 2. "If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."
 3. "The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."
 4. "A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer."

- D. "Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."
- E. "Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."
- F. "Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."
- G. "Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."
- H. "Review of director's decision."
1. "The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the director."
 2. "The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."
- I. "Stay of procurement during protests. There shall be no stay of procurement during protests."

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

3.17. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS

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

3.18. AGREEMENT

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

3.19. OWNERSHIP OF DOCUMENTS

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

When such documents are provided to other parties, the contractor shall ensure return of the County's property.

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

Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement shall be considered a material breach and shall be ground for immediate termination of the agreement.

3.21. PROHIBITION AGAINST CONTINGENT FEE

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

3.22. TRUTH IN NEGOTIATIONS

The contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto shall be adjusted to exclude any significant sums where the

County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

3.23. JOINT VENTURES

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

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

3.24. PAYMENT/INVOICES

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

Finance Division Accounts Payable

Pinellas County Board of County Commissioners

P.O. Box 2438

Clearwater, FL 33757

Email: ClerkConstructionAP@MyPinellasClerk.org

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

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

Invoice Date: Creation date of the invoice

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

Invoice Number: Company tracking number

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

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

Purchase order Number: Standard purchase order number

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

Quantity: Quantity of goods or services billed

Description: Description of services or goods delivered

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

Line Total Amount due by line item

Invoice Total: Sum of all line totals for the invoice

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

3.25. TAXES

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

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

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

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

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

3.27. INSURANCE

The contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of award may result in the County to vacate the original determination or recommendation and proceed with recommendation to another contractor.

3.28. PUBLIC RECORDS/TRADE SECRETS

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

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

- A. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;
- B. That to the extent that the contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- C. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- D. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

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

3.29. PUBLIC RECORDS – CONTRACTOR'S DUTY

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

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

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

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellas.gov

3.30. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

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

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

3.31. E-VERIFY

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

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

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

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

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

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

+ Add Item

4. Special Conditions

Add optional description to section

4.1. INTENT

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

4.2. PERIOD OF CONTRACT

Services performed pursuant to this contract shall remain in effect for 1280 consecutive calendar day(s) from the commencement date on the Notice to Proceed. This Agreement shall become effective on the date of execution of the Agreement.

4.3. EVALUATION CRITERIA FOR WRITTEN PROPOSALS

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

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

1. Reviews the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
2. Reviews the professional resources available to properly provide services as requested in the RFP document.
3. Reviews the project team to ensure the team proposed contains all of the critical disciplines required.
4. Prime team proposed should have exceptional professional resources to properly provide services.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.
6. Evaluates the workload commitments that will impact the firm's ability to complete services on schedule.
7. The submittal should demonstrate that the firm has adequate time available and personnel to complete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

B. Firm Experience with Projects of Similar Size, Past Performance, and Understanding and Approach to Project 375 Points

1. Reviews the firm's experience with projects of similar size, type and scope and the performance on those specific projects.
2. The prime firm must have adequate, recent (within the past five years) experience with projects of similar type as defined in the RFP document.
3. Experience pertaining to specific Pinellas County projects may also be considered. Pinellas County staff shall not however furnish references for such projects.
4. The scope of services provided should represent projects that are similar to those defined in the RFP document.
5. The overall performance of the firm relative to projects of similar size and scope should be evaluated.
6. Evaluation of the firm's understanding of the project scope and firm's approach to the design and management of the project. Firm should demonstrate a knowledge of prior studies performed that affect the project, key design elements and effect on the community involved.
7. Evaluation of the overall approach to the project proposed by the firm and the appropriateness of the methods proposed to plan, design and administer the project in relation to the scope of work and County requirements.

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

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

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

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

D. Minority Business Status 25 Points

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

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

Provides points pre-populated by the Purchasing Department for SBE status as designated by Pinellas County. To qualify, a firm or its sub consultants must be located in one of 4 counties (Pinellas / Hillsborough / Pasco / Manatee) and have annual sales of goods/services not exceeding the maximum 3 year average of 3 million dollars or gross revenues not exceeding 8 million dollars for construction and not exceed a maximum 3 year average of 50 employees. Prime firm or sub-consultant must directly associate Small Business Enterprise (SBE) and be an integral part as defined by CCNA Florida Statute Section 287.055 and cannot consist of vendor or suppliers from office supply, printing services, etc.

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

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

F. Location 25 Points

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

Total 1,000 Points

4.4. EVALUATION CRITERIA FOR ORAL PRESENTATIONS

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

A. Understanding of Project /Firm Qualifications 500 Points

1. Evaluation of the firm's understanding of the overall project including the scope of work which may include but is not limited to; studies performed that affect the project, key design elements and effect on the community involved.
2. Evaluation of the firm's qualifications and qualifications of the individuals proposed for the project including the project manager and staff of the firm to be assigned. Qualifications shall include but not be limited to experience with similar projects, management experience, firm experience etc.

B. Ability to Provide Required Services Within the Schedule and Budget 300 Points

Evaluation of the firm's overall approach including experience in scheduling projects, systems that will be used to keep track of the project schedule, cost control, quality assurance and quality control, issues and methods employed to avoid cost overruns and project delays.

C. Managerial Methods used to Plan, Design and Administer the Project 200 Points

Evaluation of the overall approach to the project proposed by the firm and the appropriateness of the methods proposed to plan, design and administer the project in relation to the scope of work and County requirements.

Total 1,000 Points

4.5. INFORMATION PACKAGE

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

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

4.6. SUBMITTAL REQUIREMENTS

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

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

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

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

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

A. Introduction Tab

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

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

1. Should be a Maximum of 50 pages and fully completed as required by the law governing Standard Form (SF) 330.
2. Please furnish a list of 5 projects, where multiple team members worked together, if possible, illustrating the proposed team's qualifications for performance pertaining to this project. The County does not request nor require an amount greater than 5 projects be submitted. Your firm will not be penalized if more than 5 projects are furnished as part of your submittal; however, submitting more than 5 projects will not provide your firm an advantage during the evaluation process.
3. Note: Information submitted in Tab 2 through Tab 6 should be a maximum of 50 pages.
4. Resumes should be no more than 2 pages.

C. Tab 2 - Statements and Documentation

1. Proof of licenses/certifications
2. Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.
3. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: dos.myflorida.com/sunbiz/. Must be active status.
4. Provide Certificate of Florida Small and Minority Business issued by the Florida State Office of Supplier Diversity, Department of Management Services (if applicable).

5. Provide the Small Business Enterprise (SBE) Status Form
6. Provide certificate for each firm claiming Pinellas County SBE status, issued by the Pinellas County Economic Development (if applicable).
7. State and provide address, phone number, contact, etc., if firm has an established office located in Pinellas, Manatee, Hillsborough or Pasco counties.

D. Tab 3 - Certificate(s) of Insurance

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

A. Tab 4 - Key Personnel Statement

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

A. Tab 5 -

1. Confirmation of receipt of Addenda (electronically received in Opengov preferred).
2. W-9 Request for Taxpayer Identification Number and Certification
3. Vendor References
4. Contractor Acceptance form including references and electronic payment
5. E-Verify Affidavit
6. Small Business Enterprise (SBE) Status Form

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

1. Original letters shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all information may delay evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion.
2. The submittals shall be in the format of Standard Forms (SF) 330. The submittal should be limited to 90 pages (includes ALL possible pages). The selection of the firms will be based on the information provided on the forms and in the additional sections.
3. Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to perform as noted in the scope of services and also include information to allow for a clear understanding of past projects, especially in Florida, staff experience and abilities, and any additional information to present your firm for consideration.
4. An evaluation committee will review the information submitted. Once review is complete and the firm confirms the maximum ceiling for establishing a fee schedule, a recommendation to the Board of County Commissioners will be prepared. This contract will result in negotiated rates that will be fully loaded and will encompass all profit, markup, and local travel expenses. Award(s) resulting from this solicitation shall be subject to the provisions of Section 2-178, contracting for Designated Professional Services of the Ordinances of Pinellas County and Section 10 of the Purchasing Policies and Procedures of Pinellas County.
5. For questions and additional information, contact Pamela Ulrich at plulrich@pinellas.gov.
6. Responses will be evaluated using the criteria listed in this solicitation. Firms will be notified in writing if they have been selected in a reasonable time after submittal date.
7. All proposals shall be signed by authorized principals of the firm.

4.7. PROPOSAL SUBMITTAL COPIES

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

Instructions for Providing Files in PDF Format to Pinellas County Government

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

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

B. Should I scan everything and save as PDF?

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

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

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

4.8. EQUAL OPPORTUNITY / GIFT & GRATUITY POLICY

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

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

4.9. BREACH OF CONTRACT

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

+ Add Item

5. Insurance Requirements

Add optional description to section

5.1. INSURANCE

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 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 VIII or better.

5.2. INSURANCE

Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor 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 Vendor for award, the selected Vendor 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.

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. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

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 vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.

Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.

If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

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

Require each Subcontractor to be bound to the Vendor to the same extent the Vendor 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;

Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;

Provide that County will be an additional indemnified party of the subcontract;

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;

Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions

Assign all warranties directly to the County; and

Identify the County as an intended third-party beneficiary of the subcontract. The Vendor 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.

Each insurance policy and/or certificate shall include the following terms and/or conditions:

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.

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 Vendor.

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.

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:

5.3. 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 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.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, 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

5.5. 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:

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;

Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

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.

5.6. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE

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 \$ 4,000,000

General Aggregate \$ 4,000,000

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.

5.7. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

[+ Add Item](#)

6. Scope of Work

Add optional description to section

6.1. OBJECTIVE/JUSTIFICATION

The purpose of the project is to improve traffic and pedestrian safety on 62nd Avenue North, from West of 49th Street North to 34th Street North (U.S. Hwy. 19 N). Currently, this segment of 62nd Avenue North has turn lane deficiencies at signalized intersections, gaps in sidewalks, and a lack of bicycle accommodations.

6.2. BACKGROUND

The COUNTY proposes to improve approximately 1.54 miles of 62nd Avenue North (CR 216) from 780 feet West of 49th Street North to 34th Street North (U.S. Hwy 19 N).

This project is based on the findings from the Preliminary Engineering Report (PER) dated February 2024. The final draft of the Preliminary Engineering Report (PER) was derived from a Conceptual Corridor Report, Traffic & Safety Analysis Report, Health Impact Assessment, and the Traffic Analysis for Proposed Youth Park Multiuse Sports Complex that were completed as part of the PER.

The proposed improvements include a 38-foot wide, three-lane typical section. This includes one 12-foot EB lane, one 12-foot WB lane and one 14-foot two-way left-turn lane. This alternative also proposes 6-foot and 8-foot sidewalks, as well as a 12-foot shared use path on the north side of the corridor.

The intersection of 62nd Avenue North & 49th Street North will be upgraded with traffic mast arms, pedestrian signals, and dedicated left turn lanes.

A drainage system that consists of Type F curb & gutter will be constructed that will convey the stormwater runoff to a proposed pond for each outfall basin.

The project has received federal funding. Accordingly, a NEPA environmental assessment is required. The CONSULTANT shall conduct all required environmental and engineering analyses to prepare a Type 1 Categorical Exclusion (CE) document in accordance with Part 1, Chapter 2 of the FDOT Project Development and Environment Manual (latest edition).

The CONSULTANT shall compile data, and complete forms and technical memorandums necessary for completion of a Type 1 CE document for the project. The Consultant shall coordinate with the COUNTY'S Project Manager to ensure that necessary engineering and environmental information required to prepare the CE document is collected and/or developed.

6.3. SCOPE OF WORK

The COUNTY is seeking the professional services of an engineering consultant to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations, and other technical documents in accordance with Pinellas County policies, procedures, and requirements. These Contract documents will be used by the contractor to build the project and by the COUNTY or its Construction Engineering Inspection (CEI) representatives, for inspection and final acceptance of the project. The CONSULTANT shall follow a system engineering process to verify that required project components are included in the development of the contract documents and that the project can be built as designed conforming to specifications.

The scope of this work assignment includes the following:

- General Tasks
- Roadway Analysis
- Roadway Plans
- Drainage Analysis
- Drainage Plans
- Utility Coordination Support
- Permitting Services
- Environmental Analysis & Documents

- Tree Inventory, Condition, Risk, and Impact Analysis
- Structures Analysis
- Signing and Pavement Marking Analysis
- Signing and Pavement Marking Plans
- Signalization Analysis
- Signalization Plans
- Lighting Analysis
- Data Collection and Review
- GAP Analysis Task
- Geotechnical Services
- Public Outreach
- Optional Services - Railroad
- Construction Plans
- Development of construction specifications
- Post Design Services
- Other engineering and design services as described in the scope of services.
- NEPA Environmental Assessment required for Type 1 CE
- Type 1 CE and FDOT required forms and submittal to FDOT via SWEPT

These improvements will be designed in accordance with Pinellas County Standard Engineering Details, Specifications, and Manuals; 2018 FDOT Manual of Uniform Minimum Standards for Design (Florida Greenbook) and 2018 AASHTO Greenbook Standards; FDOT Standard Plans and Specifications; Pinellas County Transportation Design Manual, Pinellas County Stormwater Manual; and Pinellas County Floodplain Management Ordinance (PC Land Development Code, Chapter 158).

The proposed improvements will also implement green infrastructure, wherever feasible, including the preservation of as many mature native trees as possible.

Plans will be prepared in accordance with AutoCAD Civil 3D Pinellas County Kit Requirements. The Pinellas County CADD Kit for Civil 3D CADD Manual and Kit details can be found at:

[Engineering & Technical Information: Public Works & Utilities - Pinellas County](#)

TASK 1: GENERAL TASKS

Contract Maintenance – The CONSULTANT will provide contract maintenance and project documentation for the duration of the contract. Includes complete setup and maintenance of files, electronic folders, and documents, developing technical monthly progress reports, schedule updates, and compilation/submittal of project documentation.

Project Meetings – The CONSULTANT will attend twenty-four (24) monthly progress meetings (assumed 24-month schedule). The CONSULTANT will provide meeting minutes for review and approval to the COUNTY.

Specifications Package Preparation – The CONSULTANT will prepare applicable technical Special Provisions if different from the County STANDARD specifications. The CONSULTANT should utilize the appropriate COUNTY approved pay item structure.

Coordination – The CONSULTANT will coordinate with all relevant agencies, including but not limited to the following agencies:

- City of Pinellas Park
- Florida Department of Transportation (FDOT)
- CSX Railroad

- Forward Pinellas
- Southwest Florida Water Management District (SWFWMD)
- Pinellas Suncoast Transit Authority (PSTA)
- Pinellas County Sheriff School Crossing Guard Supervisor

TASK 2: ROADWAY ANALYSIS

The CONSULTANT shall prepare, document, design, and analyze roadway plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Typical Section Package – The CONSULTANT shall provide an approved Typical Section Package prior to the first plans submittal.

Pavement Design Package – CONSULTANT will confirm pavement design using information provided in the PER.

Horizontal/Vertical Master Design Files – The CONSULTANT shall design the geometrics using the appropriate design standards with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, elder road user policy, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, access management, PD&E documents, and scope of work. At a minimum, the Florida Greenbook Standards (2018) shall be met.

Cross Section Design Files – The CONSULTANT shall establish and develop cross section design files in accordance with the County CADD manual. Cross section shall be provided at a minimum 50' interval and at locations necessary to provide adequate information to the contractor for grading, changes in roadway cross slopes, drainage characteristics, etc. Cross sections will depict existing utility locations.

Temporary Traffic Control (TTCP) Analysis – The CONSULTANT shall design a safe and effective Temporary Traffic Control Plan (TTCP) to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of the roadways' ingress and egress to existing property owners and businesses, routing, signing and pavement markings, detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit agency features (bus stops, etc.), and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times (the CONSULTANT may need to provide a temporary drainage design). The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs) or Utility Work by Highway Contractor (UWHC).

In the analysis, the CONSULTANT shall investigate the need for temporary traffic signals (including temporary timings), temporary signal detection, temporary lighting, detours, diversions, lane shifts, and the use of materials such as sheet piling. The TTCP shall be prepared by a certified designer who has completed training as required by the Florida Department of Transportation.

Every effort shall be made to maintain signal detection throughout the life of the construction. The type of detection and the location shall be included in the TTCP.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the COUNTY's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the COUNTY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider shall include emergency vehicle response time, local events, holidays, peak seasons, detour route deterioration, transit agency routes

and features, and other eventualities. The CONSULTANT shall be responsible for obtaining the local authorities' permission for use of detour routes not on COUNTY roadways. Affected transit agencies shall be notified in advance about bus route lane closures and detours via the COUNTY.

Master TTCP Design Files – The CONSULTANT shall develop master Temporary Traffic Control Plan (TTCP) files showing each phase of the TTCP, including all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices and temporary pedestrian travel ways.

Design Variations and Exceptions – The CONSULTANT shall prepare the documentation necessary to gain COUNTY approval of all appropriate Design Variations and Exceptions before the first plans submittal.

Design Report – The CONSULTANT shall prepare all applicable report(s) documenting the design criteria, design decisions, etc., and submit in PDF format.

Cost Estimate: A cost estimate will be prepared at 60%, 100%, and Final phase submittals using available historic construction unit costs provided by the COUNTY. The CONSULTANT shall utilize FDOT Area 8 Average unit prices for items not available through the COUNTY's historical unit prices. When used, FDOT Area 8 Average unit prices shall be increased by 25%.

Other Roadway Analysis (Right of Way): The CONSULTANT shall identify all right of way acquisition needs by the 60% plans phase and provide up to twenty-five (25) sketch & descriptions with aerial exhibits, and proposed right of way map, if requested, to help support the COUNTY with right-of-way acquisition. The COUNTY will be responsible for managing all other aspects of the right of way acquisition process.

Roadway Field Review: The CONSULTANT will conduct one (1) site review prior to 60% plans and two (2) additional site reviews as needed.

Roadway Non-Technical: The CONSULTANT shall attend meetings relating to the roadway analysis design. The CONSULTANT shall perform QA/QC services to ensure quality standards are adhered to and supervision and coordination is provided throughout the life of the project.

TASK 3: ROADWAY PLANS

The CONSULTANT shall prepare Roadway, TTCP, Utility Adjustment plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- Key Sheet
- Summary of Pay Items
- Summary of Quantities
- Typical Section(s) and Typical Section Details
- General Notes/Pay Item Notes
- Project Layout
- Plan (40 scale)
- Profile
- Special Profiles
- Special Details
- Roadway Soil Survey
- Cross Sections
- Driveway Half Sections
- Temporary Traffic Control Plan Sheets

- Temporary Traffic Control Cross Sections
- Temporary Traffic Control Detail Sheets
- Utility Adjustment Sheets
- Tree Disposition Sheets
- Project Control Sheets
- Utility Verification Sheets (SUE Data)
- CSX Tub Detail Sheet

TASK 4: DRAINAGE ANALYSIS

The CONSULTANT will analyze and document the drainage design in accordance with all the latest applicable manuals, guidelines, Pinellas County Standard Details, handbooks, procedures, and technical specifications. Applicable standards, manuals and handbooks for this project are shown below.

- FDOT Drainage Manual (January 2023)
- FDOT Erosion and Sediment Control Manual (July 2013)
- FDOT Drainage Design Guide (October 2022)
- FDOT Stormwater Quality Applicants Handbook (March 2010) FDOT Standard Plans for Road and Bridge Construction (FY 2023-24)
- Pinellas County Standard Details (July 2018)
- Pinellas County Code (June 2019)
- Pinellas County Land Development Code (February 2023)
- Pinellas County Stormwater Manual (Revised November 2021)
- Pinellas County Standard Technical Specifications for Roadway and General Construction (July 2019)
- SWFWMD Permit Applicant's Handbook Volume I (October 2013)
- SWFWMD Permit Applicant's Handbook Volume II (July 2013)

The CONSULTANT will be responsible for developing the design and construction plans of the proposed stormwater management system associated with the approved roadway typical section (Option 4). All design work shall comply with the requirements of the appropriate regulatory agencies and the County's Stormwater Manual. The work will include the engineering analysis for all the following:

- Updates to post-condition working drainage basin maps used in defining the system hydrology. Includes coordination needed to convey drainage hydrologic features onto construction drainage maps.
- Design stormwater management facilities (SMF) to meet requirements for stormwater quality treatment and attenuation as may be determined by environmental agencies and/or Pinellas County. Includes developing proposed SMF layout, perform routing, pollutant/nutrient loading calculations, recovery calculations, and design of outfall control structure (including erosion protection at outfall(s)).
- Provide a complete drainage design, and complete drainage design documentation that will fully comply with all applicable stormwater regulations described within the Pinellas County Stormwater Manual.
- Complies with the Pinellas County Floodplain Management regulations, as described in the Pinellas County Land Development Code, Chapter 158, "Floodplain Management".
- Determination of floodplain encroachments and design of floodplain compensation site(s) (FPC). Includes developing proposed FPC layout.
- Design of roadway stormwater collection system. Includes delineation of contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Includes determination of tailwater conditions.

- Flood Vulnerability and Sea Level Rise Analysis.
- Data Collection to include all existing plans, reports, and studies to determine drainage patterns and systems.
- Hydrologic and Hydraulic modeling of existing and proposed conditions.
- Develop drainage design documentation to include all documentation for all drainage design tasks, including coordination (meeting minutes/decisions) and field photographs.
- Evaluate temporary drainage analysis during all construction phases.
- Summarize drainage quantities and associated pay items.
- Analysis and design of Erosion Control Plan (includes creating design file).

Cost Estimate: A cost estimate will be prepared at 60%, 100%, and Final phase submittals using available historic construction unit costs provided by the COUNTY. The CONSULTANT shall utilize FDOT Area 8 Average unit prices for items not available through the COUNTY's historical unit prices. When used, FDOT Area 8 Average unit prices shall be increased by 25%.

Drainage Field Review: The CONSULTANT will conduct one (1) site review prior to 60% plans and two (2) additional site reviews as needed.

Drainage Non-Technical: The CONSULTANT shall attend meetings relating to the drainage analysis design. The CONSULTANT shall perform QA/QC services to ensure quality standards are adhered to and supervision and coordination are provided throughout the project's life.

TASK 5: DRAINAGE PLANS

The CONSULTANT will prepare all required drainage construction plan sheets, notes and details associated with the project. The plans will include the following sheets necessary to convey the intent and scope of the drainage design for the purposes of construction.

- Drainage Map
- Summary of Drainage Structures
- Drainage Structures
- Ditch Plan/Profile & Cross Sections
- Retention/Detention/Floodplain Compensation Ponds (includes Control Structure details)
- Drainage Details (Green Infrastructure)
- Erosion Control Plan
- SWPPP
- Erosion Control Plan

The preferred design for stormwater management for this project is to consider using suitable vacant land adjacent to the project for siting a Stormwater Management Facility (SMF) for each outfall basin. Due to the significant amount of untreated impervious areas located within the project limits, compensatory treatment, which will provide additional treatment more than what is required, is a suitable approach for this project.

TASK 6: UTILITY COORDINATION SUPPORT

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

The COUNTY must provide the UAOs project plans and/or Civil 3D files at the 15% L&G, 60% and 100% complete design phases, as drafted by the CONSULTANT. In the event the project files are larger than UAOs email servers allow (generally 10MB), the CONSULTANT should be responsible for electronic plan and/or Civil 3D file transfer as directed by the COUNTY. At the 15% L&G phase, UAOs will be sent plans and instructed to provide green lines back to the County. This submittal will be used to ensure that all

existing utility infrastructure was gathered. During the 60% complete design phase, the UAOs will be instructed to return a set of plans to the COUNTY showing their utility relocations/adjustments, new facility designs, existing utility facilities to remain and utility facilities to be removed. The COUNTY's and CONSULTANT's utility coordination responsibilities will continue throughout the design process to assist with resolving potential utility conflicts.

Utility Adjustment Plans - The CONSULTANT must prepare utility adjustment sheets as part of the project plan set to show existing public and private utility facilities remain in place, new utility facilities to be constructed and utility facilities to be removed. Utility adjustment plans must be prepared on reproducible copies of the plan and profile sheets, cross section sheets, drainage structure sheets and signalization plans if applicable. The CONSULTANT is to identify all potential utility conflicts or constructability issues (i.e., OSHA clearance issues with equipment relating to overhead power lines) based on the data provided within the Survey, horizontal and vertical field investigations and information provided by the UAOs. Any Quality Level D utility information received from UAOs should not be incorporated into the plans but will be used for additional Survey or SUE investigation. A conflict matrix itemizing utility conflicts by UAO must be prepared by the CONSULTANT and submitted to the COUNTY. The COUNTY must distribute to UAOs. Four weeks on average should be allowed for each UAO to respond with appropriate resolution. The CONSULTANT must coordinate with the COUNTY and UAOs to determine areas of apparent conflict or constructability concerns and request Subsurface Utility Engineering activities (Conflict Resolution) to confirm whether or not a conflict exists and to what degree. The 100% design review submittal must include final utility adjustment plans that reflect the final disposition of all public and private utilities. Any subsequent utility conflicts are to be resolved and all final design revisions complete at the final design submittal.

Optional Survey Services – The CONSULTANT must include additional optional survey services for any utility conflict resolution.

Utility Coordination Meetings - The CONSULTANT must attend utility coordination meetings to be held after the 60% design submittal and prior to the 100% final design submittal. The meetings will be held an average of 30-45 after notification to utility agencies. The COUNTY will be responsible for organizing these meetings. The COUNTY will prepare formal correspondence issuing project plans and/or Civil 3D files as outlined above. The COUNTY should moderate the meeting. The CONSULTANT should discuss the project design (roadway, sidewalk, drainage, etc.) with particular emphasis on potential utility conflicts and constructability concerns. The CONSULTANT must prepare detailed minutes and distribute to all attendees. Representation at the meeting should consist of internal County stakeholders, Consultant engineering staff and UAOs with facilities located and/or planned within the project limits.

Final agreements with Utilities (Final Plans) - The COUNTY will transmit the necessary legal drafts and documents to each UAO as required. Review and Acceptance – The CONSULTANT should be responsible for making all necessary reviews and acceptance of utility related materials including but not limited to, Utility Right of Way Permitting, Joint Project Agreement Plans, Utility Work Schedules, and technical specifications.

TASK 7: PERMITTING

The CONSULTANT must prepare permit applications, technical data and supporting documentation for all permits to be submitted by the COUNTY. The CONSULTANT must acquire all state and federal permits for the proposed project. Upon completion of the 60% plans submittal, the CONSULTANT must submit the permit applications within 60 to 90 days to the COUNTY Permit Coordinator. Prior to the permit application submittal, the CONSULTANT must also contact the County Permit Coordinator to schedule pre-application meetings with applicable permitting agencies to identify specific permitting requirements for the project. The CONSULTANT must attend all pre- application meetings with COUNTY

staff. The CONSULTANT must provide a pre- application meeting agenda to the COUNTY for review two business days prior to each meeting and must provide written minutes of each meeting within seven business days of the meeting for COUNTY approval prior to distribution to attendees.

The CONSULTANT must visit the project site with the COUNTY and respective regulatory agencies, as necessary, to determine the applicability of permits. Wetland delineations shall be determined and staked prior to the field meeting.

The CONSULTANT must prepare application forms, narratives, calculations, exhibits, permit drawings, etc. necessary for all permit application submittals. The CONSULTANT must submit the completed draft permit applications to the COUNTY for review and signature within 60 to 90 days after receiving and incorporating comments from the 60% design QC review, unless agreed upon otherwise by the COUNTY.

The CONSULTANT must coordinate with COUNTY Permit Coordinator until all permits are obtained.

The CONSULTANT must prepare responses to all agency requests for additional information (RAI), including completion of design revisions that may be required to secure any required permits, and provide draft response packages to COUNTY Permit Coordinator. The CONSULTANT must coordinate with COUNTY Permit Coordinator to meet with the regulatory agencies as necessary to resolve permitting issues.

TASK 8: ENVIRONMENTAL ANALYSIS & DOCUMENTS

General

The CONSULTANT shall conduct all required environmental and engineering analyses to prepare a Type 1 Categorical Exclusion (CE) document in accordance with Part 1, Chapter 2 of the FDOT Project Development and Environment Manual (latest edition).

CONSULTANT shall compile data, and complete forms and technical memorandums necessary for completion of a Type 1 CE document for the project. The Consultant shall coordinate with the COUNTY'S Project Manager to ensure that necessary engineering and environmental information required to prepare the CE document is collected and/or developed. Preparation of the Type 1 CE shall include the following tasks.

a. Sociocultural Effects

The CONSULTANT shall collect and compile project area sociocultural data and verify that minority and/or low-income populations will not be differentially impacted by the proposed project. Consultant shall also collect and assess data on additional sociocultural issues (e.g., social, economic, land use, mobility).

b. Section 106 Resources

The CONSULTANT shall assess the potential impacts of the proposed improvements on historic and/or Archaeological Resources protected by the National Historic Preservation Act (NRHP) and 36 Code of Federal Regulations Part 800. It is anticipated that a SHPO Clearance letter will be required.

c. Section 4(f) Analysis

The CONSULTANT shall identify and analyze the potential for impacts to Section 4(f) properties located within the project corridor.

d. Wetland Impact Analysis

The CONSULTANT shall analyze the impacts to wetlands due to changes in the Project. This task will include a field review to assess the project area for the presence of wetlands and to identify any impacts which may result from construction of the project.

e. Water Resources

The CONSULTANT shall evaluate the effects of the project on water quality pursuant to the governing regulations of federal, state, and local regulatory agencies.

f. Floodplain Encroachment

The CONSULTANT shall analyze the potential for impacts of the project on Floodplains.

g. Special Designations

The CONSULTANT shall assess the project area for the presence of areas with special designations. Special designations include, but are not limited to, Aquatic Preserves, Outstanding Florida Waters, and Wild and Scenic Rivers. The CONSULTANT shall also assess the project area for involvement with Coastal Zone Management and Coastal Barrier Resources.

h. Wildlife and Habitat Impact Analysis

The CONSULTANT shall analyze the potential for impacts to wildlife and habitat due to construction and operation of the proposed project. The CONSULTANT shall evaluate potential impacts to species protected under state and federal regulations. This task shall include both field and desktop reviews.

i. Essential Fish Habitat Analysis

The CONSULTANT shall analyze the potential for project impacts to essential fish habitat.

j. Noise

The CONSULTANT shall analyze the potential for project related noise impacts.

k. Air Quality

The CONSULTANT shall verify that the project is located within an area that is designated attainment for air pollutants which have Ambient Air Quality Standards.

l. Contamination

The CONSULTANT shall assess the project area for potential project involvement with contaminated sites.

m. Preparation of Type 1 CE document

The CONSULTANT shall prepare the Type 1 CE document in accordance with Part 1, Chapter 2 of the FDOT Project Development and Environment Manual (latest edition).

The CONSULTANT shall submit a draft reevaluation document to the COUNTY for review. After review and approval by the COUNTY, the CONSULTANT shall submit the final document for Florida Department of Transportation (FDOT) review via SWEPT in accordance with Chapter 13 of the FDOT Project Development and Environment Manual.

TASK 9: TREE INVENTORY, CONDITION, RISK, & IMPACT ANALYSIS

- *Construction cost estimates associated with mitigation are not part of the work effort.*

a. The consultant will perform a tree inventory on the provided tree survey data within the boundary of the proposed construction.

- Data collected for tree inventory will include species identification and tree rating category per Sec. 138-3654 (1) (4) of the Pinellas County municipal code.
- b. The consultant will provide tree impact analysis and tree mitigation estimates associated with the alternatives:
- Impacts to existing trees associated with roadway improvements and pedestrian improvement alternatives as described in Tasks 3 and 5.
 - Tree impact analysis will include a summary of the trees to be removed for each of the alternatives proposed.
 - Tree impact analysis will be in a table form with proposed tree mitigation associated with tree removal calculated per Sec. 138-3654 (1) (4).
 - *Construction cost estimates associated with mitigation are not part of the work effort.*

TASK 10: STRUCTURES

The CONSULTANT will analyze and design a drainage headwall to replace an existing concrete headwall that is located west of the 49th Street North intersection and the CSX railroad crossing. A new pipe railing will be proposed to shield the widened area from the proposed drop-off hazard.

TASK 11: SIGNING AND PAVEMENT MARKING ANALYSIS

The consultant shall analyze and document Signing and Pavement Markings analysis in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Traffic Data Analysis: The CONSULTANT shall review the approved preliminary engineering report, typical section package, traffic technical memorandum, traffic & safety analysis, Youth Park Traffic Forecast Analysis and proposed geometric design alignment to identify proposed sign placements and roadway markings and perform queue analysis.

Signing and Pavement Marking Master Design File: The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

Sign Panel Design Analysis: Establish sign layout, letter size and series for non-standard signs.

S&PM Quantities: The CONSULTANT shall determine signing and pavement marking pay items and quantities and the supporting documentation.

Cost Estimate: A cost estimate will be prepared at 60%, 100% and Final phase submittals using the tabulation of quantities and available historic construction unit costs provided by the COUNTY. The CONSULTANT shall utilize FDOT Area 8 Average unit prices for items not available through the COUNTY's historical unit prices. When used, FDOT Area 8 Average unit prices shall be increased by 25%.

Field Reviews: The CONSULTANT will conduct field reviews to assess the existing signing conditions and inventory the sign types and sizes.

TASK 12: SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following.

- Key sheet and Signature Sheet
- Tabulation of Quantities
- General Notes/Pay Item Notes

- Project Layout
- Plan Sheets
- Special Details (Advance Street Name Signs)
- Guide Sign Data
- Cross Sections (Advance Street Name Signs)

COUNTY's historical unit prices. When used, FDOT Area 8 Average unit prices shall be increased by 25%.

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

- Existing Lighting Equipment
- Load Center, Capabilities and Condition/Age
- Condition of Lighting Structure(s)
- Verification of horizontal clearances
- Verification of breakaway requirements

TASK 13: SIGNALIZATION ANALYSIS

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

The existing signalized intersections of 49th Street North and 34th Street North are not anticipated to be significantly impacted by the proposed alternative.

Reference and Master Interconnect Communication Design File: The CONSULTANT shall prepare the Interconnect Communication Design file to include all necessary design elements and all associated reference files. The signals shall be connected to the existing fiber along 49th Street North and 34th Street North, respectively.

Cost Estimate: A cost estimate will be prepared at 60%, 100% and Final phase submittals using the tabulation of quantities and available historic construction unit costs.

Field Reviews: The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The data will be used to develop the design for the complete signal re-build. The review should include, but is not limited to, the following:

- Existing Pedestrian Phasing
- Controller Make, Model, Capabilities and Programmed Parameters
- Detection Configuration
- Interconnect Media
- Controller Timing Data

Technical Special Provisions and Modified Special Provisions: Technical special provisions (TSP), modified special provisions (MSP), or proprietary product certification packages will be prepared to support procurement of equipment compatible with the County's current systems. Up to two (2) TSPs or MSPs and three (3) proprietary product certification packages are included.

TASK 14: SIGNALIZATION PLANS

The CONSULTANT shall prepare a set of Signalization and Lighting Plans that includes any lighting in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following:

- Key sheet and Signature Sheet
- Tabulation of Quantities

- General Notes/Pay Item Notes
- Lighting Pole Data, Legend & Criteria
- Plan Sheets
- Detail Sheets
- Guide Sign Worksheet
- Splicing Diagrams
- Lighting Special Details
- TTCP Signal Plans
- Temporary Detection Sheets
- Key sheet and Signature Sheet
- Tabulation of Quantities
- General Notes/Pay Item Notes
- Lighting Pole Data, Legend & Criteria
- Plan Sheets
- Detail Sheets
- Guide Sign Worksheet
- Splicing Diagrams
- Lighting Special Details
- TTCP Signal Plans
- Temporary Detection Sheets

TASK 15: LIGHTING ANALYSIS

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

Lighting Design Analysis Report (LDAR): The CONSULTANT shall prepare a Preliminary Lighting Design Analysis Report in accordance with the requirements of the FDOT Design Manual. The report shall be submitted under a separate cover with the 60% (Phase II) plans submittal. After approval of the preliminary report, the CONSULTANT shall submit a revised report for each submittal.

Voltage Drop Calculations: The CONSULTANT shall submit voltage drop calculations showing the equation or equations used along with the number of luminaries per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the County. The Voltage Drop Calculations shall be submitted as part of the Lighting Design Analysis Report.

Reference and Master Design Files: The CONSULTANT shall prepare the Lighting Design file to include all necessary design elements and all associated reference files. Please note the following:

- 62nd Avenue North Corridor
 - Coordination with Duke Energy on lighting analysis is still ongoing prior to the FINAL PER submittal. Once completed, the analysis and associated costs will be submitted for the COUNTY for review.

Lighting Quantities: The CONSULTANT shall determine lighting pay items and quantities and the supporting documentation.

Cost Estimate: A cost estimate will be prepared at 60%, 100%, and Final phase submittals using the tabulation of quantities and available historic construction unit costs provided by the COUNTY. The CONSULTANT shall utilize FDOT Area 8 Average unit prices for items not available through the

COUNTY's historical unit prices. When used, FDOT Area 8 Average unit prices shall be increased by 25%.

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

- Existing Lighting Equipment
- Load Center, Capabilities and Condition/Age
- Condition of Lighting Structure(s)
- Verification of horizontal clearances
- Verification of breakaway requirements

TASK 16: GEOTECHNICAL

The CONSULTANT shall provide a geotechnical study to obtain information necessary for the project. The geotechnical study shall provide all information necessary for the CONSULTANT to determine the suitability of soils for drainage structures, existing groundwater levels, estimation of seasonal high groundwater table, borings, and permeability testing at proposed storm water pond locations, and be in accordance with FDOT and COUNTY standards, or as otherwise directed.

The CONSULTANT shall apply for a permit from the COUNTY prior to performing other work within the right of way. The permit application shall include the investigation plan and proposed boring locations and depths.

All laboratory testing and classification will be performed in accordance with applicable DEPARTMENT standards, ASTM Standards or AASHTO Standards.

The CONSULTANT shall stake boring locations and obtain utility clearances prior to any boring.

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

The CONSULTANT shall provide a geotechnical report with information regarding data collection and findings. Report shall include, but not be limited to, geotechnical recommendations regarding the existing and proposed pavement structure, mast arm foundations and any special considerations related to the foundations and installation methods, and any special considerations that may be necessary for proposed drainage and drainage structures.

TASK 17: CONTAMINATION

The CONSULTANT will provide Level II assessment services. If contamination is identified within the limits of construction, the CONSULTANT shall coordinate with the COUNTY to properly mark identified contamination areas in the plans and develop specifications as appropriate.

TASK 18: CONTINGENCY SERVICES

In case of emergency or as unforeseen circumstances arise, the CONSULTANT shall provide unspecified services and/or field visits as needed, at the request of the COUNTY, within the field of the CONSULTANT's expertise.

TASK 19: PUBLIC OUTREACH

The CONSULTANT will identify stakeholders, develop content for a project website page, prepare presentation and meeting materials for public meetings, and assist the County in advertising public outreach opportunities through mailouts, social media, press releases and other appropriate methods.

Local Government Coordination

Coordination with local government staff of the City of Pinellas Park and with the community of Lealman (a census-designated place) will occur throughout the design project. Coordination will include, but is not limited to:

- Preparation of presentations and/or display boards
- Attendance to support the COUNTY as needed

Project Website

The COUNTY will establish and maintain a project link on the COUNTY'S website. The public will be able to submit comments via the website.

The CONSULTANT will provide project information to be posted on the website including, but not limited to:

- Project location map
- Project Description
- Project Schedule
- Information about upcoming and past public meetings
- Information updates as needed (Project Newsletters)

All presentations, exhibits and graphics prepared for any on-line meeting and for the project website will meet requirements of WCAG 2.1 Level AA Compliance with the Americans with Disabilities Act (ADA).

Public Meetings

- The CONSULTANT will assist the COUNTY with scheduling and conducting one on-line (zoom) project information meeting with local residents, businesses and other stakeholders along the project corridor. It is anticipated that the meeting will be held after 60% design plans have been approved. The purpose of this meeting is to present the recommended alternative for the trail to the public.
- The CONSULTANT will be responsible for the following tasks:
 - Identification of Stakeholders
 - Preparation and maintenance of a mailing list for public outreach activities which includes residents, business owners, elected officials and other stakeholders.
 - Preparation of graphics, power point presentations and/or display boards
 - Preparation of meeting handout (for in-person meeting)
 - Provide staff to assist the COUNTY during the on-line (zoom) public meeting(s)

The COUNTY will prepare, mail, and pay for the postage of postcards which will serve as an invitation/notification of the public meeting(s).

Public Involvement Summary Report

The CONSULTANT will prepare a Public Involvement Summary Report which includes the following:

- Summary of comments received during, and in response to each public meeting, as well as any other comments received for the duration of the project.
- A description of all public involvement activities, including copies of handouts, meeting materials, attendee lists and presentations.

Other Public Involvement Tasks

The CONSULTANT will prepare any graphics or related information needed to discuss the project with stakeholders and adjacent property owners/occupants for one-on-one discussion as needed.

TASK 20: OPTIONAL SERVICES – RAILROAD

The project also consists of replacing the existing 62nd Avenue North Railroad crossing, just east of 49th Street North (CR 611), with a CSX Tub-style crossing and reconstructing the roadway to accommodate the rail grades.

The CONSULTANT shall ensure reconstruction and/or milling and resurfacing limits are a minimum of 50 feet beyond the CSX right of way limits. The CONSULTANT shall evaluate and propose roadway improvements including new curb and gutter, drainage, relocation of the existing sidewalk approaching the crossing following ADA standards and evaluate relocation of crossing signals. The Roadway improvements project limits up to 300 LF approximately from CSX right of way limits.

Plans shall be prepared in accordance with the COUNTY'S CAD Standards Manual for Survey and Civil Engineering (2023) and AutoCAD Civil 3D Pinellas County Kit Requirements. The COUNTY shall provide the CSX Tub-style crossing detail.

V. COMPENSATION (Will be negotiated with top ranked firm)

VI. SCHEDULE

The CONSULTANT must provide a Microsoft Project Schedule with updates to be included with each monthly invoice submittal.

CONSULTANT'S services must commence upon receipt of written notice to proceed issued by the COUNTY. The CONSULTANT must complete the final design in accordance with the following or better project schedule:

PROJECT SCHEDULE

<u>Milestone</u>	<u>Due Date After Receiving NTP & Survey</u>
Notice to Proceed	TBD
Project Schedule	TBD Calendar Days
15% Line & Grade	TBD Calendar Days
21 Day County Review	
60% Complete Plans Submittal	TBD Calendar Days
21 Day County Review	
100% Complete Plans Submittal	TBD Calendar Days
21 Day County Review	
Final Plans Submittal	TBD Calendar Days
21 Day County Review	

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

Phase submittal reviews shall occur at the 15%, 60%, 90%, 100%, and Final phases. The CONSULTANT shall submit a draft of any special conditions with the 60% design review submittal and final versions with the 100% design review submittal. Bid quantities, opinion of probable construction cost, design

documents, and QC documents shall be submitted with each phase. The requirements for each design review shall be as specified in the COUNTY'S Design Stage Submittal Checklist provided in Appendix A. The CONSULTANT shall continue its design work during the review periods. The CONSULTANT shall respond to the COUNTY design review comments in writing and by making corresponding revisions to the plans. Written responses and plans revisions are to be included with the next design review submittal. The CONSULTANT shall respond to regulatory agencies review comments in the same manner. Design revisions are to be completed by the CONSULTANT at no additional time and/or cost unless the revisions result from the COUNTY making changes to the horizontal or vertical alignment or other changes of similar impact to the project design. In such cases, the COUNTY shall evaluate the CONSULTANT'S request for additional time and/or compensation. The COUNTY may require the CONSULTANT to make plans revisions and resubmit the plans at the same phase of completion if it is found that the plans do not meet the requirements of the Design Stage Submittal Checklist, or the plans are found to contain multiple and significant errors and omissions. No additional time shall be allotted to the CONSULTANT schedule if a resubmittal is required.

6.4. DELIVERABLES

- Design Documentation Package
- Public Involvement Plan and Meeting(s); development of presentation materials including rendering of the proposed preliminary design for public review.
- Drainage Analysis and Design Technical Memorandum
- Phase 60%, 90%, and 100% submittals including plans, engineer's estimate, design calculations, and QC documents. Phase submittals will be in accordance with the Design Stage Submittal Checklists provided in Appendix A.
- AutoCAD Civil 3D file with each phase submittal
- Final signed and sealed documents including plans, engineer's estimate, design calculations, supplemental specifications, and special provisions. The final submittal will be provided electronically and include two paper prints of plans signed and sealed by a Professional Engineer certified in the State of Florida.

+ Add Item

7. Vendor Questionnaire

Add optional description to section

1. VENDOR QUESTIONNAIRE

Respondents are expected to organize their submittals in such a manner as to facilitate the evaluation process. Submittals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the solicitation being addressed.

Evaluators will make a reasonable effort to locate information in the responses; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate credit.

Additional documentation may be requested by the County to ensure contract compliance.

1.1. CONTRACTOR ACCEPTANCE FORM*

Download the below documents, complete, and upload.

 [1.29.2024.Vendor.acceptance_\(1\).pdf](#)

*Response required

1.2. SUBMITTAL DOCUMENTS*

Upload all other documents relating to this solicitation.

*Response required