

**AGREEMENT**

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



**NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT**

**RFP TITLE: Utilities Program Manager Professional Services – Federal Funds**

**RFP CONTRACT NO. 22-0454-NC(PLU)**

**CONTINUING FIRM: Jacobs Project Management Co.**

22-0454-NC(PLU)

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT**

## TABLE OF CONTENTS

SECTION 1 INTENT OF AGREEMENT .....	2
SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS .....	3
2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES .....	3
2.2 <i>ASSIGNMENT OF WORK</i> .....	3
2.3 <i>CONSULTING RESPONSIBILITIES</i> .....	3
2.4 <i>GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS</i> .....	4
2.5 <i>KEY PERSONNEL</i> .....	5
SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT .....	6
SECTION 4 PERFORMANCE SCHEDULES .....	9
SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY .....	9
SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS .....	9
SECTION 7 COMPENSATION TO THE CONSULTANT .....	10
SECTION 8 WORK ASSIGNMENT .....	11
SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS .....	11
SECTION 10 SATISFACTORY PERFORMANCE .....	12
SECTION 11 RESOLUTION OF DISAGREEMENTS .....	12
SECTION 12 CONSULTANTS ACCOUNTING RECORDS .....	12
SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS .....	13
SECTION 14 INSURANCE COVERAGE .....	13
SECTION 15 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246 .....	13
SECTION 16 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 .....	14
SECTION 17 PROHIBITION AGAINST CONTINGENT FEE .....	14
SECTION 18 TRUTH IN NEGOTIATIONS .....	14
SECTION 19 SUCCESSORS AND ASSIGNS .....	14
SECTION 20 INDEMNIFICATION .....	14
SECTION 21 INTEREST ON JUDGMENTS .....	15
SECTION 22 TERMINATION OF AGREEMENT .....	15
SECTION 23 AGREEMENT TERM .....	15
SECTION 24 CONFLICT OF INTEREST .....	15
SECTION 25 EXTENT OF AGREEMENT .....	16
SECTION 26 PUBLIC ENTITY CRIMES .....	16
SECTION 27 PUBLIC RECORDS .....	16
SECTION 28 GOVERNING LAW AND AGREEMENT EXECUTION .....	17
EXHIBIT A - SCOPE OF SERVICES .....	17
EXHIBIT B - HOURLY RATE SHEET .....	17
EXHIBIT C - INSURANCE REQUIREMENTS .....	17
EXHIBIT D - CONTRACT PROVISIONS ARPA .....	18

**SECTION 1 - INTENT OF AGREEMENT**

AGREEMENT FOR UTILITIES PROGRAM MANAGER PROFESSIONAL SERVICES FOR  
DEPARTMENT

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

**WITNESSETH**, that:

**WHEREAS**, Pinellas County, herein referred to as the County, requires **Utilities Program Manager Professional** services associated with support to develop plans and specifications and perform all other professional engineering services; and

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

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

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

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

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

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

**Required Deliverables**

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

**2. PROJECT PHASES**

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

**3. CONSULTING RESPONSIBILITIES**

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

**4. GENERAL DESIGN CONDITIONS**

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

## AGREEMENT

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

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

1. The project shall be designed by the Consultant in accordance with applicable industry standards. The Consultant shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the project or the services to be performed.
2. The Contractor and their Subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

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

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

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

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

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

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

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

Should Supplier:

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

**AGREEMENT**

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

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 15 of this Agreement, "Indemnification."

### **SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT**

#### **1. SERVICES**

A. SEE EXHIBIT A – SCOPE OF SERVICES.

#### **2. BIDDING PHASE**

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

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

#### **3. CONSTRUCTION PHASE**

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

##### A. Construction Consultation Services

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

**AGREEMENT**

Response to any request must be received by the County within 24 hours of request, or the next available working day when the request is prior to a weekend or holiday.

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

**4. PROVISIONS RELATED TO ALL PHASES**

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

## AGREEMENT

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

## **SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY**

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the project design, which the County may have in its possession.
- B. Reproduces of the County Engineering Department Standard Drawings applicable to the project.
- C. Sample copies of the County standard contract documents and specifications.



**AGREEMENT**

D. Preparation of legal (front-end) section of the specifications.

## **SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON**

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

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

## **SECTION 6 - PAYMENT GUIDELINES AND CATEGORY OF SERVICES**

### **1. BASIC SERVICES**

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

### **2. OPTIONAL SERVICES**

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

### **3. CONTINGENCY SERVICES**

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

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

### **4. ADDITIONAL SERVICES**

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

### **5. INVOICING**

The Consultant may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase. The County shall make payments to the Consultant for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.

The following services shall be considered reimbursable services and may be filled in full upon their completion and acceptance. The Consultant shall provide copies of supporting receipts/invoices/billing documentation. Self-performed

**AGREEMENT**

reimbursable work shall be reimbursed at the firm's standard hourly rates for all related services. A breakdown of man hours and billing rates shall be provided with each invoice. An hourly rate sheet is attached (Exhibit B).

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

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

All progress reports shall be mailed to the attention of the designated Project Manager.

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

Finance Division Accounts Payable  
 Pinellas County Board of County Commissioners  
 P. O. Box 2438  
 Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

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

## **SECTION 7 - COMPENSATION TO THE CONSULTANT**

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

A Lump Sum Fee of: \$831,999.00 for the Task 1 – Project Management Phase of the project.

A Lump Sum Fee of: \$660,612.00 for the Task 2 – Program Governance Phase of the project.

A Lump Sum Fee of: \$1,720,142.00 for the Task 3 – Project Controls Phase of the project.

A Lump Sum Fee of: \$2,714,279.00 for the Task 4 – Project Oversight Phase of the project.

A Lump Sum Fee of: \$200,058.00 for the Task 5 – Procurement Support Phase of the project

A Lump Sum Fee of: \$775,767.00 for the Task 6 – CIP Development Phase of the project

A Lump Sum Fee of: \$254,796.00 for the Task 7 – PMIS Support Phase of the project

A Lump Sum Fee of: \$740,053.00 for the Task 8 – Public Outreach Phase of the project

A Lump Sum Fee of: \$502,307.00 for the Task 9 – Grant Management Phase of the project

The above fees shall constitute the total not to exceed amount of **(\$8,400,013.00)** to the Consultant for the performance of Program Management Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel

**AGREEMENT**

within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

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

Maximum Reimbursement Not-to-Exceed: \$2,839,000.00 for the Task 10.1 – Water Staff Support Phase of the project

Maximum Reimbursement Not-to-Exceed: \$7,097,500.00 for the Task 10.2 – Wastewater Staff Support Phase of the project

Maximum Reimbursement Not-to-Exceed: \$1,419,500.00 for the Task 10.3 – Water Resources Staff Support Phase of the project

Maximum Reimbursement Not-to-Exceed: \$1,419,500.00 for the Task 10.4 – Grant Compliance Staff Support Phase of the project

Maximum Reimbursement Not-to-Exceed: \$2,424,512.00 for the Task 10.5 – Other As-Needed Staff Support Phase of the project

3. The above fees shall constitute the total not to exceed amount of **(\$15,200,012.00)** to the Consultant for the performance of Program Management Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.
4. Total agreement not-to-exceed amount **(\$23,600,025.00)**.
5. For any ADDITIONAL SERVICES, the County agrees to pay the Consultant a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.
6. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the Consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

## **SECTION 8 - PERFORMANCE SCHEDULE**

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

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

## **SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES**

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

## **SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES**

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

**AGREEMENT****SECTION 11 - SATISFACTORY PERFORMANCE**

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

**SECTION 12 - RESOLUTION OF DISAGREEMENTS**

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

**SECTION 13 - CONSULTANT'S ACCOUNTING RECORDS**

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

**SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS**

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

**SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION**

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

**AGREEMENT**

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.

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

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

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

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

**SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19 - TRUTH IN NEGOTIATIONS**

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

**SECTION 20 - SUCCESSORS AND ASSIGNS**

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

**SECTION 21 - INTEREST ON JUDGMENTS**

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

**SECTION 22 - TERMINATION OF AGREEMENT**

1. The County reserves the right to cancel this Agreement, without cause, by giving 30 days prior written notice to the Consultant of the intention to cancel. Failure of the Consultant to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of County. Alternatively, at the County's discretion, the County may provide to Consultant 30 days to cure the breach. Where notice of breach and opportunity to cure is given, and Consultant fails to cure the breach within the time provided for cure, County reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.

**AGREEMENT**

2. If County terminates the Agreement for convenience, other than where the Consultant breaches the Agreement, the Consultant's recovery against the County shall be limited to that portion of the Consultant's compensation earned through date of termination, together with any costs reasonably incurred by the Consultant that are directly attributable to the termination. The Consultant shall not be entitled to any further recovery against the County, including but not limited to anticipated fees or profit on work not required to be performed.
3. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.
4. In the event that conditions arise, such as lack of available funds, which in the County's opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

**SECTION 23 - AGREEMENT TERM**

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for (1826) eighteen hundred twenty-six consecutive calendar days from the commencement date on the Notice to Proceed unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

**SECTION 24 - CONFLICT OF INTEREST**

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

**SECTION 25 - ENTIRE AGREEMENT**

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

**SECTION 26 - PUBLIC ENTITY CRIMES**

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

**SECTION 27 - PUBLIC RECORDS**

Consultant acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Consultant agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**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:**

**AGREEMENT**

**Pinellas County Board of County Commissioners**

**Purchasing and Risk Management Division**

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

**Clearwater, FL 33756**

**Public Records Liaison**

**Phone: 727-464-3237**

**Email: [mcchartier@pinellas.gov](mailto:mcchartier@pinellas.gov)**

**AGREEMENT**

**SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

**Firm Name**     Jacobs Project Management Co.  
**By:**             *Katus Watson*  
**Print Name:**   Katus Watson  
**Title:**           Senior Vice President  
**Date:**           05/01/2023

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

**By:**             \_\_\_\_\_ Chairman  
**Date:**         \_\_\_\_\_

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

**By:**             \_\_\_\_\_ Deputy Clerk  
**Date:**         \_\_\_\_\_

**APPROVED AS TO FORM**

**By:**     *Joseph Morrissey*  
Office of the County Attorney



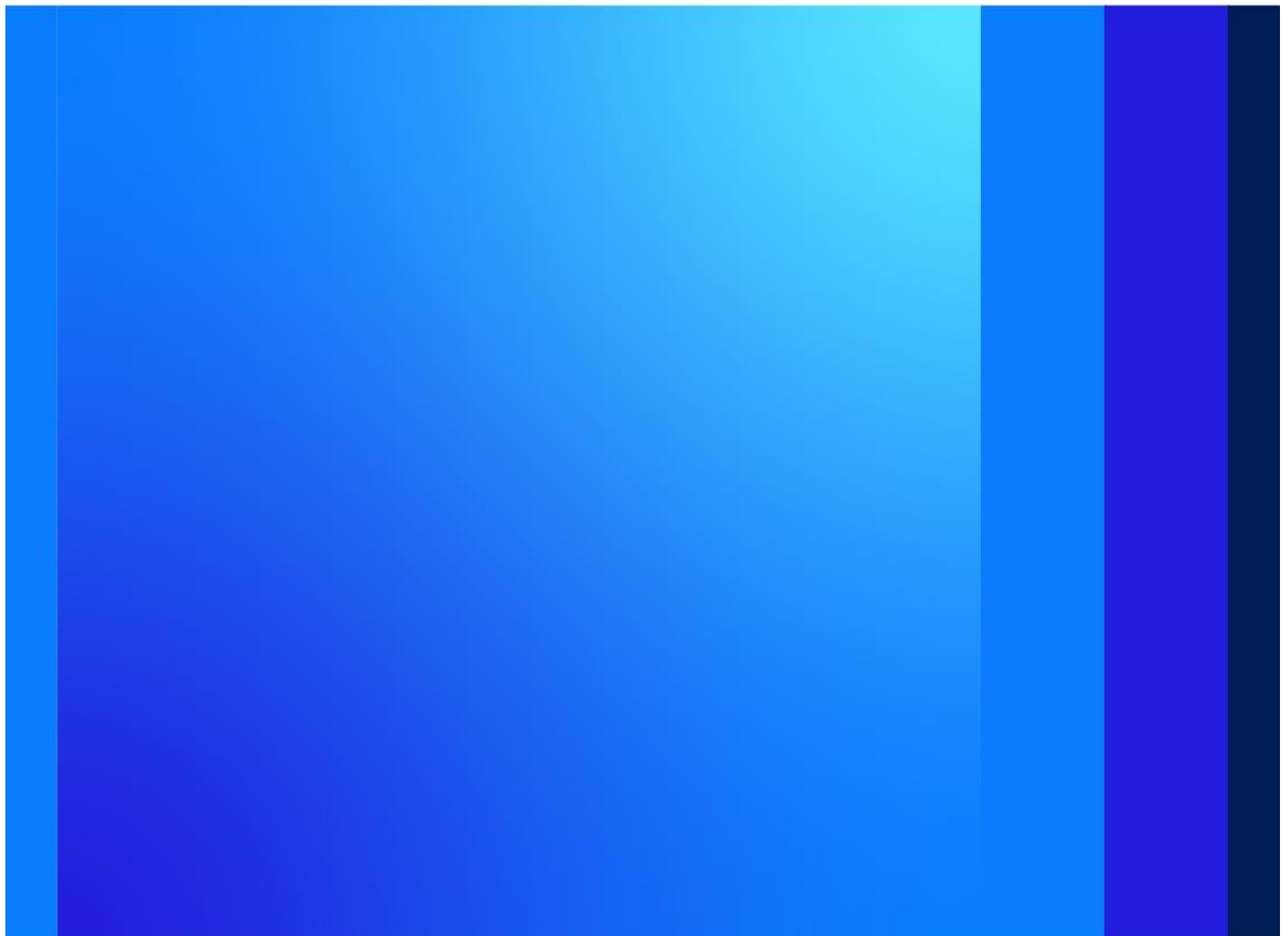


**Exhibit A: Scope of Services**

Utilities Program Management Services

COUNTY PROJECT NO. 005106A

January 13, 2023



## Contents

<b>I.</b>	<b>Project Understanding .....</b>	<b>1</b>
<b>II.</b>	<b>Scope of Services .....</b>	<b>2</b>
<b>1</b>	<b>Program Management .....</b>	<b>2</b>
1.1	Project Kick-Off Meeting .....	2
1.2	Program Set-Up Activities .....	2
1.3	Program Delivery Plan (PDP) .....	2
1.4	Monthly Progress Reports .....	3
1.5	Meetings .....	3
<b>2</b>	<b>Program Governance .....</b>	<b>3</b>
2.1	Program Governance Team .....	4
2.2	Process Improvements.....	4
<b>3</b>	<b>Project Controls .....</b>	<b>5</b>
3.1	Project Controls Kick-Off Meeting .....	5
3.2	Standardize Cost Estimating Procedures.....	5
3.3	Master Program Schedule .....	6
3.4	Master Budget & Cash Flow Forecast.....	6
3.5	Risk Management Plan .....	6
3.6	Change Management .....	7
3.7	Document Management .....	7
3.8	Program Progress Reporting .....	7
3.9	Annual Program Reporting .....	8
<b>4</b>	<b>Project Oversight and Support.....</b>	<b>8</b>
4.1	OWNER'S ADVISOR .....	9
4.2	Permitting Support & Tracking .....	9
4.3	Value Engineering and Design Reviews .....	9
4.4	Real Property Coordination.....	10
4.5	Quality Management.....	10
4.6	Third Party Coordination.....	10
4.7	As-Needed Field Services .....	11
4.8	Staff Augmentation.....	11
<b>5</b>	<b>Procurement/Collaborative Project Delivery .....</b>	<b>12</b>
5.1	Procurement Support for Task Orders and Contract Management .....	12
5.2	Project Bundling & Packaging .....	12
5.3	Alternative Delivery of Projects .....	12
5.4	Small Business Enterprise (SBE) Program Utilization .....	13
5.5	Bidding Support Services .....	13
<b>6</b>	<b>CIP Coordination.....</b>	<b>13</b>
6.1	Participate in Annual CIP Development/Review Process.....	13
6.2	Participate in CIP Coordination with Operations.....	14

6.3	CIP Prioritization Process .....	14
6.4	CIP Performance Metrics .....	14
6.5	Project Close-Out.....	15
<b>7</b>	<b>Data Management.....</b>	<b>15</b>
7.1	Support PMIS Development and Deployment .....	15
<b>8</b>	<b>Strategic Public Communication .....</b>	<b>15</b>
8.1	Strategic Planning and Execution .....	15
8.2	Public Outreach Activities .....	16
<b>9</b>	<b>Grant Program Management.....</b>	<b>16</b>
9.1	Management of Existing Grants .....	17
9.2	Program-Level Grant Requirements Register.....	17
9.3	Identify New Funding Opportunities .....	17
9.4	Preparation of New Grant Applications.....	18

### List of Appendices

- Appendix A. Schedule of Deliverables
- Appendix B. Level of Effort and Fee Breakdown
- Appendix C. Scope Assumptions

## I. Project Understanding

### Project Title

The project title is **Utilities Program Management Services**. The Pinellas County (COUNTY) project identification number (PID) is 005106A.

### Objective and Goals

The objective for this project is to deliver Pinellas County Utilities' (PCU) Capital Improvement Program (CIP) in accordance with the requirements of several federal and state grant funding programs. Goals of this project include the following:

- **Efficiency:** Improve and streamline existing processes and procedures in place for delivery of the CIP. Including but not limited to updating the County's Project Management Manual and related Standard Operating Procedures (SOP) as well as coordination among County Departments (Public Works, Real Property, Purchasing, Finance, OMB, etc).
- **Support Systems & Tools:** Facilitate and support development and deployment of the COUNTY's Project Management Information System (PMIS) for PCU's projects and coordination with their PMIS consultant. Develop and maintain a long-term CIP forecast using a Master Program Schedule and a Master Program Budget.
- **Grant Program Management:** Obtain additional grant funding to support the COUNTY's on-going CIP by demonstrating compliance and successful implementation of existing grants and applying for new grants.
- **Strategic Plan:** Incorporate and document the COUNTY's and PCU's Strategic Plan objectives and goals into the Capital Program. Track and summarize progress made each fiscal year.

### Project Background

PCU is retaining the CONSULTANT as Program Manager to support delivery of its CIP comprised of 55 water projects and 117 sewer projects with a forecasted budget of \$542 million over six years. Funding includes at least \$70.3 million in grants from the American Recovery Plan Act (ARPA), Restore Act (BP Oil Spill), Resilient Florida Program and the Infrastructure Investment and Jobs Act (IIJA).

### Project Description

The Program Management services (Program) listed below will be provided by the CONSULTANT. The Program duration is five years. Some services will be provided monthly while others are project-specific. The Program entails being responsible for day-to-day management of individual projects which comprise the Capital Program in addition to as-needed task assignments, performance monitoring, and mentoring of COUNTY staff. CONSULTANT will work with COUNTY staff collaboratively to communicate a common plan and enable overall Program schedule flow. CONSULTANT will facilitate Program-level decision making and accurate root-cause problem identification and corrective actions needed to deliver the Capital Program of high quality, within budget, and on schedule.

General Program Management services to be provided by the CONSULTANT include:

- Project Controls
- Grants Application & Management
- Schedule Management
- Contracts Management

- Risk Management
- Financial Analysis
- Quality Management
- Procurement Coordination
- Cost Estimating
- Document Management
- CIP Development & Prioritization
- Social Equity
- Public Outreach
- Owner's Representative

General PCU Engineering Support services to be provided by the CONSULTANT include:

- Value engineering & design reviews
- Utilities and permitting coordination
- Resilience strategies
- Real Property, right-of-way, and GIS support
- Construction contract documents

Examples for project-specific services to be projected by the CONSULTANT include:

- Project Management
- Hydraulic modeling
- Engineering & Detailed Design
- Construction Administration, Management, & Inspection
- Design-Build (DB), Construction Manager at Risk (CMAR), Progressive DB

## Deliverables

Deliverables are described in detail within the scope below and listed in **Attachment A – Schedule of Deliverables**. All deliverables will be electronic in Adobe “pdf” format, except for the output from software used for scheduling and cash flow forecasting and PowerPoint presentations.

## II. Scope of Services

The CONSULTANT shall provide a variety of consulting, planning, permitting, engineering, program management, grant management, and related services for implementation of PCU's CIP.

Program management services to be provided are related to the potable water system, wastewater system, reclaimed water system, and facilities and assets that are owned, operated and maintained by the COUNTY. Specific services will include project controls, document control, Governance Team coordination, procurement coordination, risk management, quality management, process improvement and enhancements, mentoring, change management, project design reviews, estimating, contract packaging, preliminary engineering reports, permit coordination, right-of-way coordination, staff augmentation, master program budget and schedule maintenance, public presentations and briefings, progress reporting, PMIS coordination and support, utility coordination, CIP program development support, operations coordination, public outreach and education, coordination with Finance and Budget County departments, technical support and reviews, specialty engineering support, alternative delivery project documents, project management, project engineering, grant administration and management, detailed design, construction management, commissioning, project closeout services, and Engineer's Bond Reports. The frequency of each service is dependent upon the number of active and planned capital projects for each fiscal year.

The CONSULTANT will provide some "time is of the essence" services. The CONSULTANT will provide prompt responses and expedite services to the COUNTY in all cases. The durations assumed for scope development represent maximum time frames for routine services. Upon request to do so by the PCU, the CONSULTANT will take reasonable measures to shorten the time frames described herein.

## 1 Program Management

The CONSULTANT will provide project management for the duration of the Program. This will include the preparation of project documents and filing systems for the Project that will include contract documents, safety plans, writing, negotiating, and executing sub-consultant agreements; processing sub-consultant updates and invoices; developing, updating, and tracking project schedule and deliverables list; and developing and maintaining the project decision matrix. This task includes project scope and schedule tracking, monthly update meetings and invoicing. Project controls and accounting time are included in this task.

### 1.1 Project Kick-Off Meeting

Within two weeks after an NTP has been issued, the CONSULTANT will conduct a 1/2-day kick-off meeting with the COUNTY to review project scope, deliverables, schedule, and other pertinent information related to the Project. Communication plan, success drivers, project risk register, and performance indicators will be established during the kick-off meeting. Project success factors and intended outcomes will be explored to guide the project, to provide metrics to measure and track project success and for the COUNTY and for project stakeholders. The project goals will be revisited during public and stakeholder engagement to validate and refine success factors. This task includes attendance, preparation, and follow-up from the kick-off meeting.

### 1.2 Program Set-Up Activities

The CONSULTANT will mobilize a team to expeditiously set-up the Program and advance multiple concurrent activities within the first 90-180 days including but not limited to:

- Existing Systems Assessment & Future State Definition
- Initial Organization and Staffing Plan
- Document Management Plan
- Communications Plan
- Program Permitting Plan
- Work Breakdown Structure (WBS)
- Cost, Schedule, and Status Reporting Templates
- Draft Baseline Schedule & Cash Flow Forecast
- Grant Management Plan

### 1.3 Program Delivery Plan (PDP)

The CONSULTANT will work with PCU to develop the PDP. The processes and procedures that will be used to deliver the Program will be defined and approved by the COUNTY. This guidance document will provide everyone a clear understanding of the functions, procedures, and performance expectations. The PDP is comprised of five volumes plus appendices.

- Volume 1: Introduction to the Program and Team Roles (including Program Governance)
- Volume 2: Program Management Documents (facilitator role and project controls)
- Volume 3: Quality Assurance (design reviews and value engineering)
- Volume 4: Execution (reporting, project management and oversight, design coordination, and stakeholder coordination)

- Volume 5: Completion and Closeout Documentation
- Appendices: Procedures, flow charts, and relevant data

#### 1.4 Monthly Progress Reports

The CONSULTANT will submit monthly progress and cost reports covering activities in a form acceptable to the COUNTY. Monthly progress and cost reports shall identify:

- Work completed
- Progress of ongoing work assignments
- Summary of overall Program progress
- Corrective action that will be taken where task progress is over budget or behind schedule
- Status of MBE/WBE/SBE participation and utilization
- Monthly logs of major meetings
- Allowable costs recorded in the period and to-date
- Costs reported as a proportion of the project budget
- Relationship of costs to progress and budgets

The supporting documentation for monthly invoices will be in accordance with the "Agreement for Professional Services". Labor costs will be monitored and reported on a work task basis, a summary of which shall be included in the invoice. All invoices will be submitted as a draft to the COUNTY's project manager for review and approval prior to submitting to Finance for payment.

#### 1.5 Meetings

Upon COUNTY request, the CONSULTANT will attend, prepare meeting summaries, and provide support for the following meetings:

- Program Kick-Off Meeting
- Project Controls Kick-Off Meeting
- Monthly Program Review Meetings
- Monthly Project Status Meetings with Project Managers
- Monthly Governance Team Meetings
- Periodic Board of County Commissioners Workshops/Meetings
- Project Design/Deliverable Review Meetings
- Process Improvement Working Groups Meetings
- Annual CIP Development Meetings
- As-Needed Public Outreach Meetings and Events
- As-Needed Coordination Meetings with Regulatory Agencies or Municipalities,

#### Task 1 Deliverables

- Program kickoff meeting agenda and meeting minutes
- Program Delivery Plan (separate submittals by volume)

## 2 Program Governance

Successful program management starts with an effective governance structure that extends from the COUNTY's Project Managers to Operations to the COUNTY's Executive Leadership Team. Clearly defining roles and responsibilities and protocols for decision-making will streamline the Program. The CONSULTANT will facilitate and support the implementation of the program governance structure. This will include the COUNTY CIP

Committee that will oversee high-level programmatic workflow process improvements related to CIP development and implementation.

## 2.1 Program Governance Team

The COUNTY is making an organizational change to hire the CONSULTANT as its Program Manager to oversee and facilitate development and implementation of the highly visible Capital Program. The CONSULTANT will support the COUNTY with developing a suitable program governance structure and leadership team. This task is critical in order to establish proper program adherence for COUNTY and CONSULTANT staff. Governance is critical for decision-making and obtaining concurrence between the COUNTY's Operations, Engineering, and Regulatory Compliance Teams.

The CONSULTANT will work with COUNTY leadership through a series of working sessions to articulate a clear vision, organizational change, business case, and critical success factors for the movement to a program management operating structure to be successful.

The CONSULTANT will conduct a stakeholder analysis to understand who will be impacted by the organizational change and how they should be engaged. Throughout the Program, the CONSULTANT will coach and build the leadership team's capacity to lead strategic change for buy-in from staff and key stakeholders, full adoption of new processes/tools/roles, and achievement of the vision and measures of success.

The CONSULTANT will provide ongoing communications and engagement support so the change is managed from the beginning and staff and stakeholders are provided useful messaging when required.

The CONSULTANT will facilitate monthly Governance Team meetings to help manage the program strategic direction, risk management, and programmatic decision-making, as well as steer communication, engagement, and process improvement efforts. The CONSULTANT will support content, agenda, meeting preparation, facilitation, and follow-up communications from monthly Governance Team Meetings as well as advising leadership on emerging needs identified by staff.

### Task 2.1 Deliverables

- Monthly Governance Team meeting agendas, presentations, and meeting minutes
- Follow-up communications as needed after Governance Team meetings

## 2.2 Process Improvements

The CONSULTANT will support PCU with value stream mapping the key processes associated with development and implementation of the CIP. The CONSULTANT will collaborate with multiple work teams of relevant managers, staff and stakeholders to assess the detailed impacts of the program implementation holistically on strategy, structure, process, technology, people, and culture. The analysis, outcomes, and recommendations will be vetted by the Engineering Director(s) before being presented to the Governance Team.

The approach will facilitate multiple concurrent work teams to assess how the program management vision impacts the staff, processes, and technologies. Approximately six work teams will be selected during the program kick-off meeting. Typical areas of improvement for similar Program Management assignments include the following key processes related to implementation of the Capital Program:

- Project Management including review and supporting implementation of the recently updated COUNTY PM Manual
- Program Controls
- PMIS Implementation
- Purchasing/Contracting (vendors including consultants, field work, contractors, etc.)



- Real Property Acquisition
- Asset Management utilization of CMMS information and risk register
- GIS Updates from as-built drawings
- Operations and Maintenance Coordination

For each working group, a team of 6-8 COUNTY staff will meet monthly with the CONSULTANT to comprehensively outline the current processes, challenges and frustrations, and aspects of the process that are going well. Ideally the working group will include staff representatives from all departments that are impacted by the process. After the group finishes framing out the current state of the process, the CONSULTANT will report out to the Governance Team.

The CONSULTANT will continue working with COUNTY staff to identify and document the desired future state of the process and develop a strategy for implementing the change necessary to transition from current to future state. The CONSULTANT will report to the Governance Team the strategy for transitioning to the future state including the necessary organizational support and tools.

### Task 2.2 Deliverables

- Recommended staffing plan for Utilities Department
- One page PM best practices fact sheet
- Materials to facilitate working group meetings
- Presentation slides to present to Governance Team
- Technical Memo including workflow diagrams and strategy for transitioning from current to future state for each process considered

## 3 Project Controls

Project controls is the management of scope, schedule, cost, risk, change, performance, and reporting in a coordinated way to support efficient Program delivery. The CONSULTANT will establish or refine processes that facilitate a robust project controls system using industry standard practices.

### 3.1 Project Controls Kick-Off Meeting

This meeting will be held with PCU and CONSULTANT staff as the program is being set up to resolve key controls related policy questions and decisions that will influence the overall approach. Examples of topics to be discussed include:

- What contingency should be built into project budgets?
- How will contingency be utilized and managed?
- How much float should be incorporated into project schedules?
- What impacts have been experienced for supply chain stoppages and delays and how do we account for them with the Program Master Schedule and Master Budget?
- What is the County's tolerance for risk?

During this meeting, the CONSULTANT will discuss all project control functions noted in in this Scope of Services.

### 3.2 Standardize Cost Estimating Procedures

Project costs developed in Master Plans or for discrete capital projects tend to remain as-is without updating or verification for current market conditions. This is particularly important for projects that are forecasted more than ten years into the future. Working with the COUNTY, the CONSULTANT will implement a standardized methodology for estimating cost including construction cost, total project cost, and operations & maintenance

costs, and life-cycle costs. Such an approach will facilitate refreshing project construction costs before design is finished in a standardized manner for all projects included in the Program.

### **3.3 Master Program Schedule**

The CONSULTANT will create a structured CIP master schedule including key activities, projects, and milestones for each asset type (potable water, wastewater, reclaimed water, supporting facilities). The Master Schedule will include project phases, critical path and linkages using MS project (cloud version MS Project online 365) which is compatible with the COUNTY's PMIS.

The first step will be to develop schedule templates for various project types and delivery methods. The CONSULTANT will work with the COUNTY's project managers to outline the steps typically required to implement capital projects. This will streamline development of the PMIS referenced in Task 7.

Schedule templates will be populated and verified with Project Managers and Engineering Supervisors before being presented to the Governance Team for review and comment. A baseline schedule will be developed to track progress against expectation. Project Managers will be trained regarding schedule management actions. The CONSULTANT will update/develop a section of the COUNTY's Project Management Manual that addresses schedule development and maintenance.

After the Master Program Schedule is prepared, it will be updated monthly with information provided by COUNTY's Project Managers and Supervisors. The CONSULTANT will develop a formal monthly project update report working collaboratively with the Project Managers. Monthly project meetings will be conducted to transfer information and discuss project progress, schedule, and budget variances. The CONSULTANT will produce a monthly variance report that notes activity delays or accelerations from the prior month. Reporting will begin after the Master Baseline Schedule has been accepted.

### **3.4 Master Budget & Cash Flow Forecast**

The CONSULTANT will develop a cash flow forecast tool and an internal process for updating the tool with monthly project information and for new projects resulting from master plans, studies, preliminary engineering reports, annual approved CIPs, or are otherwise identified. Enhanced cashflow forecasts will be available as the PMIS is implemented. This task will work collaboratively with PCU's finance and budget staff to confirm funding is available for the projects in the CIP and to establish concurrence for encumbrance and spending assumptions and reporting.

### **3.5 Risk Management Plan**

Risk management will focus on the continuous forecasting and evaluation of program and project schedules, financial risks, and opportunities, together with the identification of procedures to mitigate, avoid, or minimize impacts.

The CONSULTANT will develop a preliminary Programmatic Risk Management Plan to identify the key potential challenges the COUNTY faces with delivering the CIP projects whether accelerated with grant funding or not. Working collaboratively with PCU, the CONSULTANT's Risk Plan will include, but not be limited to: 1) identifying those risks relevant to the potable water, wastewater, reclaimed water, local and federal roadway programs, and supporting facilities programs; 2) assess and prioritize those risks (including identifying interdependencies); and 3) provide a strategy whereby the COUNTY can address those risks by identifying appropriate actions utilizing a cost/benefit approach. Capital Program risks typically fall into five categories – Environmental Health and Safety, Fiscal, Legal, Management Risks, Technical – and all should be explored. Risk mitigation strategies will be developed, coordinated, and discussed initially with the Governance Team then rolled out to the Project Managers.

The CONSULTANT will facilitate/train the Project Managers and County Consultants regarding how to develop and update the project-specific risk registers that align with the COUNTY'S program criteria and roll up into the Program-Level Risk Plan. The CONSULTANT will statistically analyze the risks and recommend project contingencies.

### **3.6 Change Management**

The CONSULTANT will work coordinate between the different project managers, team members, and departments to get the most updated cost, schedule, and change management data. As the projects continue to progress, it is important to monitor, document, and approve changes in scope, schedule, and budget. The CONSULTANT will provide a Change Management Process and document templates for the Governance Team to review and approve. Workshops will be held with the Project Managers to explain and train everyone on the change management process. This process will not apply to construction Change Orders. The CONSULTANT will review and comment on the current change order processing method for transparency and accountability are included. As part of the change management task, the CONSULTANT will be responsible for the following:

- Control scope by identifying and managing changes during design
- Preparation of and routing of change forms
- Oversight and communication of project Decision Log
- Negotiate and process consultant and contractor amendment requests

Project Managers will be required to submit a form to the Program Manager referred to as the Notification of Advisement (NOA) Form. The NOA serves to document the reason for the requested change, explains mitigation measures if applicable, documents impacts to schedule and budget, and has a place for a formal approval by either the Director of Engineering or the Governance Team depending on the level of change being requested. This process has been successful when leadership is engaged and in agreement with changes in scope that impact the current and future CIPs.

The CONSULTANT will prepare and maintain a "Lessons Learned" folder on the Program SharePoint Portal to educate all Project Managers on opportunities to prevent change and/or mitigate risks for PCU's capital program.

### **3.7 Document Management**

The CONSULTANT will maintain all filing for this Project in conformance with COUNTY requirements. The CONSULTANT will use the COUNTY'S SharePoint Portal to manage all Project-related documentation outside of construction management related documents. This will allow the team to collaborate on documents in progress and provide a repository for all project records. The CONSULTANT will work with PCU staff to develop a standardized document management file structure and naming nomenclature to be applied to all active and future PCU capital projects.

### **3.8 Program Progress Reporting**

The CONSULTANT will maintain accurate and timely data to analyze and report on the status of the Program and all its individual projects, revealing areas of potential risk or opportunity and highlighting any recurring problems or best practices that can be addressed at both Project and Program level. The CONSULTANT will use tools and processes to support monitoring and reporting of progress of projects considering the work physically completed, the time taken, and the actual costs incurred to complete the work

The CONSULTANT will use the Program work breakdown structure (WBS) for all projects, and will maintain a set of cost-loaded, critical path schedules. This information will allow the Program team to monitor performance using earned value (EV) metrics, schedule analysis, float analysis, schedule performance index (SPI), cost performance

index (CPI), and cash flow analysis. This information will be used to develop reports which will be issued each month for performance through the prior month.

The CONSULTANT will develop recommended internal and external reporting structure and processes to enhance programmatic communications with stakeholders. Reporting on the execution of the Program should highlight accomplishments, as well as present challenges and project delays. Frequent reporting will be important to keep COUNTY leadership and the Board of County Commissioners informed regarding the Program elements and provide appropriate information to tee up any high-level decisions that might be needed. The CONSULTANT will work collaboratively with the CIP Committee referenced in Task 2 to recommend reporting templates and staff roles for documenting, verifying, and approving monthly report content.

The CONSULTANT will develop web-based tools to access critical Program and Project information for incorporation into a Program Performance Dashboard. The Dashboard will be customized for the topics of interest to PCU as approved by the Governance Team.

### 3.9 Annual Program Reporting

The CONSULTANT will prepare the following reports annually.

- End of Fiscal Year Annual Program Overview Report that summarizes the work and progress and Program/Project accomplishments made during each fiscal year. The timing of this report will support PCU's Annual CIP budget submittals.
- Engineer's Bond Reports as needed to support funding the Capital Program. Reports will be prepared in collaboration with Rate Consultant, Bond Council, Finance, Budget, and PCU Executive Leadership.
- Next Fiscal Year CIP Budget Recommendation Report: The CONSULTANT will prepare a report and/or documentation supporting PCU's annual CIP budget request.
- Grant Reports: Annual Grant Reports as required for each grant the COUNTY obtained to fund the Capital Program.

### Task 3 Deliverables

- Facilitated meetings with staff to determine project and program risks, priorities and interdependencies
- Technical memorandum presenting standardized cost estimating procedure
- Draft/final document management filing structure and nomenclature
- Draft Master Program Schedule including schedule templates with monthly updates
- Preliminary/Evolving Cash Flow Forecasting Tool with monthly updates
- Preliminary /Evolving Program-Level Risk Management Plan that is updated as new information becomes available
- Internal and external monthly reporting templates
- Updates/new sections of PCU's Project Management Manual for project controls activities
- Change management procedure and forms
- Annual Program Reports

## 4 Project Oversight and Support

The CONSULTANT will provide staff as necessary to oversee, guide, monitor, and report on the projects in the six-year Capital Program. Resources will be scaled up/down and provided on an as-needed basis. A summary of the project oversight and support services to be provided by the CONSULTANT are summarized herein.

#### 4.1 OWNER'S ADVISOR

The CONSULTANT will serve in the capacity as the COUNTY's Owner's Advisor for all capital projects included in the Program and will specifically provide:

- General project oversight for timely decision making and resolution of issues
- Liaison with the projects' consultants
- Participation at project kick-off and Pre-Construction meetings
- Coordination with Operations staff to incorporate their concerns and perspectives into the projects as warranted and approved by the Governance Team on a project specific basis.
- Coordination during project construction with Operation staff related to tie-ins and partial shutdowns.
- Technical interpretation and opinion for project issues, design, and approaches
- Review of business case evaluations to confirm scope is adequate and considers long-term planning recommendations
- Review of project design criteria for consistency, applicability, and conformance to scope, schedule and budget

As Owner's Advisor the issues or topics requiring a formal decision and/or direction will be included on the monthly Governance Team meeting agenda.

#### 4.2 Permitting Support & Tracking

Working collaboratively with the COUNTY, the CONSULTANT will develop a permitting strategy that is incorporated into a formalized Program Permitting Plan. Specific proactive permitting approaches will be developed based upon the various types of permits required or anticipated to be required for the six-year Capital Program. This task will be completed working with the COUNTY's regulatory compliance team, operations team, and engineering team.

The CONSULTANT will develop and maintain a Permit Tracking tool to offer the following benefits to the Program:

- Rapid and visible access to the status of all permits
- Consistency and integration of project and Program-level permitting strategies
- Support and streamlining of Project Manager responsibilities
- Program related reference permitting documents, standard approaches, templates, and contacts
- Instant access to all permitting documents by project

The CONSULTANT will work with individual Project Managers and their consultants to confirm and track the required permits, associated permit requirements, and timeline. A permitting schedule will be maintained/monitored for each project. The Program team will coordinate with Project Controls staff regarding permitting activities and schedules to facilitate identifying critical path items for the Governance Team. All permits will be tracked in the Permitting Tracking Tool to be maintained on the SharePoint Portal.

#### 4.3 Value Engineering and Design Reviews

##### Design Reviews

The CONSULTANT will assist in ensuring the COUNTY's technical guidelines, standard procedures, standard specifications, and standard details are used for all project designs. The CONSULTANT will assist in reviewing designers' risk-based technical decisions to advise that appropriate levels of risk management are employed. The CONSULTANT will provide technical review of design deliverables including specifications and drawings. The CONSULTANT will participate in review teams and attend submittal review meetings for project design deliverables

(Basis of Designs, 30%, 60%, 90%, and 100% bid documents, reports, estimated opinion of probable construction costs, schedules, etc.).

#### Value Engineering

The CONSULTANT will participate value engineering workshops and provide subject matter experts for support.

### **4.4 Real Property Coordination**

The CONSULTANT will work collaboratively with COUNTY staff including the Real Property Department and Survey to publish and maintain a list of right-of-way acquisitions (full parcel takes and partial takes) and utility easement needs (permanent access easements and temporary construction easements). The CONSULTANT will identify key parcels that may need to be proactively acquired to support implementation of the Capital Program.

The CONSULTANT will maintain a 6-month look ahead for all real estate needs and continue to coordinate among Departments to support the Capital Program.

The CONSULTANT will provide specialized real estate acquisition support services as-needed to maintain project schedules. All COUNTY procedures will be followed including federal requirements associated with grant funding.

The CONSULTANT will support the COUNTY with developing its PMIS Real Estate module.

### **4.5 Quality Management**

The CONSULTANT will provide independent quality control peer reviews to challenge and validate project submittals made by PCUs consultants for capital projects. This process will provide technical feasibility, innovation, and compliance with the COUNTY's objectives. The quality team will perform the following actions:

- Confirm Comments & Resolution Logs by Project
- Hydraulic model results verification
- Process model results verification
- Review and update of technical specifications and provide new specifications as appropriate for the COUNTY's Program (such as pipe bursting)

### **4.6 Third Party Coordination**

The CONSULTANT will support third party coordination as-needed. For example, projects having complex or large amount of utility relocations would benefit from more frequent conversations and coordination with the various utility companies. Actively involving the affected municipalities and utility companies throughout the design process will result with better design packages and more timely utility relocations.

The CONSULTANT will provide other third party coordination support on an as-needed basis including but not limited to the following parties:

- Project Stakeholders
- Neighborhood Groups
- Regulatory Agencies
- Local Governments & Municipalities
- Construction Coordination Teams

#### 4.7 As-Needed Field Services

The CONSULTANT will provide field services upon request to support design and/or construction. Services may include but not be limited to the following:

- Verify site conditions
- Survey verification
- Utility locations
- Dye testing
- Field Inspections
- Flow Monitoring

The CONSULTANT will work with the COUNTY to formulate an approval process to add subconsultants if needed to this contract since we cannot foresee all the services that may be needed during the next 5 years.

#### 4.8 Staff Augmentation

As the COUNTY implements the CIP and receives additional grants, there may be a need to supplement existing staff resources until the appropriate skill sets are in place, vacancies are filled, and new positions are created. The need for staff augmentation could be accelerated if grants are received and funding is immediately available to implement more projects. This task reserves funds to provide the COUNTY with flexibility for augmenting their staff with people from the CONSULTANT. It is anticipated the CONSULTANT may provide Project Management Staff Augmentation for the following projects:

- Manufactured Home Communities Water and Sewer Improvement Projects
- Building Hardening for Logan, South Cross, and South GMD
- Denitrification and Dewatering Improvements at the South Cross Bayou Advanced WRF
- Electrical upgrades at the Dunn WRF
- North Booster Station Variable Frequency Drive Upgrades
- Wastewater Collection System Master Plan
- AMI Program
- Find-and-Fix Program
- Additional projects as determined by the COUNTY

Staff augmentation for these projects will eventually transition to the Program Management Contract. The Scope of Services includes a total of 60,000 hours for staff augmentation for roles such as, project management, planning, hydraulic modeling, cost estimating, and real property acquisition support. Use of the staff augmentation funds will require written approval from the COUNTY.

#### Task 4 Deliverables

- Design review comment logs and responses
- Value Engineering comments and suggestions
- Program Permitting Plan & Permit Tracking Tool
- Six-month forecast of real estate activities for Capital Program
- As-needed third party coordination
- As-needed staff augmentation
- As-needed field services reports

## 5 Procurement/Collaborative Project Delivery

The COUNTY will provide overall procurement management and procurement support services to the projects in the COUNTY's Capital Program. The CONSULTANT will provide coordination for all Program related projects and activities, including maintaining a six-month look ahead procurement schedule.

### 5.1 Procurement Support for Task Orders and Contract Management

Services to be provided by the CONSULTANT on an as-needed basis for the Program projects include the following:

- Draft scope and/or review of consultants' proposed scope and fee
- Develop procurement documents
- Administer and manage consultant (professional services) agreements
- Administer and manage task orders and purchase orders request forms associated with project needs, such as right of way acquisition, field services, utility relocation services, etc.
- Preparation and/or review of contract amendments and change orders
- Manage and approve consultant invoices/payments
- Resolution of consultant contract issues/disputes
- Provide feedback related to vendor performance with data-driven documentation

### 5.2 Project Bundling & Packaging

The CONSULTANT will review the CIP and recommend contract packaging and bundling opportunities. Considerations for packaging include group specialty work, neighborhood/traffic impacts, long lead items, environmental items, and maintaining system operations. The CONSULTANT will consider the risks that occur at contract interfaces and how construction can be split among various work packages. The CONSULTANT will advise the COUNTY regarding:

- Allowances: Project-specific allowances to be recommended will be included into bid documents that would remove uncertainty or risk from the contractor bids. These may include allowances for electrical, mechanical, demolition, or other specific types of work.
- Logistics: Project-specific logistics including phasing, sequencing, and seasonal restrictions for construction activities.
- Contracting Capacity: Project-specific considerations regarding the number of contractors to bid types of work; bonding capacity requirements; and maximizing opportunities for local firms and small businesses to contribute to the projects.

### 5.3 Alternative Delivery of Projects

Collaborative procurement strategies offer the COUNTY added value with regard to schedule acceleration, design coordination, innovation, and minimizing construction change orders. The CONSULTANT recognizes the terms of federal grants may prohibit alternative delivery approaches – such as design build or Construction Manager at Risk (CMAR). However, for projects not funded by grants, alternative delivery may provide a significant benefit and value.

The CONSULTANT will support the COUNTY as needed, with implementing the alternative delivery methods. The support will include providing guidance on progressive design build, lump sum design build, and CMAR implementation, developing review processes for submittals including permit applications, defining COUNTY staff and Owner's advisor roles and responsibilities, and coordination among COUNTY groups to facilitate alternative



delivery implementation. The CONSULTANT will hold workshops for the COUNTY and various consultants as needed, to help facilitate project implementation.

The CONSULTANT will recommend strategies to expedite completion of work (procurement of pool of contractors, etc.). The CONSULTANT will identify projects suitable for alternative delivery approaches to provide high value to the community including design-build, progressive design-build (PDB), and CMAR. The CONSULTANT will support development of industry standard alternative delivery procurement documents including the RFQ, RFP, sample contract, and applicable attachments.

#### **5.4 Small Business Enterprise (SBE) Program Utilization**

The CONSULTANT will work collaboratively with the COUNTY to monitor the SBE Program Utilization for the COUNTY's CIP projects. Upon request, the CONSULTANT will recommend project-specific SBE program criteria. The COUNTY's Economic Development Department will remain responsible for tracking and reporting regarding SBE Utilization. The CONSULTANT will support the Utilities Department with evaluation of reports and identify opportunities to improve SBE Utilization on capital projects.

#### **5.5 Bidding Support Services**

The CONSULTANT will provide as-needed bidding support services for the Program starting with confirming the bid forms accurately reflect the scope of work. Upon request, the CONSULTANT will serve as a Technical Advisor for selection committees; conduct compliance reviews; review RFP submittals for conformance with the County's standards and requirements; and develop draft scope of work documents for solicitations. Other services to be provided as-needed include but are not limited to:

- Define the minimum qualifications and scope of services for the CIP projects – particularly for projects receiving grant funding associated with specific requirements
- Review/comment on contract documents
- Attend/facilitate Pre-Bid Conferences
- Advise/conduct vendor pre-qualification and evaluation
- Evaluate bids received for projects
- Provide advice regarding recommendations for bid awards and responses to bid protests
- Review/comment on owner supplied equipment provisions

#### **Task 5 Deliverables**

- Develop and maintain 6-month forecast for Program procurement activities
- Provide as-needed Project-specific bidding documentation

## **6 CIP Coordination**

The COUNTY identified the suite of projects to be implemented over the next six years. These projects were primarily based upon previous master plans and studies. The output from Tasks 2 through 5 of this scope of services will support development and vetting of the annual CIP. The CONSULTANT will review the annual draft CIP and provide recommendations for programmatic revisions. These revisions may be based upon available technical data; projects recommended from studies; procurement recommendations; strategic system needs; operational coordination; or regulatory requirements. The CONSULTANT will work with PCU to verify the timing and priority for each project as compared to other CIP needs.

### **6.1 Participate in Annual CIP Development/Review Process**

The CONSULTANT will support PCU with development of its Annual CIP.

- CIP Development Process: Develop a structured process for identifying, vetting, and recommending projects for the annual Fiscal Year CIP. CONSULTANT will facilitate participation from the working groups established under Task 2.
- Annual CIP Report: Prepare a report summarizing the annual CIP development process, justifying funding requests, and documenting known challenges. The report will be completed before the draft CIP is presented to the Board of County Commissioners.

## 6.2 Participate in CIP Coordination with Operations

The CONSULTANT will identify opportunities to enhance CIP funding targeted to better operate the system and reduce adverse local impacts. These may include working with operations to update maintenance cycles to provide adequate system storage capacity and establishing metrics for the potable water, wastewater, reclaimed water, and supporting facilities.

The CONSULTANT will coordinate with COUNTY staff to develop a county-wide map identifying areas targeted for maintenance each fiscal year for 10-year forecast along with an internal process for tracking work performed; benefit realized from work; and updating the CIP for each fiscal year.

## 6.3 CIP Prioritization Process

The CONSULTANT will support the COUNTY with responding to changing conditions that may affect the timing for specific investments and projects in the CIP such as:

- Adapt to changing CIP priorities
- Adapt to future conditions, forecasts, and resilience
- Adapt to asset management needs
- Adapt to integrated planning opportunities (roadway improvements, regional initiatives, local development, etc)

Every year the CIP budget update is an adaptive process to reprioritize funds for the COUNTY's most pressing needs. The CONSULTANT will utilize a prioritization process that emphasizes communication and collaboration. The CONSULTANT will develop a system to prioritize CIP needs across all of PCU's funding requests. The CONSULTANT will work with the CIP Committee to develop a data-driven prioritization process for CIP projects.

Specific steps for supporting the CIP Development Process include the following:

- Review the baseline CIP from the 6-Year cash flow forecast
- Facilitate a CIP development summit with PCU Leadership to discuss priorities and known conditions
- Incorporate Operations' current priorities and risks
- Consider new planning recommendations
- Address regulatory compliance requirements
- Maintain financial targets annually and for the 6-year CIP forecast

## 6.4 CIP Performance Metrics

The CONSULTANT will work with the CIP Committee and Governance Team to establish key performance metrics for the Program that emphasize transparency and accountability.

## 6.5 Project Close-Out

The CONSULTANT will facilitate project close-outs with the Project Managers, Finance, and the Fixed-Assets Registry Manager.

### Task 6 Deliverables

- CIP Prioritization Process and Tool
- Annual CIP Overview Report

## 7 Data Management

Data is a critical component for Program Management and for developing a CIP that addresses the COUNTY's greatest priorities and risks. The CONSULTANT will review (and assist with updating, if necessary) the COUNTY's Standard operating procedures for data validation and management; GIS system updates; improving integration of asset management tools and capital forecasting systems and workflows; and development of the annual CIP.

### 7.1 Support PMIS Development and Deployment

The CONSULTANT will assess the current state of the Project Management Information System (PMIS) and recommend actions for improving utilization and full implementation of the system. The PMIS is used for workflow and for projects that have been approved to start. The CONSULTANT will support the PMIS modules needed by the COUNTY by providing the following:

- Work flow diagrams for project planning, design, permitting, real estate, bidding, and construction
- Facilitating workflow approvals for project steps
- Baseline schedule with work-breakdown structure compatible for import with the PMIS
- Cash flow forecast tool compatible for import with the PMIS and the Oracle Financial Software
- A data-rich model to facilitate analytical capabilities
- Troubleshooting for PMIS development and deployment
- Technical consultation and lessons learned from PMIS systems
- SharePoint based business intelligence dashboards

### Task 7 Deliverables

- Process work flow diagrams
- Business intelligence dashboards using Power BI

## 8 Strategic Public Communication

The CONSULTANT will work with PCU to develop strategies to support the COUNTY with messaging, education and awareness about its CIP. This effort will develop materials to enable the ratepayers to understand the scope, rationale and timing for delivery of work identified to improve the COUNTY's potable water, wastewater, and reclaimed water systems and climate change resilience to be funded from several federal and state grant programs (refer to Task 9).

### 8.1 Strategic Planning and Execution

The CONSULTANT will provide professional services related to public outreach materials to support on-going efforts by the COUNTY's Communication Team. The CONSULTANT will develop a content production and multimodal communication process to share insights among key stakeholders. Scope includes development of

new public outreach documents that align with the COUNTY's Strategic Plan. Specific needs will be determined based upon the effectiveness of the on-going public outreach efforts.

## 8.2 Public Outreach Activities

The CONSULTANT will provide outreach support at the project level for Project Managers and design consultants and contractors. Public outreach activities may include:

- Planning, staffing, and facilitating community and neighborhood meetings
- Supporting, attending, and presenting at local government and the Board of County Commission meetings
- Develop mailings to announce community and neighborhood meetings, construction milestones, right-of-entry forms, and construction notices
- Coordinate signage, door hangers, and other collateral for project notifications
- Standard meeting support documents including meeting agendas, handouts, response to public questions, etc.
- Assist with updating/maintaining public facing website and provide staff to manage and develop content including the existing project web pages developed and supported by the COUNTY.
- Public outreach materials will be developed in the language(s) that are spoken by stakeholders including English, Spanish, and Creole.
- Assist the COUNTY Communications Team with social media posts, newsletters, postcards, websites, website content, email blasts, press releasees, bill stuffers, presentations at schools and community events or homeowner's associations, and project fact sheets.

### Task 8 Deliverables

- Frequently asked questions (FAQ) materials
- New audio production (webinars)
- Public outreach materials
- Periodic website updates
- Public status reports

## 9 Grant Program Management

The CONSULTANT will be responsible for supporting the COUNTY's grant and loan efforts including but not limited to the following programs.

- America Rescue Plan Act (ARPA)
- Infrastructure Investment & Jobs Act (IIJA)
- Federal Emergency Management Agency's (FEMA) Building Resilient Infrastructure & Communities (BRIC)
- FEMA Hazard Mitigation Grant Program (HMGP)
- EPA Water Innovation Finance and Innovation Act (WIFIA)
- US Fish and Wildlife Coastal Resilience Program
- Resilient Florida Grant Program

- FDEP RESTORE Act – Gulf Coast Restoration Trust Fund
- Florida State Revolving Loan Program for Clean Water and Drinking Water
- Community Development Block Grant Program (CDGG)
- Other grant and loan opportunities identified by COUNTY staff or the CONSULTANT

### 9.1 Management of Existing Grants

The CONSULTANT will provide turn-key services related to all grants received, applied for, and future grant efforts.

- Oversee project progress compared to grant requirements and deadlines
- Notify the Engineering Director of any issues or unforeseen circumstances that arise and potentially affect grant compliance requirements
- Maintain financial tracking logs for each grant documenting expenditures on a monthly basis and in accordance with grant specific requirements
- Prepare project compliance reports at the frequency required for each grant
- Develop a grants status dashboard that is updated monthly
- Standardize document control and filing structure for grant materials (from application to closeout)
- Coordinate with Finance and Budget Departments
- Prepare as-needed PowerPoint slides noted Grant Program progress

### 9.2 Program-Level Grant Requirements Register

The CONSULTANT will develop and maintain a Grants Register in spreadsheet or database format. This document will be living and the CONSULTANT will continue to update it as new opportunities become available. The register will include grant programs for which the COUNTY does not qualify in order to educate all stakeholders and staff. The Grant Register will include but not be limited to the following information:

- Listing of federal, state, and local grants applicable to water and wastewater utility systems
- Focus area(s) of the grants to maximize eligibility (resilience, social equity, aging infrastructure, economic development, etc.)
- Minimum qualifications and evaluation criteria
- Annual schedules for letters of interest, applications, evaluations, notice of award, and grant awards for reoccurring grant opportunities
- Project requirements associated with receiving the grant (federal front end documents, environmental studies, annual financial record, reporting, etc.)
- Summary of the cost of applying and complying with grant requirements
- Key contact information associated with the grant
- The Grant Register will be maintained on the Program SharePoint Portal.

### 9.3 Identify New Funding Opportunities

The CONSULTANT will recommend potential opportunities for specific projects included in the six-year CIP. Information will be presented at the Governance Team meeting to request direction whether to pursue the grant and to prioritize grant and funding opportunities. The CONSULTANT will use the COUNTY's Intent to Apply grant

approval process. The CONSULTANT will maintain the existing matrix of COUNTY projects and funding opportunities.

#### **9.4 Preparation of New Grant Applications**

For grant opportunities approved by the Governance Team, the CONSULTANT shall prepare the grant application and supporting documentation. Draft materials will be provided to the COUNTY to review no less than 30 days before grant submittal deadline, if possible. The CONSULTANT will participate in granting agency reviews and provide responses to comments or questions received.

For grant opportunities in which the COUNTY applied for funding but was not selected, the CONSULTANT will prepare an after-action brief outlining feedback received from the granting agency and documenting any lessons learned.

#### **Task 9 Deliverables**

- Grant Management Plan
- Grants Requirements Register
- Grants status dashboard
- Grant applications and supporting documentation

## Appendix A – Schedule of Program Deliverables

The deliverables noted herein are anticipated to be provided by Jacobs throughout the five year duration of this Program contract.

### Deliverables Related to Program Set-up to be provided within 180 days of NTP:

- Program Delivery Plan
- Communications Plan
- Grant Management Plan
- Grants Requirements Register
- Change Management Procedure
- Program Permitting Plan & Permit Tracking Tool
- Technical memorandum presenting standardized cost estimating procedure
- Draft/final document management filing structure and nomenclature
- Draft Master Program Schedule including schedule templates with monthly updates
- Preliminary/Evolving Cash Flow Forecasting Tool with monthly updates
- Preliminary /Evolving Program-Level Risk Management Plan that is updated as new information becomes available
- Recommended staffing plan for Utilities Department
- One page project management best practices fact sheet

### Monthly Deliverables:

- Task 1 Invoice for Program Management Services
- Task 2 Governance Team presentation and supporting materials
- Task 2 Program Status Report (draft report template to be provided within 180 days)
  - Schedule/Budget/Estimate Updates
  - Grants Status
  - 6-month forecast for Program procurement activities
  - Six-month forecast of real estate activities for Capital Program
- Task 3 Updates to Master Program Schedule and Master Program Budget
- Task 9 Grants status dashboard

### Annual Program Deliverables:

- Task 3 Program Performance Report
- Task 6 Annual CIP Overview Report
- Task 6 Engineer's Bond Report (as-needed)

### Deliverables to be Provided on As-Needed Basis:

- Task 2 Materials to facilitate working group meetings
- Task 4 Design review comment logs and responses
- Task 4 Value Engineering comments and suggestions
- Task 4 As-needed field services reports
- Task 5 Provide as-needed Project-specific bidding documentation
- Task 6 CIP Prioritization Process and Tool
- Task 7 PMIS Process work flow diagrams
- Task 7 PMIS Business intelligence dashboards
- Task 8 Frequently asked questions (FAQ) materials about the Program
- Task 8 New audio production (webinars)
- Task 8 Public outreach materials
- Task 8 Periodic website updates
- Task 8 Public status reports and meeting/presentation materials
- Task 9 Grant applications and supporting documentation

## EXHIBIT B - HOURLY RATE SHEET

## Appendix B: Level of Effort and Fee Breakdown

Table B1 - Summary of Cost by Task by Fiscal Year (FY)

Task	FY23	FY24	FY25	FY26	FY27	FY28	Total 5-Year
Task 1 - Project Management	\$ 124,799.85	\$ 191,359.77	\$ 191,359.77	\$ 133,119.84	\$ 133,119.84	\$ 58,239.93	\$ 831,999.00
Task 2 - Program Governance	\$ 99,091.80	\$ 151,940.76	\$ 151,940.76	\$ 105,697.92	\$ 105,697.92	\$ 46,242.84	\$ 660,612.00
Task 3 - Project Controls	\$ 258,021.30	\$ 395,632.66	\$ 395,632.66	\$ 275,222.72	\$ 275,222.72	\$ 120,409.94	\$ 1,720,142.00
Task 4 - Project Oversight	\$ 407,141.85	\$ 624,284.17	\$ 624,284.17	\$ 434,284.64	\$ 434,284.64	\$ 189,999.53	\$ 2,714,279.00
Task 5 - Procurement Support	\$ 30,008.70	\$ 46,013.34	\$ 46,013.34	\$ 32,009.28	\$ 32,009.28	\$ 14,004.06	\$ 200,058.00
Task 6 - CIP Development	\$ 116,365.05	\$ 178,426.41	\$ 178,426.41	\$ 124,122.72	\$ 124,122.72	\$ 54,303.69	\$ 775,767.00
Task 7 - PMIS Support	\$ 38,219.40	\$ 58,603.08	\$ 58,603.08	\$ 40,767.36	\$ 40,767.36	\$ 17,835.72	\$ 254,796.00
Task 8 - Pubic Outreach	\$ 111,007.95	\$ 170,212.19	\$ 170,212.19	\$ 118,408.48	\$ 118,408.48	\$ 51,803.71	\$ 740,053.00
Task 9 - Grant Management	\$ 75,346.05	\$ 115,530.61	\$ 115,530.61	\$ 80,369.12	\$ 80,369.12	\$ 35,161.49	\$ 502,307.00
<b>Annual FY Program Mgmt</b>	<b>\$ 1,260,001.95</b>	<b>\$ 1,932,002.99</b>	<b>\$ 1,932,002.99</b>	<b>\$ 1,344,002.08</b>	<b>\$ 1,344,002.08</b>	<b>\$ 588,000.91</b>	<b>\$ 8,400,013.00</b>
Task 10.1 Water Staff Support	\$ 425,850.00	\$ 652,970.00	\$ 652,970.00	\$ 454,240.00	\$ 454,240.00	\$ 198,730.00	\$ 2,839,000.00
Task 10.2 Wastewater Staff Support	\$ 1,064,625.00	\$ 1,632,425.00	\$ 1,632,425.00	\$ 1,135,600.00	\$ 1,135,600.00	\$ 496,825.00	\$ 7,097,500.00
Task 10.3 Water Resources Staff Support	\$ 212,925.00	\$ 326,485.00	\$ 326,485.00	\$ 227,120.00	\$ 227,120.00	\$ 99,365.00	\$ 1,419,500.00
Task 10.4 Grant Compliance Staff Support	\$ 212,925.00	\$ 326,485.00	\$ 326,485.00	\$ 227,120.00	\$ 227,120.00	\$ 99,365.00	\$ 1,419,500.00
Task 10.5 Other As-Needed Staff Support	\$ 363,676.80	\$ 557,637.76	\$ 557,637.76	\$ 387,921.92	\$ 387,921.92	\$ 169,715.84	\$ 2,424,512.00
<b>Annual Staff Augmentation</b>	<b>\$ 2,280,001.80</b>	<b>\$ 3,496,002.76</b>	<b>\$ 3,496,002.76</b>	<b>\$ 2,432,001.92</b>	<b>\$ 2,432,001.92</b>	<b>\$ 1,064,000.84</b>	<b>\$ 15,200,012.00</b>
<b>Cumulative 5-Year Program Mgmt</b>	<b>\$ 3,540,003.75</b>	<b>\$ 8,968,009.50</b>	<b>\$ 14,396,015.25</b>	<b>\$ 18,172,019.25</b>	<b>\$ 21,948,023.25</b>	<b>\$ 23,600,025.00</b>	<b>\$ 23,600,025.00</b>

Note: FY expenditures estimated from October 1<sup>st</sup> through September 30<sup>th</sup>

Table B1 provides an estimate of the Program Management and Staff Augmentation professional service fees that will be expended on a Fiscal Year (FY) basis. This information represents a high-level estimate and Jacobs does not suggest the values are accurate to the dollar. Rather the values represent an estimated level of spending appropriate for budgeting purposes. Regardless of the cost by fiscal year, the total fee shall not exceed the contract amount without an amendment.





### Sub-Consultant Team Members

The Jacobs team includes three subconsultant partners to complement our in-house services. The firms were selected based on their performance on past projects and their knowledge of program management activities. Brief overviews of our valued teaming partners are summarized below with the level of effort reflected in Tables B2 and B3.

**Table B3 - Summary of Sub-Consultant Level of Effort**

Scope of Services Task	Sub-Consultant Firm	Level of Effort
Task 2 Program Governance Task 3 Project Controls Task 6 CIP Coordination	S. Young Consulting, LLC	\$25,000 \$400,000 \$300,000
Task 4 Project Oversight	Independence Acquisition & Appraisal, LLC	\$225,000
Task 8 Public Outreach	McKiernan Consulting Services	\$400,000
As-Needed Specialized Services (utility coordination, geotechnical, surveys, etc)	To be determined	\$150,000
<b>Total</b>		<b>\$1,500,000</b>

#### ***S. Young Consulting, LLC***

S. Young Consulting supports governmental entities in delivering major capital programs. Ms. Sharma Young has served in the water/wastewater/stormwater industry for more than 40 years – on “both sides of the aisle”. Her 25 years of service on the owner side as the Deputy Director of the mid-sized utility in Southwest Ohio, as well as her 17 years as a management and program consultant provide a breadth of experience in process improvement, capital program tracking and reporting, and strategic communications. For this effort, S. Young Consulting, LLC will also bring the expertise of Ms. Linda Cervoni. Ms. Cervoni has more than 20 years of experience in project controls including change management, scheduling, budgeting and reporting. She has worked on many major programs across the country and is an expert in Primavera. Both Ms. Young and Ms. Cervoni have worked with Jacobs and Leisha Pica for implementation of utility capital improvement programs (CIPs) including Cincinnati MSD, Louisville MSD, and City of Virginia Beach. Services will be provided on a monthly basis.

#### ***McKiernan Consulting Services***

For the past six years, McKiernan Consulting Services has provided coordination and direction for development and implementation of Pinellas County's Program for Public Information (PPI). Ms. Cece McKiernan has spearheaded these multijurisdictional multi-disciplinary meetings, which bring staff and stakeholders together in a cooperative and creative atmosphere. Her leadership of PPI provides unique insights into local Pinellas communities and their interests and concerns. For this effort, McKiernan Consulting Services will support Jacobs and Tricia Shuler with public outreach and stakeholder coordination at the program and project level. Services will be provided on an as-needed basis throughout the five-year program management contract.

#### ***Independence Acquisition & Appraisal, LLC***

Independence Acquisition & Appraisal is a diverse team of cross trained, multi-disciplined real estate and right-of-way services, cost estimating, title services, expert witness testimony, property management, and related services all in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. For this effort, Independence Acquisition & Appraisal will support the County with services on an as-needed basis related to title services, appraisals, acquisitions, condemnations, relocation, and easement or access agreements. Services will be provided on an as-needed basis for the County approved CIP.

#### ***Budget for As-Needed Specialty Firms***

Jacobs has set aside \$150,000 for as-needed specialized services that may become needed as the Program matures. The County will provide written approval of adding additional firms to the Program Team.

## Appendix C: Scoping Assumptions

The following assumptions were made related to development of the scope of work and cost proposal. A not-to-exceed (NTE) fee of \$23,600,000 has been established based on the Attachment A general scope. The specific scope of services by task will be further refined throughout the duration the program. Work orders and associated fees will be issued under this agreement for program related services and for staff augmentation related tasks. The fees may be time & materials or lump sum.

**Performance of Work** - The specific services required under the Program will vary with respect to timing and duration depending upon the then status of the Program. Jacobs will provide the services identified in the scope of work on an as-needed basis. Jacobs will be paid for Program Management services on a lump sum basis and invoice monthly for each task based on earned value per task during the invoicing period.

**Fiscal Year Program Expenditures** - The County's fiscal year is assumed to run from October 1<sup>st</sup> through September 30<sup>th</sup>. The services anticipated for each fiscal year are estimated and may vary from year to year. Additionally, estimates for each task may be more/less than noted in Appendix B. The total contract amount will not be exceeded without written authorization from Pinellas County Utilities.

**Client will be Furnishing Data/Information** – Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the COUNTY or other third parties without independent verification. Additional effort by Jacobs due to invalid data or information provided by the COUNTY or others, may entitle Jacobs to additional Compensation

**Providing Construction/Cost Estimates** - In providing opinions of cost, financial analyses, economic feasibility projections, for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that the COUNTY's actual project costs, financial aspects, economic feasibility, will not vary from Jacobs' opinions, analyses, projections, or estimates and Jacobs' shall have no liability for such variances.

**Providing Bidding/Procurement Support Services** - The Parties agree that the Jacobs shall be appointed as Client's representative for the limited purpose of performing any bid or procurement services under the contract and shall have no liability associated with the services procured by Jacobs on the COUNTY's behalf. Such services shall be performed under the COUNTY's direction and in accordance to such forms, terms and conditions, or modifications or revisions to same as the COUNTY may in its sole discretion at any time instruct Jacobs to use. All services shall be carried out in accordance with the procedures mutually agreed upon by the County and Jacobs.

**On-Site Services During Construction** - The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to COUNTY and/or the construction contractor or other entities, and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

1. Jacobs and Jacobs' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.
2. The presence of Jacobs' personnel at a construction site is for the purpose of providing to the COUNTY a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). Jacobs neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

**Geotechnical Services/Unknown Subsurface Conditions** - In soils, foundation, groundwater, utilities, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs.

**Preparing Record Drawings** - Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Jacobs is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings

**Review of Third-Party Design** - Any review by Jacobs of design prepared by a third- party shall be for general conformance with the design intent, drawings and specifications but not a complete review of all design details and calculations. The Designer and their design professionals shall remain responsible for the accuracy and completeness of their design and construction documents. Jacobs does not assume any liability for work product(s) prepared by third parties, including but not limited to design and related work and makes no representation or warranty regarding same. Jacobs will reasonably rely upon the accuracy, and completeness of the information/data provided by the COUNTY or other third parties.

**Hazardous Substances could be present when on-site** – Jacobs shall at no time take title, risk of loss or ownership of the hazardous materials or wastes. COUNTY recognizes that Jacobs assumes no risk and/or liability for hazardous materials encountered while performing any services associated with such hazardous waste.

**Change in Law** - The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization. Any changes in these codes or standards may necessitate a change in scope, to include an equitable adjustment.

**SCADA/Client S/W Systems Assessments and/or Programing Services** - Jacobs consultation, review, configuration, or study (as applicable) of the COUNTY's software, hardware, products or systems (collectively "COUNTY's System") in no way makes Jacobs responsible for the performance, operation or security of COUNTY's System. Jacobs makes no warranty, whether expressed or implied, as to the viability or performance of the COUNTY's System. Additionally, Jacobs cannot and does not provide any representation, warranty or guarantee that its services will ensure COUNTY's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. COUNTY is solely responsible for the security of COUNTY's System and Jacobs' services do not in any way relieve COUNTY of any responsibility for the protection, firewalling and/or overall security of COUNTY's

System. Jacobs shall have no responsibility or liability for the security of COUNTY's System and COUNTY shall indemnify and hold Jacobs harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of COUNTY's System at any time regardless of the source or cause thereof.

**Staff Augmentation** - The scope of work includes approximately 60,000 hours of staff time set aside to augment the County's staff on an as-needed basis. Based upon conversations with the County it is expected this budget (included in Task 4) will be used by Jacobs staff serving as Project Manager for specific defined and approved projects. Jacobs staff will work for the COUNTY under the COUNTY's supervision, direction and control.

1. Loaned Personnel will serve as technical personnel, supplied by Jacobs to work under the supervision, direction, and control of Owner.
2. Jacobs makes no warranties in connection with the services performed by the Loaned Personnel. However, Jacobs does warranty that it will furnish the Loaned Personnel with appropriate qualifications, skills and experience for the work assignments contemplated by this Task Assignment and made known to Jacobs. Jacobs makes no other representations or warranties in connection with the Loaned Personnel, either express or implied. For breach of the warranty stated herein, Owner shall be restricted to the remedy express herein, and Owner hereby waives and releases Jacobs from any and all other remedies.
3. Staff augmentation services shall be performed on a time & materials basis per the billing rates included in the contract.
4. Jacobs agrees to defend, indemnify and hold Owner harmless from and against all claims and actions brought against Owner by Loaned Personnel of Jacobs, or by the personal representative of such Loaned Personnel, for any bodily injury or death to any such Loaned Personnel arising out of the performance of services hereunder and caused by the sole negligence of the Loaned Personnel.
5. With respect to the services to be performed by the Loaned Personnel, Owner hereby agrees to; 1) release Jacobs and the Loaned Personnel from any liability for loss or damage to Owner's property and any loss arising from project operations; and 2) subject to indemnity obligation list above, to indemnify, hold harmless and defend Jacobs and the Loaned Personnel from any liability, loss, fine, penalty, claim, cause of action, damages and expense (including attorney fees) arising from any circumstances including, but not limited to, loss of or damage to property and bodily injury to and death of any persons (including COUNTY's and Jacobs's employees and third parties), however the same are caused and in any way related to the Loaned Personnel's services. In no case shall Owner be entitled to contingent or consequential or other indirect damages including, without limitation, damages for loss of use, revenue, profit or product, operating costs, plant downtime, financing, and interest costs, and business interruption. Owner agrees to secure waivers of subrogation rights from its insurance carriers consistent with the foregoing assumptions.
6. Owner will maintain all work areas of the Loaned Personnel in compliance with the Occupational Safety and Health Act, as amended, and will provide for the Loaned Personnel such safety and hazardous materials communications training as it provides for its own employees working within the same areas.

## 1. LIMITATIONS ON LIABILITY

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

## 2. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

## 3. 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, 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 two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include, the 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.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County

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

- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.
- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said 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.
  - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary 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

- 1) 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;
  - 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
  - 3) Provide that County will be an additional indemnified party of the subcontract;
  - 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
  - 5) Insurance policies, other than Professional Liability, shall include waiver of subrogation in favor of Pinellas County from both the Consultant and subcontractor(s);
  - 6) Assign all warranties directly to the County; and
  - 7) 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.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
  - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
  - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual

members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

- 4) All policies shall be written on a primary, non-contributory basis.

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

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

Limits

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

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

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

Limits

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

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

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



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

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

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

## **EXHIBIT D - Contract Provisions ARPA**

### **CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS PROPOSAL NUMBER: 22-0428-NC PROPOSAL TITLE: TANK CLOSURE ENVIRONMENTAL SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

noncompliance, including suspension or debarment.

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

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

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

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

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

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

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

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

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be

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

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

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

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

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

(b) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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