

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: Crystal Beach Drainage and Roadway Improvements – Professional Engineering
Services**

RFP CONTRACT NO. 21-0022-NC(PLU)

COUNTY PID NO. 003896A

NON-CONTINUING FIRM: Burgess & Niple, Inc.nc.

**PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES
AGREEMENT
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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Crystal Beach Drainage and Roadway Improvements – Professional Engineering Services**

THIS AGREEMENT, entered into on the 8th day of September 2022 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, **Burgess &Niple, Inc.** with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING, BIOLOGICAL, AND ENVIRONMENTAL SERVICES** associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of stormwater management, roadway, and utility improvements in Crystal Beach between Crystal Beach Avenue and Florida Boulevard, Pinellas County, Florida

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING SERVICES requisite to the development of the PROJECT; and

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

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

SECTION 2 SCOPE OF PROJECT

2.1 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:

The County Five Factors (aka, five points of light) for this project of Alternative Routes & Design Concepts, Safety, Environmental, Cost, and Long-Range Planning will be considered for this project. The services performed by the CONSULTANT shall follow applicable manuals and Guidelines. The Florida Department of Transportation (FDOT)'s Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. All survey and engineering drawings shall be provided in accordance with the Pinellas County CADD Manual for Land Survey and Civil Engineering. The Pinellas County CADD Kit for Civil 3D CADD Manual and Kit details can be found at www.pinellascounty.org/technical.

The overall stormwater management design will adhere to the requirements of the Pinellas County Stormwater Manual, with consideration given to incorporating green infrastructure and low impact development (LID) approaches within existing rights-of-ways and other opportunity-based locations. This project will also consider and integrate all know County CIP projects and maintenance projects either previously constructed, in-progress, or planned throughout the project area.

All required permits shall be obtained by the engineering consultant. Exhibit A, Scope of Services is attached.

a) Required Deliverables

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

b) After the PER and 45% plans are complete, and at the County's option, the CONSULTANT may be requested to also provide professional engineering services for design, plans preparation, construction specifications preparation and engineer-of-records construction services. If such option is elected by the County, the corresponding additional fees will be negotiated, and the contract will be amended accordingly. If such option is elected by the County, there is a potential for additional Insurance Requirements based on the scope of work.

2.2 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.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of plans, 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, at its own expense, 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 hereunder 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, prepared in Microsoft Project 2013 or later, 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 ten (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, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

2.4 GENERAL DESIGN CONDITIONS

2.4.1 The CONSULTANT shall coordinate and solicit appropriate input, with the knowledge of the COUNTY.

2.4.2 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.

2.4.3 One (1) original and nine (9) copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.

2.4.4 The CONSULTANT shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be developed 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, including the ARPA Contract Provisions listed in **EXHIBIT D**.

E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

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

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

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

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

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 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 two (2) complete sets of documents (plans and specifications), two (2) of which shall be signed and sealed by the CONSULTANT as original record sets for the PROJECT. Each sheet in the two (2) construction plans print sets shall be signed, sealed and dated. The title sheet only of the two (2) specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

3.2.1 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.

3.2.2 If the Advertisement for bids has not commenced within sixty (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.

3.2.3 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.

3.3 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. Response to any request must be received by the COUNTY within twenty-four (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 three (3) month, six (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 one (1) set of signed and sealed prints and one (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 thirty (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 project 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.

3.4 PROVISIONS RELATED TO ALL PHASES

3.4.1 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.

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

3.4.3 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. Five (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.
 - 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.

3.4.4 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.

3.4.5 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.

3.4.6 The COUNTY in no way obligates itself to check the CONSULTANT'S work and further is not responsible for maintaining project schedules.

3.4.7 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.

3.4.8 The CONSULTANT must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.

3.4.9 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.

3.5 PERMIT APPLICATIONS AND APPROVALS

3.5.1 The CONSULTANT shall prepare all permit applications, data and drawings required for submittal BY THE COUNTY for approval of local, state and federal agencies.

3.5.2 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.

3.5.3 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.

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

3.6.1 The requirements of the various utility services shall be recognized and properly coordinated with the PROJECT design.

3.6.2 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

4.1 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.
- 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:

5.1 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.

5.2 The CONSULTANT shall make presentations to the COUNTY'S Director of Public Works or designee as often as reasonably requested and at any point in the PROJECT development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the COUNTY'S best interest.

5.3 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.

5.4 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.

5.5 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

6.1 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.

6.2 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 Public Works, or designee.

6.3 CONTINGENCY SERVICES

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

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

6.4 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.

6.5 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 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, Victoria Preston, 14 South Fort Harrison Ave, Clearwater, FL 33756.

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

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3, the COUNTY agrees to pay the CONSULTANT as follows:

ROAD AND DRAINAGE IMPROVEMENTS

- A Lump Sum Fee of: \$38,667.00 for the Task 1 – Project Requirements Phase of the PROJECT.
- A Lump Sum Fee of: \$739,730.00 for the Task 2 – Engineering Analysis and Considerations Phase of the PROJECT.
- Time and Materials Fee of: \$34,194.44 for the Task 3 – Public Involvement Phase of the PROJECT.
- A Lump Sum Fee of: \$38,497.00 for the Task 4 – Preliminary Engineering Report Document Phase of the PROJECT.

The above fees shall constitute the total not to exceed amount of **(\$851,088.44)** to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

UTILITIES

- A Lump Sum Fee of: \$17,107.00 for the Task 1 – Project Requirements Phase of the PROJECT
- A Lump Sum Fee of: \$147,867.00 for the Task 2 – Engineering Analysis and Considerations Phase of the PROJECT

The above fees shall constitute the total not to exceed amount of **(\$164,974.00)** to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

7.2 For the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the COUNTY agrees to pay the CONSULTANT as follows:

Time and Materials Fee of: **(\$38,509.00) for Road and Drainage Improvement; Lump sum fee of: (\$16,980.00) for Utilities** for the

Task 7.2 of the PROJECT

7.3 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed **(\$80,000.00) for Road and Drainage Improvement; (\$50,000.00) for Utilities** for all assignments performed.

7.4 Total agreement not-to-exceed amount **(\$1,201,471.44)**.

7.5 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.

7.6 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:

8.1 The services to be rendered by the CONSULTANT shall be commenced upon receipt from the COUNTY of written "NOTICE TO PROCEED."

8.2 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.

8.3 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 twenty-one (21) days.

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

9.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Public Works or designee.

9.2 The ADDITIONAL services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.

9.3 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 consultants team at time of award must be approved by the Director of Purchasing prior to performing any service.

**SECTION 11
SATISFACTORY PERFORMANCE**

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

**SECTION 12
RESOLUTION OF DISAGREEMENTS**

12.1 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.

12.2 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**

13.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

13.2 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.

13.3 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 five (5) years after the date of final payment by the COUNTY to the CONSULTANT pursuant to this Agreement.

13.4 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**

15.1 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 EXHIBIT C Insurance Requirements – Attached

15.2 If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct 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 one (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 five percent (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**

22.1 The COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (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 thirty (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.

22.2 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.

22.3 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.

22.4 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**

This Agreement will become effective on the date of execution first written above and shall remain in effect for five hundred twenty-five (525) 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

24.1 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.

24.2 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 contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.


**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: Burgess & Niple, Inc.

PINELLAS COUNTY, by and through its
Board of County Commissioners

By: 
Print Name: Scott D. Perfater
Title: Executive Vice President Date: 8/3/2022

By: 
Name Date: 9/8/2022
Chairman

ATTEST:
Ken Burke, Clerk of the Circuit Court



By: 
Deputy Clerk Date: 9/8/2022

APPROVED AS TO FORM
By: Jacina Parson
Office of the County Attorney

Exhibit A

SCOPE OF SERVICES

ENGINEERING CONSULTING SERVICES

Contract No. 21-0022-NC (SS)

**PRELIMINARY ENGINEERING REPORT (PER)
STUDY**

For

**CRYSTAL BEACH DRAINAGE AND ROADWAY
IMPROVEMENTS**

County PID: 003896A

Prepared for:

**Pinellas County
Public Works CIP Division, Stormwater & Parks
Engineering 14 S. Fort Harrison Avenue
Clearwater, FL 33756**

Prepared by:

BURGESS & NIPLÉ
Engineers ■ Architects ■ Planners

**Burgess & Niple, Inc.
10006 N. Dale Mabry Hwy. Suite 201 | Tampa, FL 33618**

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

This Exhibit forms an integral part of the agreement between Pinellas County (hereinafter referred to as the COUNTY) and Burgess & Niple, Inc. (hereinafter referred to as the CONSULTANT) relative to the professional services described as follows:

I. PROJECT TITLE

Professional Engineering Services for Crystal Beach Drainage and Roadway Improvements.

II. OBJECTIVE

The overall objective of this proposal is to seek the services for improvements to the Crystal Beach neighborhood located in unincorporated Pinellas County. A preliminary engineering report (PER) and 45% plans for the preferred alternative will be completed by the CONSULTANT for this project. As part of the PER analysis/study described in this scope of services the CONSULTANT will consider the five factors:

- Alternate Routes and Design concepts
- Safety
- Environmental
- Costs
- Long Range Transportation Plans consistency
- As well as utilities, planning and economic development studies, and several other factors.

III. PROJECT DESCRIPTION

The purpose of the project is to assess roadway, drainage, sanitary sewer, and potable water issues within the project area and develop a recommended plan for roadway, stormwater management and utility improvements.

IV. SCOPE OF WORK

The project will include a PER and 45% Plans for the preferred alternative. The PER will include analysis and recommendations for Crystal Beach Base Project Limits, Option 1, Option 2 and Option 3 as shown in Exhibit 1.

A. PER and 45% Plans Phase

Objective is to prepare a report including 45% plans for the preferred alternatives, supporting engineering analysis, calculations, and other technical documents in accordance with COUNTY policy, procedures and requirements. The PER and 45% construction plans will include an analysis and recommendations for the roadway, drainage, and utility improvements within the Crystal Beach Base Project Limits and in Option 1, Option 2 and Option 3.

Following preliminary engineering analyses, conceptual plans depicting the viable alternatives along with design documentation (Technical Memorandum) will be prepared by the CONSULTANT for COUNTY review. The COUNTY's selection of alternatives will then be utilized in development of the 15% plans of the preferred alternatives for the Crystal Beach Base Project Limits and in Option 1, Option 2 and Option 3. Following the COUNTY's review and approval of the 15% plans, there will be one meeting with the Crystal Beach Homeowners Association and one meeting with the general public as described in Task 3. The CONSULTANT

will finalize the preferred alternative plans by incorporating applicable comments received from the meetings and agreed to by the COUNTY. The CONSULTANT will develop 45% Plans

B. Final Design Phase

Final Design is not included in this scope of services. The County will decide whether to proceed to final design after the PER and 45% construction plans are completed.

C. Project Area Limits and Objectives

Crystal Beach Base Project Limits – Includes area bounded by S. Gulf Drive on the west, Pennsylvania Avenue on the north, Broadus Street on the east and Georgia Avenue on the south. Objectives include roadway improvements (asphalt and base restoration, shell and paved road restoration, milling and resurfacing and existing sidewalk improvements), drainage improvements (conveyance and water quality) and utility condition assessments (sanitary sewer and potable water).

Option 1 – Crystal Beach Avenue from S. Gulf Drive to Palm Harbor Boulevard (Alternate US 19). Objectives are roadway improvements (widening and paved shoulders), drainage improvements (conveyance and water quality) and utility condition assessments (sanitary sewer and potable water). Corridor pedestrian improvement alternatives will include sidewalk on both sides of the roadway and an eight-foot-wide multi-use trail will be evaluated for north and south sides. Drainage conveyance will evaluate removal of existing CMP culverts and replace with new storm sewer system (ditch bottom inlets, pipe and shallow roadside swales).

Crystal Beach Avenue and N. Gulf Drive Parking Lot – Conceptual Design: Typical Section, Site Layout and Preliminary Drainage Requirements. Parking Lot design will be added to Final Scope upon COUNTY approval.

N. Gulf Drive – proposed milling and resurfacing from Crystal Beach Ave to Ohio Ave.

Option 2 – Florida Avenue from Point Seaside Drive to McCosh Avenue. Objective is to provide drainage improvements (conveyance and water quality) and utility condition assessments (sanitary sewer and potable water). Roadway improvement alternatives include asphalt and base restoration and milling and resurfacing.

Option 3 – Mangrove Lane from Disston Street to eastern terminus. Objective is full roadway reconstruction (including cross slope correction) with minor drainage improvements to prevent flooding of roadway or adjacent private property.

The CONSULTANT will coordinate and perform the appropriate level of engineering analysis for the PER in the development and alternative analyses related to the proposed roadway, drainage and utility improvements. This includes traffic analysis, drainage, environmental, sea level rise, utility impacts, right-of-way impacts, safety, and construction costs. The 45% Plans will depict the proposed roadway, drainage and utility improvements for the preferred alternatives.

The CONSULTANT will develop, present and submit to the COUNTY a QA/QC plan. This plan outlines the quality process and assures clear assignments of responsibilities to the CONSULTANT project team members. Quality control measures will be applied for work products related to this project including preparation of the 15% concept plans, PER and 45% plans. Documents will be checked for conformance with standard design criteria, legibility, completeness, mathematical accuracy and printing/plotting accuracy. The Quality Control Review will include checking and

back checking processes prior to submittal or publishing of a document. Drawings, hand calculations, computer generated calculations, specifications, quantities, cost estimates, permits, studies and reports are subject to these procedures. Copies of QA/QC documents will be submitted to the COUNTY with every submittal phase.

TASK 1 PROJECT REQUIREMENTS

The CONSULTANT will conduct the appropriate level of engineering and environmental analyses related to project objectives.

A. Technical Meetings and Other

Led by the COUNTY Project Manager, the CONSULTANT will attend the Notice to Proceed Meeting, where COUNTY representatives will outline relevant contract and Project information provided by the COUNTY Project Manager.

The CONSULTANT will prepare a project schedule in Microsoft Project.

The CONSULTANT will attend meetings necessary to undertake the activities of this Scope of Services. This includes meetings with COUNTY staff and /or resources agency staff, other consultants, or other miscellaneous meetings.

The CONSULTANT will attend meetings or make presentations at the request of the COUNTY with at least five (5) business days' notice. The CONSULTANT will prepare meeting agendas prior to the meetings and meeting notes following meetings and submit within five (5) working days to the COUNTY's Project Manager for review.

The CONSULTANT will attend technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with COUNTY and/or Agency staff, between disciplines and subconsultants, such as project progress meetings, local governments, utilities, COUNTY progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT will prepare, and submit to the COUNTY's Project Manager for review, the meeting minutes for meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

List of Technical Meetings

- Notice To Proceed
- Drainage Coordination (1) (water quality and modeling)
- Sea level rise (1)
- County Utilities (2) (Water and Sewer Departments)
- Water Management District (1)
- USACE (1)
- Florida Department of Transportation (FDOT) (1)
- Right-of-Way Needs (1)
- Progress Meetings (3) (other meetings can take place of progress meetings as needed)
- Phase Review Meetings (First Draft, Draft Final and Final) (3)
- Miscellaneous Meetings (2)
- FDEP – Pre-Application Meeting (1)

B. Contract Management

The CONSULTANT is responsible for maintaining Project files, including copies of submittals and underlying data, calculations, information and supporting project documentation. The CONSULTANT will prepare monthly progress reports and schedule updates. Estimated 18-month schedule for PER and 45% plans.

C. Services to Be Performed by the County

When available, the COUNTY may provide project data including:

- Access for the CONSULTANT to utilize the COUNTY's InformationTechnology Resources.
- Any COUNTY agreements with Utility Agency Owner (UAO).
- Available traffic and planning data.
- Aerial mapping.
- Lane closure time restrictions.
- Approved utility relocations.
- Available utilities information.
- Future development plans information.
- Other project related documents.
- Phase reviews of plans and engineering documents.

TASK 2 ENGINEERING ANALYSIS AND CONSIDERATIONS

The CONSULTANT will prepare Concept Plans for viable alternatives, 15% plans for the preferred alternatives and PER and 45% Plans for the preferred alternatives. The PER and 45% construction plans will include an analysis and recommendations for the roadway, drainage and utility improvements within the Crystal Beach Base Project Limits, and Option 1, Option 2 and Option 3.

The CONSULTANT will perform engineering activities essential to developing and evaluating Project alternatives. The CONSULTANT will gather and review existing data from the COUNTY, SWFWMD, and any previously completed technical studies within the project area. The CONSULTANT will collect additional data necessary to supplement existing data. The CONSULTANT will use data to evaluate the conceptual design alternatives for this project.

The CONSULTANT will verify the purpose and need for the Project based on the information obtained from the existing data, safety analysis, evaluation of existing conditions, evaluation of utility and traffic projections and input received through the public involvement process.

The CONSULTANT will develop and analyze conceptual design alternatives to address the Project needs and objectives. Development of the conceptual design alternatives will follow Context Sensitive Solution and Complete Streets approaches. Based on engineering analysis, the public involvement process, and environmental analysis, the COUNTY will approve a proposed design concept to advance to the Design Phase.

A. Design Criteria Memorandum

The CONSULTANT will review and summarize into a Design Criteria Memorandum all appropriate design criterion to be utilized for the analysis and development of the PER. Disciplines required, include but not limited to roadway, drainage, sanitary sewer and potable water. If Design Standards and/or County Ordinance can not be met, calculations and documentations will be required for and

administrative adjustment/design variance.

B. Review of Previous Design Documentation

The CONSULTANT will review and summarize previous completed (or concurrent) engineering analyses, reports and other studies that are related to this Project and appropriately incorporate their results in the analysis of the Project. CONSULTANT will summarize collected datasets and studies for the COUNTY into a Data Collection Memorandum.

C. Existing Conditions Analysis

The CONSULTANT will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess Project needs, identify physical and environmental constraints, develop and analyze Project alternatives, and assess constructability issues.

The CONSULTANT will collect data describing existing conditions and characteristics of the Project including roadway geometrics, typical section elements, operational features, access features, right of way requirements, and other data applicable to modes of transportation, including pedestrians, bicyclists, public transit, trucking and golf carts.

The CONSULTANT will perform a tree inventory for trees on the provided survey. Data collected for tree inventory will include species identification and tree rating category per Sec. 138-3654(1)(4). Pinellas County LDC. A tree impact analysis (includes canopy impact estimates based on DBH measurements from survey – i.e., 1” tree DBH = 1’ canopy radius) associated with the proposed alternatives will be prepared. Tree mitigation will be calculated per Sec. 138-3654(a)(4).

- Perform a tree impact analysis (includes canopy coverage reduction and tree mitigation) associated with the following alternatives:
- Crystal Beach Avenue from S. Gulf Drive to Palm Harbor Boulevard (Alternate US 19): Impacts to existing trees associated with the roadway improvements (widening and paved shoulders), drainage improvements and pedestrian improvement alternatives which include sidewalk on both sides of the roadway and an eight-foot-wide multi-use trail will be evaluated for north and south sides. Drainage conveyance will evaluate removal of existing CMP culverts and replacement with new storm sewer system (ditch bottom inlets, pipe and shallow roadside swales).
- Proposed stormwater infrastructure improvements: Impacts to existing trees associated with proposed stormwater pipes/inlets within limits of “Base Project” and “Option 2” in the attached exhibit.
- Tree impact analysis would include a summary of trees to be removed, their associated canopy area reduction and a recommended mitigation plan (to restore loss of canopy) for each of the above alternatives.

Tree impact analysis will be in table form with proposed tree mitigation associated with tree canopy loss. Construction cost estimates associated with mitigation are not part of the work effort.

The CONSULTANT will perform Phase I Archeological Review for the conceptual parking lot located at the Crystal Beach Avenue and N. Gulf Drive intersection. Work includes a field investigation and documentation of field conditions, desktop review (Florida Master Site File, historical maps, aerial photographs, etc.), data collection, and development of a Cultural Resources Assessment Report documenting the methods and results of the background research and field survey.

The CONSULTANT will furnish necessary exhibits for use in this Project, such as a Project Location Map, Corridor Maps, and Concept Plans.

D. Survey

Topographical survey and utility designation will be performed by the COUNTY in the following locations:

- Pennsylvania Avenue from western terminus with Fred Marquis Pinellas Trail to Hanby Street.
- Hanby Street from Pennsylvania Avenue to Crystal Beach Avenue
- Intersection of Crystal Beach Avenue and Gulf Drive
- N. Gulf Drive from Crystal Beach Avenue to Ohio Street

Survey work will also include wetland jurisdiction flagging and lines.

E. Geotechnical

Additional Geotechnical investigations will be performed by the CONSULTANT. Work includes asphalt cores/hand auger borings along:

- Crystal Beach Avenue (Option 1 limits).
- Pennsylvania Avenue from western terminus with Fred Marquis Pinellas Trail to Hanby Street.
- Hanby Street from Pennsylvania Avenue to Crystal Beach Avenue.
- Georgia Avenue from western terminus to McCosh Avenue
- N. Gulf Drive from Crystal Beach Ave to Ohio Ave

F. Safety

(a) Crash Data

The CONSULTANT will obtain crash data for the most recent three (3) years where data is available. The CONSULTANT will summarize the data by year in tabular form including the following:

Number of crashes – type, location, etc.

- Number of fatalities.
- Number of injuries.
- Property damage – cost (if available).
- Economic loss – cost (if available).

(b) Safety Analysis

Based on the information obtained from the crash data, the CONSULTANT will identify project safety needs associated with the existing and future conditions. The CONSULTANT will use the Highway Safety Manual (HSM) procedures to estimate the safety performance of the Project alternatives.

(c) Lighting Analysis

The CONSULTANT shall perform intersection lighting photometrics per the FDM methodology but will coordinate with the COUNTY to agree upon acceptable illumination criteria. The CONSULTANT shall develop a 1-page LDAR memo summarizing the analysis with a conceptual layout. The analysis will only include intersection of the Fred Marquis Pinellas Trail and Crystal Beach Avenue.

(d) Traffic Operations

The CONSULTANT shall analyze the existing conditions and perform a traffic control evaluation for the Fred Marquis Pinellas Trail/Crystal Beach Avenue intersection.

(e) Signing and Pavement Marking Analysis

The CONSULTANT shall review the typical sections and proposed geometric design alignment. Includes development of special detail sheet(s), if required.

(f) Documentation of Safety Analysis

The CONSULTANT will document the results of the safety analysis in the PER.

G. Utilities Coordination

The CONSULTANT will obtain information regarding existing and proposed utilities within the project limits.

(a) **Utility Coordination**

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

- (b) The COUNTY will provide the UAOs project plans and/or Civil 3D files at the 15% and 45% complete design phases, as drafted by the CONSULTANT. If the project files are larger than UAOs email servers allow (generally 10MB), the CONSULTANT should be responsible for electronic plan and/or Civil 3D file transfer as directed by the COUNTY. At the 15% phase, UAOs will be sent plans and instructed to provide green lines back to the County. This submittal will be used to ensure that all existing utility infrastructure was gathered. During the 45% complete design phase, the UAOs will be instructed to return a set of plans to the

COUNTY showing their utility relocations/adjustments, new facility designs, existing utility facilities to remain and utility facilities to be removed.

- (c) **Utility Adjustment Plans** - The CONSULTANT must prepare utility adjustment sheets as part of the project 45% plan set to show existing public and private utility facilities remain in place, new utility facilities to be constructed and utility facilities to be removed. Utility adjustment plans must be prepared on reproducible copies of the plan and profile sheets. The CONSULTANT is to identify all potential utility conflicts or constructability issues (i.e., OSHA clearance issues with equipment relating to overhead power lines) based on the data provided within the Survey, horizontal and vertical field investigations and information provided by the UAOs. Any Quality Level D utility information received from UAOs should not be incorporated into the plans but will be used for additional Survey or SUE investigation. A preliminary conflict matrix itemizing utility conflicts by UAO must be prepared by the CONSULTANT and submitted to the COUNTY with 45% Plans submittal. The COUNTY must distribute to UAOs. Four weeks on average should be allowed for each UAO to respond with appropriate resolution. During the Final Design Phase (and permitting) of the project, the CONSULTANT must coordinate with the COUNTY and UAOs to determine areas of apparent conflict or constructability concerns and request Subsurface Utility Engineering activities (Conflict Resolution) to confirm whether a conflict exists and to what degree. Utility Adjustment Plans will be finalized during Final Design Phase.

H. Roadway Analysis

(a) Design Controls and Criteria

The CONSULTANT will prepare design controls and criteria for developing Project alternatives and designing initial geometrics and other roadway elements.

(b) Typical Section Analysis and Evaluation

The CONSULTANT will develop the following typical sections for the PER:

1. Asphalt reconstruction limits:

- Pennsylvania Avenue from S. Gulf Drive to terminus with Fred Marquis Pinellas Trail; from Fred Marquis Pinellas Trail to Crystal Beach Ave
- S. Gulf Drive from Maryland Avenue to Crystal Beach Avenue.
- Maryland Avenue from Vincent Street to terminus east of Broadus Street.
- Indiana Avenue from western terminus to Mayo Street and from Vincent Street to eastern terminus.
- Kentucky Avenue from western terminus to Mayo Street and from Vincent Street to 275 feet east of Broadus Street.
- Tennessee Avenue western terminus to Vincent Street and from Broadus Street to eastern terminus.
- Crystal Beach Avenue – road widening, from western terminus to Alt. 19 (Option 1)

- Mangrove Lane from Disston Street to eastern terminus (Option 3)
2. Shell restoration limits to be determine by proposed infrastructure.
 3. Asphalt road restoration and/or milling and resurfacing limits:
 - Mayo Street from Georgia Avenue to Pennsylvania Avenue.
 - Broadus Street from Georgia Avenue to Pennsylvania Avenue.
 - Georgia Avenue from western terminus to McCosh Avenue.
 - Crystal Beach Avenue from western terminus to Alt. US 19 (Option 1).
 - Florida Boulevard from western terminus to McCosh Avenue (Option 2).

The CONSULTANT will use COUNTY Public Works Pavement Guidelines for residential pavement reconstruction and restoration. The CONSULTANT will develop a pavement design for the shell roadway reconstruction. Road's restoration and milling & resurfacing will be done in accordance with COUNTY Pavement Cuts, Excavation and Restoration detail.

Development of typical sections will consider Context Sensitive Solutions and Complete Streets approaches and the needs of Project users.

(c) Geometric Design

The CONSULTANT will perform geometric design using the established Project design controls and criteria. The CONSULTANT will review and consider horizontal alignment and vertical profiles for the proposed roadway improvements. Intersections will be evaluated for ADA and radial return improvements.

(d) Multimodal Accommodations

The CONSULTANT will review, evaluate, and document the location and condition of existing pedestrian, bicycle, and public transit accommodations services within the project limits. This activity includes reviewing existing plans, reports, and studies that outline strategies or define projects associated with alternative modes of travel.

The CONSULTANT will consider trucking, pedestrian, bicycle, golf carts and transit in the development and evaluation of Project alternatives commensurate with the context and a goal of improving overall mobility, access, connectivity, safety and efficiency. Work will include connectivity to public transit on Alternate US 19.

The CONSULTANT will consider and evaluate the existing and anticipated future use of the Project by bicyclists and pedestrians, the potential impacts of the Project alternatives on bicycle and pedestrian travel and propose measures to avoid or reduce adverse impacts to bicyclists and pedestrians that would use the Project. This includes connections to US Postal Office, Crystal Beach Pier, Live Oak Park, Gulf Shore Park and Path and the Fred Marquis Pinellas Trail.

(e) Maintenance of Traffic

The CONSULTANT will evaluate alternatives for constructability and the ability to maintain traffic (vehicular and pedestrian) during construction.

(f) Identify Construction Segments

The CONSULTANT will review project construction staging and construction sequencing.

I. Drainage

The CONSULTANT will perform drainage analysis for the Project Alternatives. The CONSULTANT will incorporate/consider the other related report findings into the PER including studying County-provided records of previous drainage complaints, current continuing drainage problems, records of past COUNTY field visits, existing SWFWMD permit data, FEMA floodplain data, attempted field remedies, and other investigations of local drainage concerns. The CONSULTANT will adhere to requirements in the COUNTY'S Stormwater Manual as it relates to this Project. The drainage will be evaluated for Crystal Beach Base Project Limits, and Option 1 and Option 2.

(a) Drainage (Conveyance)

The CONSULTANT will develop positive conveyance systems (inlets, pipes, and roadside swales) within the study areas to improve conveyance and reduce flooding (10-year design event). Right-of-way needs for proposed outfalls will be evaluated during the conceptual design phase.

(b) Drainage (Water Quality)

The CONSULTANT will develop an existing conditions analysis to document the existing pollutant loading (nitrogen and phosphorus) to historical outfalls (St. Joseph Sound and Avery Bayou). CONSULTANT will consider and discuss with the COUNTY the BMP options prior to developing cost/benefit analysis of selected BMPs. CONSULTANT will perform a cost/benefit analysis for up to two (2) best management practices (BMPs) to reduce the existing pollutant loading (nitrogen and phosphorus) into St. Joseph Sound and Avery Bayou. At least one of the BMPs will include the use of bioswales (LID and/or green infrastructure) and/or a baffle box. If additional BMPs are requested by the COUNTY to be analyzed, the cost of additional analyses will be covered under Contingency Services. CONSULTANT will consider and analyze pervious pavement as an alternative for multi-use trail and sidewalks along Crystal Beach Avenue and Parking Lot at the intersection of Crystal Beach Avenue and N. Gulf Dr. (Option 1). Following the County's selection, the preferred BMP (or combination of others) will be utilized for development of the 15% preferred alternative plans.

(c) Drainage Map Hydrology

The CONSULTANT will delineate the basin boundaries by using existing survey data, LiDAR information, field observations and other data sources.

(d) Sea Level Rise (SLR) Analysis

CONSULTANT will analyze the results of County Flood Resiliency Tool analysis and make recommendations for adaptation strategies to the proposed design. Re-design of system to account for SLR to establish an estimated cost of construction is not required.

J. Environmental Permitting

The CONSULTANT will collect and analyze the following environmental data and prepare an Environmental Document (Technical Memorandum) for inclusion in the PER (as an appendix).

The following environmental data will be collected and analyzed.

(a) Preliminary Project Research

The CONSULTANT will coordinate with U.S. Army Corps of Engineers (USACE) and the Southwest Florida Water Management District (SWFWMD) for pre-application meetings to discuss wetland impacts, mitigation requirements and design and permitting considerations for proposed project improvements. The results of this coordination will be documented for use during the design.

Research regarding state owned lands at the historical outfalls (St. Joseph Sound and Avery Bayou) will be conducted.

CONSULTANT will also coordinate with Tampa Bay Watch to determine if there are future improvements within the Project area.

(b) Wetland Jurisdictional Lines and Assessments

- Determination of landward extent of wetlands and other surface waters as defined in Rule Chapter 62-340, F.A.C. as ratified in Section 373.4211, F.S. and the USACE Interim Regional Supplement to the Wetland Delineation Manual.
- The limits of rooted mangroves and mangrove canopy will also be identified and surveyed.
- Obtain information concerning each wetland including, but not limited to floral species, faunal species, amount, and types of previous disturbance.
- Classify wetlands utilizing U.S. Fish & Wildlife Service's (USFWS) "Classification of Wetlands and Deep-Water Habitats of the United States, 1979" and Florida Land Use cover and Forms Classification System (FLUCCS).
- Evaluate wetland encroachments (qualitative not quantitative comparison).
- Obtain information to generally describe the project area and within the proposed right-of-way limits including common and scientific names for dominant and/or representative species.
- Jurisdictional lines will be surveyed as part of the development of the 45% plans. Formal review and approval by regulatory agencies will be conducted during final design and permitting.

(c) Wildlife Assessment

Wildlife observed in field will be noted as well as what species might be expected to be found based on habitat type, etc. Scientists will identify any "critical habitat" as defined by the USFWS, as well as informally survey the alternatives for federally and state designated endangered and threatened species, individuals, or other positive

indications (nests, burrows, droppings, etc.) of their presence.

(d) Environmental Document

The information gathered will be summarized for inclusion in the Environmental Document (Technical Memorandum) for inclusion on the PER. Items included in this document will include:

- Aerial maps showing the location of approximate jurisdictional wetlands, surface waters, mangrove habitat, seagrass habitat, oyster beds.
- Classification of all wetlands according to the USFWS classification system and FLUCCS.
- Evaluation of effects upon wetland values, hydrology, water quality, sedimentation and erosion, vegetation, etc.
- Qualitative comparison of wetland impacts by drainage outfall alternatives.
- Summary of practicable minimization measures (bridging of wetland areas, selective clearing and grubbing, retention walls, etc.).
- Evaluation of mitigation options including banks.
- A preliminary UMAM analysis will be prepared for all wetland and surface water impacts.
- Protected Species and Habitat Impact Analysis. Evaluation of endangered species, impacts, such as destruction or isolation of habitat, displacement, or degradation of food resources, etc.
- Identification of protected species habitat impact minimization measures, such as avoiding construction during the nesting season, relocating endangered individuals, design modifications, etc.
- Permitting considerations/requirements, mitigation alternatives/costs and impacts per alternative.
- Evaluation of Essential Fish Habitat (EFH) per National Marine Fisheries Service (NMFS) criteria (desktop mapping/research effort).
- Level 1 Contamination review

Environmental staff will meet with the project team, the COUNTY, SWFWMD, FDEP, and USACE for coordination and project execution.

Assumptions:

- Permit application prep and processing is not included

K. Utility Condition Assessment (Sanitary Sewer and Potable Water)

(a) Sanitary Sewer

Within the limits of the Crystal Beach Base Project Limits and Option 1 and 2 as shown on Exhibit 1, the CONSULTANT will perform a utility condition assessment for the existing gravity sanitary sewer system.

The COUNTY has performed CCTV of the sanitary main within the Base Project Limits and Option 1 and 2 as shown on “Exhibit 1”. The CCTV data has been collected using GraniteNet version 3.5x and will be provided (via external hard drive) to the CONSULTANT to perform the sanitary condition assessment.

COUNTY will provide the CONSULTANT with previous work orders performed by County staff to aid with identifying hot spots.

The CONSULTANT will perform a Level 2, MACP video inspection of all sanitary manholes within the Base Project Limits and Option 1 and 2 using a 3D manhole scanner (CUES SPiDER technology). This data will be combined with the COUNTY-provided CCTV data for CONSULTANT’s assessment of the sanitary manhole conditions.

CONSULTANT will be responsible for development of a map & report based upon the assessment denoting all areas where major defects are identified and recommendations for corrective action, together with the identification of any possible inactive service laterals that may be determined via the inspection process.

Final deliverable will be a standalone sanitary sewer system assessment report (appendix within PER). Includes NASSCO condition scoring included in GIS data for each asset (sanitary sewer).

Recommendations for final design will be presented in a phased approach to accommodate COUNTY priorities and budget.

(b) Potable Water

Within the limits of the Crystal Beach Base Project Limits and Option 1 and 2 as shown on Exhibit 1, the CONSULTANT will perform a utility condition assessment for the existing potable water system.

The potable water system evaluation will consist of a comprehensive evaluation of structural issues, water quality, hydraulic efficiency, condition assessment, leakage and age. A hydraulic model in WaterGems will be developed as part of the potable water evaluation.

COUNTY will provide the CONSULTANT with their latest WaterGems model for the Base Project Limits and Option 1 and 2.

COUNTY will provide the CONSULTANT with previous work orders performed by County staff to aid with identifying hot spots.

Final deliverable will be a standalone potable water system assessment report (appendix within PER).

Recommendations for final design will be presented in a phased approach to accommodate COUNTY priorities and budget.

L. Construction and Right of Way Cost Estimates

The CONSULTANT will prepare preliminary Construction and Right of Way Cost Estimates for proposed improvements within the project limits.

(a) Construction Cost Estimates

The CONSULTANT will prepare preliminary probable construction cost estimates for proposed improvements within the Crystal Beach Base Project Limits, Option 1, Option 2 and Option 3 project limits, total overall construction costs and update the probable construction cost estimates for the draft, draft Final, and Final PER submittals.

(b) Preliminary Right of Way Cost Estimates

Based on construction limits and future maintenance considerations, the CONSULTANT will identify any required right-of-way widths (or easements) needed in consideration of the location of drainage facilities or utility relocations.

The CONSULTANT will compare the existing right of way width with the proposed right of way requirements to estimate the amount of right of way that the COUNTY must acquire.

The CONSULTANT will coordinate with the COUNTY's Real Estate staff to review conditions in the study area as they pertain to actual conditions that might impact the cost of right of way acquisition for the Project.

The CONSULTANT will jointly meet with the COUNTY staff prior to the development of right of way cost estimates. The purpose of the meeting is to jointly review the proposed design parameters and the proposed improvements to identify those alternatives for which right of way cost estimates will be developed by the CONSULTANT. The goal is to evaluate the alternatives necessary to comply with PER requirements and to satisfy the evaluation needed for eminent domain considerations for each alternative.

For any property identified for acquisition, produce the Five Factors to determine Reasonable Necessity:

- Alternative Alignments
- Costs
- Safety
- Environmental Impacts
- Long Range Planning

M. Concept Plans for Alternatives

The CONSULTANT will prepare concept plans for viable project alternatives within the Crystal Beach Base Project Limits, Option 1, Option 2 and Option 3 limits.

The following alternatives will be evaluated:

1. Crystal Beach Base Project Limits Alternatives will include:

- Drainage Improvement Alternatives: a cost/benefit analysis for up to two (2) best management practices (BMPs).
- Roadway Improvement Alternatives: asphalt and base restoration and milling and resurfacing for Mayo Street, Vincent Street, and Broadus Street.

2. **Project Option 1 Alternatives** will include:
 - Drainage Improvement Alternatives - removal of existing CMP culverts and replacing with new storm sewer system (ditch bottom inlets, pipe and shallow roadside swales).
 - Corridor pedestrian improvement alternatives: sidewalk on both sides of the roadway and an eight-foot-wide multi-use trail will be evaluated for north and south sides, including pervious pavement alternative for sidewalk and multi-use trail.
 - Conceptual design of Parking Lot at the intersection of Crystal Beach Avenue and N. Gulf Drive; typical section, site layout and preliminary drainage requirements, including a pervious pavement alternative.
 - N. Gulf Drive; milling and resurfacing from Crystal Beach Avenue to Ohio Avenue.
3. **Project Option 2 Alternatives** will include: asphalt and base restoration and milling and resurfacing.
4. **Project Option 3 Alternatives** will include: asphalt and base restoration and milling and resurfacing.

For each alternative the following plans and elements will be included:

The following plans and elements will be included:

- Key Sheet
- Existing and proposed drainage map
- Typical sections (roadway, drainage outfalls and water quality BMPs)
- Preliminary plan
 - Topographic survey background
 - Existing R/W
 - Existing utilities
 - Preliminary roadway geometry (minor labeling)
 - Preliminary intersection geometry (minor labeling)
 - Preliminary drainage layout with minor labeling
 - Critical Cross Sections (critical locations only >10% grade) and Critical driveways with >10% slope with minor labeling (grades are labeled)
- Drainage outfall locations
- Locations of water quality improvement BMPs
- Preliminary estimates of nutrient removals

After developing the viable alternatives, analyzing alternatives, and estimating costs, the Consultant will prepare a matrix which compares the impacts, performance, and costs of the alternatives. Technical memorandum will include summarizing design directives, criteria and permitting and recommendations for most viable alternatives.

The County will select a recommended alternative based on review and analysis of engineering, environmental and public involvement.

N. 15% Plans for Preferred Alternative

Consultant will prepare 15% plans for preferred alternatives for Crystal Beach Base Project, Option 1, Option 2 and Option 3. The following plans and elements will be included:

- Key Sheet
- Existing and proposed drainage map
- General Notes
- Typical sections (roadway, drainage outfalls and water quality BMPs)
- Project Layout Sheet
- Preliminary plan
 - Topographic survey background
 - Existing R/W
 - Existing utilities
 - Preliminary roadway geometry
 - Preliminary intersection geometry
 - Preliminary drainage layout
- Preliminary profile
 - Existing and proposed roadway profiles
 - Drainage trunk system
 - SHGWT
- Conceptual TTCP (preliminary phasing)
- Cross Sections Sheets (every Driveway and critical slopes >10%, minor labeling)
- Drainage outfall locations
- Locations of water quality improvement BMPs
- Preliminary estimates of nutrient removals

Deliverables will be in accordance with 15% Submittal Sufficiency Checklist and will be subject to COUNTY PPT review. The preferred alternative selected by the COUNTY will be presented at public meetings as described in Task 3. The CONSULTANT will finalize the preferred alternative plan by incorporating applicable comments received from the meetings and agreed to by the COUNTY.

O. 45% Plans for Preferred Alternative

The CONSULTANT will prepare 45% plans for the preferred alternatives within the Crystal Beach Base Project Limits, Option 1, Option 2 and Option 3 study limits. The following plans and elements will be included:

- Preliminary Key Sheet
- Preliminary Drainage Map
- General Notes
- Preliminary Typical Section
- Preliminary Project Layout Sheet
- Preliminary Plan and Profile Sheets (existing utilities are shown and labeled)
- Back of sidewalk profiles (if needed, with min labeling)
- Preliminary Intersection Layout/Detail Sheet

- Preliminary Cross Sections (every Driveway and critical slopes >10%, minor labeling – utilities, slopes and grades, driveways)
- Drainage Structures Sheets (minor labeling – structures)
- Conceptual TTCP (preliminary phasing)
- Special Detail Sheets for signing and pavement markings
- Utilities Adjustment Plans

Deliverables will be in accordance with 45% Submittal Sufficiency Checklist and will be subject to COUNTY PPT review.

P. ENVISION Checklist Compliance

The CONSULTANT will use the Envision Checklist as guidance to help implement a more sustainable project. This project will not be submitted for third-party verification or awards program.

TASK 3 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving input from interested and affected persons, groups, business owners, and government organizations regarding the development of the project.

A. Public Involvement Plan (PIP) and Data Collection

The CONSULTANT will prepare a Public Involvement Plan (PIP) to describe the approach for engaging stakeholders to determine community needs and solicit input on proposed improvements. The PIP will be prepared at the onset of the project and outline each element of the public involvement process.

The PIP will include:

- Project Background
- Project Goals
- Identification of Affected Communities
- Identification of Stakeholders
- Specific Outreach Activities

B. Public Engagement

The CONSULTANT will assist the COUNTY in conducting two meetings as follows:

1. 15% Plans – meeting with the Crystal Beach Homeowners Association.
 - a. Consultant will prepare selected alternatives 15% plans for Crystal Beach Base Project, Option 1, Option 2, Option 3 and the following: draft public meeting deliverables/exhibits, display board and (11” X 17” plans)
2. 15% Plans Public Meeting - meeting with general public.
 - a. CONSULTANT will prepare selected alternatives 15% plans for Crystal Beach Base Project, Option 1, Option 2 and Option 3, project

handouts, exhibits, PowerPoint presentation, display boards.

The CONSULTANT will assist the COUNTY in conducting a Public Meeting. It is anticipated that this meeting will occur after recommended alternatives are developed and approved by the COUNTY.

The Public Meeting will include:

- Agenda
- PowerPoint presentation
- Project handouts
- Exhibits/display boards
- Notification letters (By COUNTY)
- Press release and meeting announcements (By COUNTY)
- Response letters to public comments (By COUNTY)
- Staff briefing
- Participation
- Notes

The virtual or in-person Public meeting format will be developed by the CONSULTANT and approved by the COUNTY. The virtual meetings may use GoToWebinar, or other County provided virtual/online platforms in lieu of “in person” public meetings.

Public Involvement Task will be paid as Time and Materials.

The CONSULTANT will participate in a debriefing meeting with the COUNTY staff related to the public meeting.

C. Content Pages for County Website (By COUNTY)

CONSULTANT will provide pertinent project content to the COUNTY for inclusion on the County website.

D. Kickoff Meeting

The CONSULTANT will attend a kick-off meeting to discuss the public involvement phase/approach.

E. Public Involvement Documentation

The CONSULTANT will prepare Comments and Coordination Report which documents public involvement activities conducted and public comments received during development of the PER.

F. Additional Public Involvement Requirements (By COUNTY)

The CONSULTANT will assist COUNTY with preparation of public correspondence, newsletters, and fact sheets as needed. COUNTY will distribute.

TASK 4 PRELIMINARY ENGINEERING REPORT DOCUMENT

The CONSULTANT will prepare the PER and preferred alternative 45% Plans for the Crystal Beach Base Project Limits, Option 1, Option 2 and Option 3. The PER will contain the findings for the elements discussed in the Scope of Services including COUNTY review and revisions.

Draft PER will be provided with the 15% plans submittal.

TASK 5 OPTIONAL SERVICES

Optional Services will be rendered by the CONSULTANT only upon written authorization by the COUNTY. Optional services will include:

1. Subconsultant Advance Plumbing Technology will perform video inspection of the sanitary sewer system's laterals from main line to the Pinellas County right-of-way concurrently with tracing camera head to obtain location of and depth of sanitary sewer laterals. (Will be paid as Lump Sum)
2. Evaluation and recommendation of lateral rehabilitation and/or repair. (Will be paid as Lump Sum)
3. Subconsultant Cumbey & Fair will perform Subsurface Utility Engineering (SUE) designation for 25 Level "A" Test Holes. Underground Utilities Services required for subsurface utility engineering (SUE) to insure there are no utility conflicts between the new improvements and the existing utilities. Level A SUE will confirm pipe locations (horiz. and vert.), pipe size and material type for Pinellas County Utilities. (Will be paid as Time and Materials)
4. CONSULTANT will provide Grants and Funds assistance to the COUNTY as needed per County request. (Will be paid as Time and Materials)

TASK 6 CONTINGENCY SERVICES

When authorized in writing by the COUNTY, the CONSULTANT will furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the Project Scope. The services will not exceed the amount of \$50,000.00.

TASK 7 ADDITIONAL SERVICES

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

V. COMPENSATION

CONSULTANT'S services will commence upon receipt of written notice to proceed issued by COUNTY. For the above-described SCOPE OF SERVICES, the COUNTY will compensate the ENGINEER as detailed below.

| Task Description | Fee Estimate | Fee Type |
|---|---------------------|-----------------|
| Road and Drainage Improvements | | |
| Task 1: Project Requirements | \$38,667.00 | LS |
| Task 2: Engineering Analysis and Considerations | \$739,730.00 | LS |
| Task 3: Public Involvement | \$34,194.44 | T&M |

| | | |
|---|---------------------|-----|
| Task 4: Preliminary Engineering Report Document | \$38,497.00 | LS |
| Subtotal: | \$851,088.44 | |
| Task 5: Optional Services | \$38,509.00 | T&M |
| Subtotal: | \$877,585.44 | |
| Task 6: Contingency Services | \$80,000.00 | |
| Total for Road and Drainage Improvements | \$969,597.44 | |
| Utilities | | |
| Task 1: Project Requirements | \$17,167.00 | LS |
| Task 2: Engineering Analysis and Considerations | \$147,727.00 | LS |
| Subtotal: | \$164,894.00 | |
| Task 5: Optional Services | \$16,980.00 | LS |
| Subtotal: | \$181,874.00 | |
| Task 6: Contingency Services | \$50,000.00 | |
| Total for Utilities | \$231,874.00 | |
| Grand Total for this Scope: | \$1,201,471.44 | |

LS – Lump Sum, T&M – Time and Material

Final Design is not included in this scope of services. Upon completion of PER and 45% Plans for the preferred alternative, the COUNTY may decide to proceed to final design for construction.

It will be determined by the COUNTY what phases or components if any of the project may move forward for Final Design. The COUNTY may negotiate the Final Design of any phases of this project with CONSULTANT. If the COUNTY determines that the project will not be built, the CONSULTANT services will be considered completed and the project closed. No further charges will be made to the project at that time.

The project design will be developed using Pinellas County Kit for AutoCAD Civil 3D software and utilizing Pinellas County current CADD standards for Survey and Civil Engineering.

VI. SCHEDULE

Within ten (10) days after the Notice to Proceed, CONSULTANT will submit to the COUNTY a project schedule showing milestones and deadlines. Periodically, throughout the life of the project, the schedule may be reviewed and adjusted as necessary to incorporate progress to date.

CONSULTANT'S services will commence upon receipt of written notice to proceed issued by the COUNTY. The CONSULTANT will complete the project tasks in accordance with the following schedule:

| Milestones | Schedule Duration |
|--|-------------------|
| Design Criteria Memorandum, Concept Plans and Technical Memorandum | 126 Calendar Days |
| Draft PER and 15% Plans | 252 Calendar Days |

| | |
|-------------------------------|-------------------|
| Draft PER and 45% Plans | 393 Calendar Days |
| Final PER and 45% Final Plans | 525 Calendar Days |

The schedule assumes thirty-five (35) calendar days for COUNTY PPT and QA/QC review at each phase. Any other delays beyond CONSULTANT'S control will be documented in writing by CONSULTANT and submitted to COUNTY for consideration to grant a schedule time extension.

CONSULTANT will respond to the COUNTY'S PPT and QA/QC design review comments in writing and by making corresponding revisions within twenty (20) calendar days from the time comments are received.

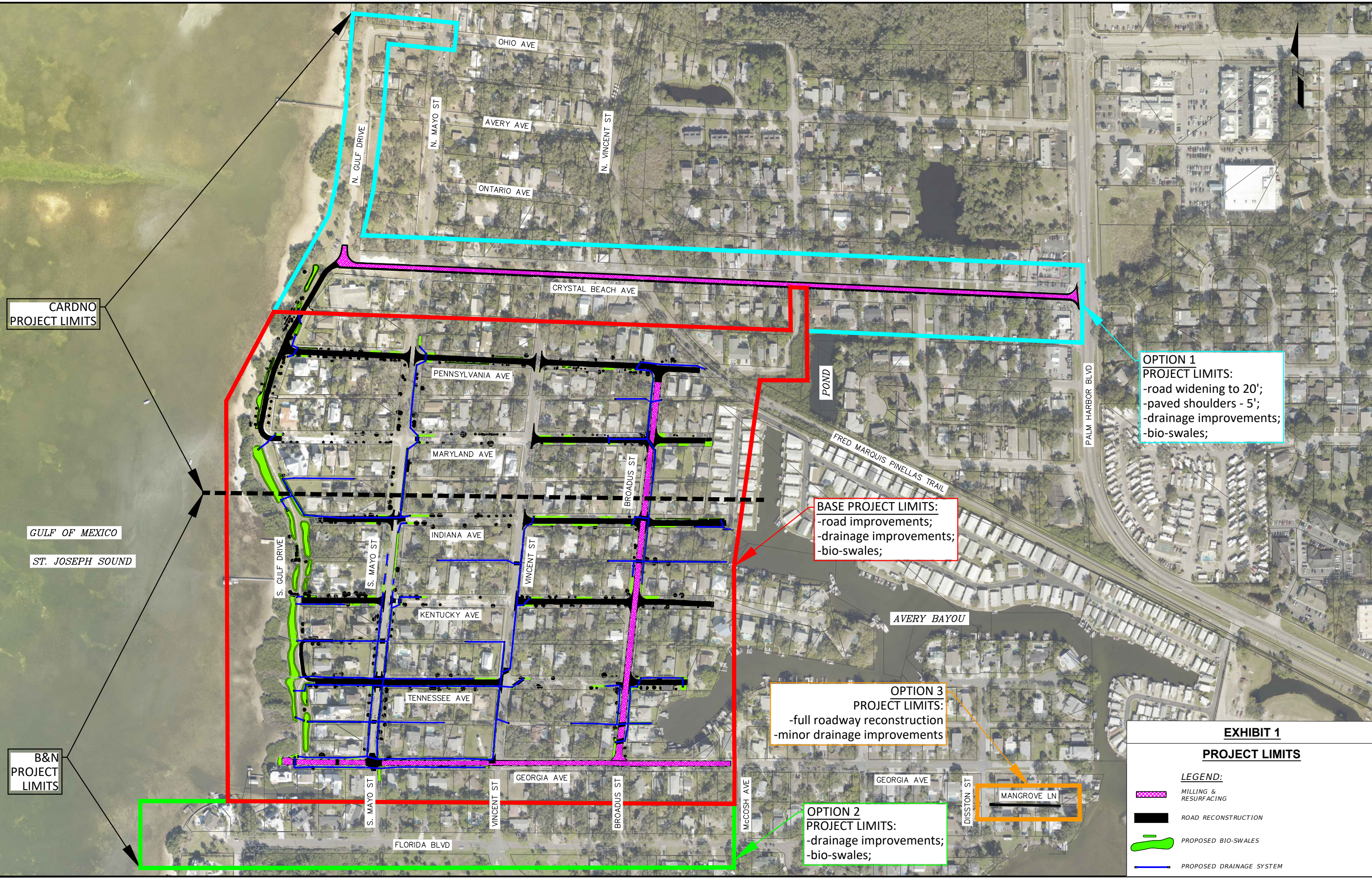
END OF SCOPE

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CARDNO PROJECT LIMITS

GULF OF MEXICO
ST. JOSEPH SOUND

B&N PROJECT LIMITS



OPTION 1 PROJECT LIMITS:
 -road widening to 20';
 -paved shoulders - 5';
 -drainage improvements;
 -bio-swailes;

BASE PROJECT LIMITS:
 -road improvements;
 -drainage improvements;
 -bio-swailes;

OPTION 3 PROJECT LIMITS:
 -full roadway reconstruction
 -minor drainage improvements

OPTION 2 PROJECT LIMITS:
 -drainage improvements;
 -bio-swailes;

**EXHIBIT 1
PROJECT LIMITS**

LEGEND:

| | |
|--|--------------------------|
| | MILLING & RESURFACING |
| | ROAD RECONSTRUCTION |
| | PROPOSED BIO-SWAILES |
| | PROPOSED DRAINAGE SYSTEM |

EXHIBIT B - ATE

ESTIMATE OF WORK EFFORT AND COST

Name of Project: Crystal Beach Drainage and Roadway Improvements
 Client: Pinellas County

Consultant Name: Burgess & Niple, Inc.
 Date: 7/22/2022

| Project Task | Total Staff Hours From "SH Summary - Firm" | Chief Engineer 1 | Project Manager 2 | Senior Eng 1 | Engineer 2 | Engineer 1 | Chief Designer | Senior Designer | Engineer Intern | - | - | - | Hours | Fee | Average |
|---|--|------------------|-------------------|--------------|-------------|-------------|----------------|-----------------|-----------------|---|---|---|-------|--------------|------------------|
| | | | | | | | | | | | | | | By Activity | Cost By Activity |
| Task 1 Project Requirements | 154 | 0 | 77 | 77 | 0 | 0 | 0 | 0 | 0 | | | | 154 | \$33,572.00 | \$218 |
| Task 2 Eng Analysis & Considerations | 2,450 | 49 | 170 | 368 | 368 | 441 | 588 | 245 | 221 | | | | 2,450 | \$418,489.00 | \$171 |
| Task 3 Public Involvement | 50 | 0 | 7 | 9 | 10 | 9 | 15 | 0 | 0 | | | | 50 | \$9,230.00 | \$185 |
| Task 4 Prel Engineering Report Document | 130 | 1 | 15 | 26 | 22 | 34 | 0 | 18 | 14 | | | | 130 | \$22,017.00 | \$169 |
| Task 5 Optional Services | 210 | 0 | 0 | 0 | 8 | 134 | 0 | 0 | 68 | | | | 210 | \$27,534.00 | \$131 |
| Total Staff Hours | 2,994 | 50.00 | 269.00 | 480.00 | 408.00 | 618.00 | 603.00 | 263.00 | 303.00 | | | | 2,994 | | |
| Total Staff Cost | | \$12,850.00 | \$61,332.00 | \$99,840.00 | \$76,704.00 | \$88,374.00 | \$104,319.00 | \$36,820.00 | | | | | | \$510,842.00 | \$171 |

SUBCONSULTANTS (BASIC SERVICES)

| | |
|--------------------------|---------------------|
| CARDNO | \$277,431.00 |
| VALERIN | \$24,964.44 |
| PLACEMAKER DESIGN STUDIO | \$34,300.00 |
| ESA | \$23,048.00 |
| CUMBEY & FAIR | \$0.00 |
| ADVANCED PLUMBING TECH. | \$0.00 |
| DRIGGERS | \$8,037.00 |
| TOTAL | \$367,780.44 |

SUBCONSULTANTS (OPTIONAL SERVICES)

| | |
|-------------------------|--------------------|
| CARDNO | \$0.00 |
| CUMBEY & FAIR | \$10,975.00 |
| ADVANCED PLUMBING TECH. | \$0.00 |
| TOTAL | \$10,975.00 |

SUBCONSULTANTS (SBE BASIC SERVICES)

| | | |
|---------------|--------------------|-------------|
| VALERIN | \$24,964.44 | 2.9% |
| CUMBEY & FAIR | \$0.00 | 0.0% |
| TOTAL | \$24,964.44 | 2.9% |

BASIC SERVICES

| | |
|---|---------------------|
| Task 1 Project Requirements (B&N) | \$33,572.00 |
| Task 1 Project Requirements (CARDNO) | \$5,095.00 |
| | \$38,667.00 |
| Task 2 Eng Analysis & Considerations (B&N) | \$418,489.00 |
| Task 2 Eng Analysis & Considerations (CARDNO) | \$255,856.00 |
| Task 2 Eng Analysis & Considerations (PLACEMAKER) | \$34,300.00 |
| Task 2 Eng Analysis & Considerations (ESA) | \$23,048.00 |
| Task 2 Eng Analysis & Considerations (C&F) | \$0.00 |
| Task 2 Eng Analysis & Considerations (DRIGGERS) | \$8,037.00 |
| Task 2 Eng Analysis & Considerations (ADV PLM) | \$0.00 |
| | \$739,730.00 |
| Task 3 Public Involvement (B&N) | \$9,230.00 |
| Task 3 Public Involvement (VALERIN) | \$24,964.44 |
| | \$34,194.44 |
| Task 4 Prel Engineering Report Document (B&N) | \$22,017.00 |
| Task 4 Prel Engineering Report Document (CARDNO) | \$16,480.00 |
| | \$38,497.00 |
| BASIC SERVICES TOTAL ESTIMATED FEE: | \$851,088.44 |
| Task 5 Optional Services (B&N) | \$27,534.00 |
| Task 5 Optional Services (CARDNO) | \$0.00 |
| Task 5 Optional Services (C&F) | \$10,975.00 |
| Task 5 Optional Services (ADV PLM) | \$0.00 |
| OPTIONAL SERVICES TOTAL ESTIMATED FEE: | \$38,509.00 |
| Task 6 - Contingency Services | \$80,000.00 |
| CONTINGENCY SERVICES TOTAL ESTIMATED FEE: | \$80,000.00 |
| GRAND TOTAL ESTIMATED FEE: | \$969,597.44 |

ESTIMATE OF WORK EFFORT AND COST

Name of Project: Crystal Beach Drainage and Roadway Improvements
 Client: Pinellas County

Consultant Name: Advanced Plumbing Technology
 Date: 7/22/2022

| Project Task | Total Staff Hours From "SH Summary - Firm" | Project Manager | Field Supervisor | Main TV Inspection Operator | TV Inspection Laborer | Main Cleaning Operator | Cleaning Truck Laborer | | | | | | | Hours | Fee | Average |
|--------------------------------------|--|-----------------|------------------|-----------------------------|-----------------------|------------------------|------------------------|--|--|--|--|--|--|-------------|------------------|---------------|
| | | \$200.00 | \$140.00 | \$115.00 | \$90.00 | \$115.00 | \$90.00 | | | | | | | By Activity | Cost By Activity | Rate Per Task |
| Task 2 Eng Analysis & Considerations | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | \$0.00 | #DIV/0! |
| Task 5 Optional Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | \$0.00 | #DIV/0! |
| Total Staff Hours | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | | |
| Total Staff Cost | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | | | | | | | \$0.00 | #DIV/0! |

BASIC SERVICES
 Advanced Plumbing Technology
 Task 2 Eng Analysis & Considerations \$0.00
 Mobilization \$0.00

 \$0.00

BASIC SERVICES TOTAL ESTIMATED FEE: \$0.00

OPTIONAL SERVICES TOTAL ESTIMATED FEE:

Task 5 Optional Services \$0.00
 Mobilization \$0.00

CONTINGENCY SERVICES TOTAL ESTIMATED FEE: \$0.00

GRAND TOTAL ESTIMATED FEE: \$0.00

ESTIMATE OF WORK EFFORT AND COST

Name of Project: Crystal Beach Drainage and Roadway Improvements
 Client: Pinellas County

Consultant Name: Cumbey & Fair, Inc.
 Date: 7/22/2022

| Project Task | Total Staff Hours From "SH Summary - Firm" | SUR Senior Surveyor | SUR Project Surveyor | SUR Survey/GIS/SUE Analyst 3 | SUR Party Chief | SUR Survey Tech 3 | SUR Survey Tech 2 | SUR SUE Tech 3 | SUR SUE Tech 2 | SUR SUE Tech 2 | - | - | - | Hours By Activity | Fee Cost By Activity | Average Rate Per Task |
|--------------------------|--|---------------------|----------------------|------------------------------|-----------------|-------------------|-------------------|----------------|----------------|----------------|---|---|---|-------------------|----------------------|-----------------------|
| | | \$190.00 | \$150.00 | \$105.00 | \$93.00 | \$63.00 | \$47.50 | \$79.50 | \$67.00 | \$67.00 | | | | | | |
| Task 5 Optional Services | 143 | 1 | 4 | 13 | 8 | 8 | 8 | 34 | 67 | 0 | | | | 143 | \$10,975.00 | \$77 |
| Total Staff Hours | 143 | 1 | 4 | 13 | 8 | 8 | 8 | 34 | 67 | 0 | | | | 143 | | |
| Total Staff Cost | | \$190.00 | \$600.00 | \$1,365.00 | \$744.00 | \$504.00 | \$380.00 | \$2,703.00 | \$4,489.00 | \$0.00 | | | | | \$10,975.00 | \$77 |

BASIC SERVICES
 Cumbey & Fair, Inc.
 Task 2 Eng Analysis & Considerations \$0.00

BASIC SERVICES TOTAL ESTIMATED FEE: \$0.00

OPTIONAL SERVICES TOTAL ESTIMATED FEE:

Task 5 Optional Services \$10,975.00
CONTINGENCY SERVICES TOTAL ESTIMATED FEE: \$10,975.00

GRAND TOTAL ESTIMATED FEE: \$10,975.00

ESTIMATE OF WORK EFFORT AND COST

Name of Project: Crystal Beach Drainage and Roadway Improvements
 Client: Pinellas County

Consultant Name: CARDNO
 Date: 7/22/2022

| Project Task | Total Staff Hours From "SH Summary - Firm" | Chief Engineer 1 | Senior Engineer 2 | Engineer 2 | Engineer 1 | Engineering Intern | CADD | Chief Scientist | Sen Env Specialist | Senior Scientist | GIS Specialist | Env Specialist | Scientist | Hours By Activity | Fee Cost By Activity | Average Rate Per Task |
|---|--|------------------|-------------------|--------------|-------------|--------------------|-------------|-----------------|--------------------|------------------|----------------|----------------|------------|-------------------|----------------------|-----------------------|
| | | \$235.00 | \$218.00 | \$175.00 | \$135.00 | \$100.00 | \$90.00 | \$205.00 | \$145.00 | \$140.00 | \$133.00 | \$100.00 | \$90.00 | | | |
| Task 1 Project Requirements | 25 | 12 | 0 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 25 | \$5,095.00 | \$204 |
| Task 2 Eng Analysis & Considerations | 1,782 | 89 | 88 | 535 | 472 | 267 | 178 | 2 | 4 | 9 | 4 | 85 | 49 | 1,782 | \$255,856.00 | \$144 |
| Task 4 Prel Engineering Report Document | 107 | 11 | 5 | 27 | 48 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 107 | \$16,480.00 | \$154 |
| Task 5 Optional Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 | #DIV/0! |
| Total Staff Hours | 1,914 | 112 | 93 | 575 | 520 | 283 | 178 | 2 | 4 | 9 | 4 | 85 | 49 | 1,914 | | |
| Total Staff Cost | | \$26,320.00 | \$20,274.00 | \$100,625.00 | \$70,200.00 | \$28,300.00 | \$16,020.00 | \$410.00 | \$580.00 | \$1,260.00 | \$532.00 | \$8,500.00 | \$4,410.00 | | \$277,431.00 | \$145 |

BASIC SERVICES

CARDNO

Task 1 Project Requirements
 Task 2 Eng Analysis & Considerations
 Task 4 Prel Engineering Report Document

\$5,095.00
 \$255,856.00
 \$16,480.00

 \$277,431.00

BASIC SERVICES TOTAL ESTIMATED FEE:

\$277,431.00

OPTIONAL SERVICES TOTAL ESTIMATED FEE:

Task 5 Optional Services

\$0.00

CONTINGENCY SERVICES TOTAL ESTIMATED FEE:

\$0.00

GRAND TOTAL ESTIMATED FEE:

\$277,431.00

ESTIMATE OF WORK EFFORT AND COST

Name of Project: Crystal Beach Drainage and Roadway Improvements
 Client: Pinellas County

Consultant Name: ESA
 Date: 7/22/2022

| Project Task | Total Staff Hours From "SH Summary - Firm" | Chief Scientist | Sr. Env. Specialist | Env. Specialist | - | - | - | - | - | - | - | - | - | Hours | Fee | Average |
|--------------------------------------|--|-----------------|---------------------|-----------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------------------|------------------|
| | | \$219.00 | \$150.00 | \$130.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | By Activity | Cost By Activity |
| Task 2 Eng Analysis & Considerations | 134 | 52 | 50 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 134 | \$23,048.00 | \$172 |
| Total Staff Hours | 134 | 52 | 50 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 134 | | |
| Total Staff Cost | | \$11,388.00 | \$7,500.00 | \$4,160.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$23,048.00 | \$172 |

BASIC SERVICES

| | |
|--------------------------------------|--------------------|
| ESA | |
| Task 2 Eng Analysis & Considerations | \$23,048.00 |
| | <u>\$23,048.00</u> |

BASIC SERVICES TOTAL ESTIMATED FEE: \$23,048.00

OPTIONAL SERVICES TOTAL ESTIMATED FEE:

| | |
|--|---------------|
| Task 5 Optional Services | \$0.00 |
| CONTINGENCY SERVICES TOTAL ESTIMATED FEE: | \$0.00 |

GRAND TOTAL ESTIMATED FEE: \$23,048.00

ESTIMATE OF WORK EFFORT AND COST

Name of Project: Crystal Beach Drainage and Roadway Improvements
 Client: Pinellas County

Consultant Name: PLACEMAKER DESIGN STUDIO
 Date: 7/22/2022

| Project Task | Total Staff Hours From "SH Summary - Firm" | Landscape Consultant | - | - | - | - | - | - | - | - | - | - | - | Hours By Activity | Fee Cost By Activity | Average Rate Per Task |
|--------------------------------------|--|----------------------|----------|----------|----------|----------|----------|---------|----------|----------|----------|----------|----------|-------------------|----------------------|-----------------------|
| | | | \$140.00 | \$218.00 | \$175.00 | \$135.00 | \$100.00 | \$90.00 | \$205.00 | \$145.00 | \$140.00 | \$133.00 | \$100.00 | | | |
| Task 2 Eng Analysis & Considerations | 245 | 245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 245 | \$34,300.00 | \$140 |
| Total Staff Hours | 245 | 245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 245 | | |
| Total Staff Cost | | \$34,300.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$34,300.00 | \$140 |

BASIC SERVICES
 PLACEMAKER DESIGN STUDIO
 Task 2 Eng Analysis & Considerations \$34,300.00
\$34,300.00

BASIC SERVICES TOTAL ESTIMATED FEE: \$34,300.00

OPTIONAL SERVICES TOTAL ESTIMATED FEE:

Task 5 Optional Services \$0.00

CONTINGENCY SERVICES TOTAL ESTIMATED FEE: \$0.00

GRAND TOTAL ESTIMATED FEE: \$34,300.00

ESTIMATE OF WORK EFFORT AND COST

Name of Project: Crystal Beach Drainage and Roadway Improvements
 Client: Pinellas County

Consultant Name: Valerin
 Date: 7/22/2022

| Project Task | Total Staff Hours From "SH Summary - Firm" | Community Outreach Specialist | Graphic Designer | Multimedia Specialist | | | | | | | | | | Hours | Fee | Average |
|---------------------------|--|-------------------------------|------------------|-----------------------|--|--|--|--|--|--|--|--|--|-------------|------------------|---------------|
| | | | | | | | | | | | | | | By Activity | Cost By Activity | Rate Per Task |
| Task 3 Public Involvement | 187 | 150 | 19 | 19 | | | | | | | | | | 187 | \$22,814.00 | \$122 |
| Total Staff Hours | 187 | 150 | 19 | 19 | | | | | | | | | | 187 | | |
| Total Staff Cost | | \$18,550.40 | \$2,131.80 | \$2,131.80 | | | | | | | | | | | \$22,814.00 | \$122 |

BASIC SERVICES

Valerin
 Task 3 Public Involvement \$22,814.00

BASIC SERVICES TOTAL ESTIMATED FEE: \$22,814.00

OPTIONAL SERVICES TOTAL ESTIMATED FEE:

\$0.00
ESTIMATED DIRECT EXPENSES: \$2,150.44

GRAND TOTAL ESTIMATED FEE: \$24,964.44

ESTIMATE OF WORK EFFORT AND COST (UTILITY ASSESSMENT ONLY)

Name of Project: Crystal Beach Drainage and Roadway Improvements
 Client: Pinellas County

Consultant Name: Burgess & Niple, Inc.
 Date: 8/9/2022

| Project Task | Total Staff Hours From "SH Summary - Firm" | Chief Engineer 1 | Project Manager 2 | Senior Eng 1 | Engineer 2 | Engineer 1 | Chief Designer | Senior Designer | Engineer Intern | - | - | - | Hours | Fee | Average |
|---|--|------------------|-------------------|--------------|------------|------------|----------------|-----------------|-----------------|---|---|---|-------|-------------|------------------|
| | | | | | | | | | | | | | | By Activity | Cost By Activity |
| Task 1 Project Requirements | 74 | 0 | 36 | 38 | 0 | 0 | 0 | 0 | 0 | | | | 74 | \$16,112.00 | \$218 |
| Task 2 Eng Analysis & Considerations | 344 | 7 | 24 | 51 | 52 | 62 | 83 | 34 | 31 | | | | 344 | \$58,771.00 | \$171 |
| Task 3 Public Involvement | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | 0 | \$0.00 | #DIV/0! |
| Task 4 Prel Engineering Report Document | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | 0 | \$0.00 | #DIV/0! |
| Task 5 Optional Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | 0 | \$0.00 | #DIV/0! |
| Total Staff Hours | 418 | 7.00 | 60.00 | 89.00 | 52.00 | 62.00 | 83.00 | 34.00 | 31.00 | | | | 418 | | |
| Total Staff Cost | | \$1,799.00 | \$13,680.00 | \$18,512.00 | \$9,776.00 | \$8,866.00 | \$14,359.00 | \$4,760.00 | | | | | | \$74,883.00 | \$179 |

SUBCONSULTANTS (BASIC SERVICES)

| | |
|-------------------------|--------------------|
| CARDNO | \$66,626.00 |
| VALERIN | \$0.00 |
| CUMBNEY & FAIR | \$0.00 |
| ADVANCED PLUMBING TECH. | \$23,385.00 |
| DRIGGERS | \$0.00 |
| TOTAL | \$90,011.00 |

SUBCONSULTANTS (OPTIONAL SERVICES)

| | |
|-------------------------|--------------------|
| CARDNO | \$0.00 |
| CUMBNEY & FAIR | \$0.00 |
| ADVANCED PLUMBING TECH. | \$16,980.00 |
| TOTAL | \$16,980.00 |

SUBCONSULTANTS (SBE BASIC SERVICES)

| | | |
|----------------|---------------|-------------|
| VALERIN | \$0.00 | 0.0% |
| CUMBNEY & FAIR | \$0.00 | 0.0% |
| TOTAL | \$0.00 | 0.0% |

BASIC SERVICES

| | |
|--|---------------------|
| Task 1 Project Requirements (B&N) | \$16,112.00 |
| Task 1 Project Requirements (CARDNO) | \$1,055.00 |
| | \$17,167.00 |
| Task 2 Eng Analysis & Considerations (B&N) | \$58,771.00 |
| Task 2 Eng Analysis & Considerations (CARDNO) | \$65,571.00 |
| Task 2 Eng Analysis & Considerations (C&F) | \$0.00 |
| Task 2 Eng Analysis & Considerations (DRIGGERS) | \$0.00 |
| Task 2 Eng Analysis & Considerations (ADV PLM) | \$23,385.00 |
| | \$147,727.00 |
| Task 3 Public Involvement (B&N) | \$0.00 |
| Task 3 Public Involvement (VALERIN) | \$0.00 |
| | \$0.00 |
| Task 4 Prel Engineering Report Document (B&N) | \$0.00 |
| Task 4 Prel Engineering Report Document (CARDNO) | \$0.00 |
| | \$0.00 |

BASIC SERVICES TOTAL ESTIMATED FEE:

\$164,894.00

| | |
|------------------------------------|-------------|
| Task 5 Optional Services (B&N) | \$0.00 |
| Task 5 Optional Services (CARDNO) | \$0.00 |
| Task 5 Optional Services (C&F) | \$0.00 |
| Task 5 Optional Services (ADV PLM) | \$16,980.00 |

OPTIONAL SERVICES TOTAL ESTIMATED FEE:

\$16,980.00

| | |
|-------------------------------|-------------|
| Task 6 - Contingency Services | \$50,000.00 |
|-------------------------------|-------------|

CONTINGENCY SERVICES TOTAL ESTIMATED FEE:

\$50,000.00

GRAND TOTAL ESTIMATED FEE (UTILITIES):

\$231,874.00

ESTIMATE OF WORK EFFORT AND COST

Name of Project: Crystal Beach Drainage and Roadway Improvements
 Client: Pinellas County

Consultant Name: Advanced Plumbing Technology
 Date: 8/9/2022

| Project Task | Total Staff Hours From "SH Summary - Firm" | Project Manager | Field Supervisor | Main TV Inspection Operator | TV Inspection Laborer | Main Cleaning Operator | Cleaning Truck Laborer | | | | | | Hours | Fee | Average |
|--------------------------------------|--|-----------------|------------------|-----------------------------|-----------------------|------------------------|------------------------|--|--|--|--|--|-------|-------------|------------------|
| | | \$200.00 | \$140.00 | \$115.00 | \$90.00 | \$115.00 | \$90.00 | | | | | | | By Activity | Cost By Activity |
| Task 2 Eng Analysis & Considerations | 188 | 4 | 33 | 37 | 38 | 38 | 38 | | | | | | 188 | \$20,885.00 | \$111.00 |
| Task 5 Optional Services | 130 | 3 | 23 | 26 | 26 | 26 | 26 | | | | | | 130 | \$14,480.00 | \$111.00 |
| Total Staff Hours | 318 | 7 | 56 | 63 | 64 | 64 | 64 | | | | | | 318 | | |
| Total Staff Cost | | \$1,400 | \$7,840 | \$7,245 | \$5,760 | \$7,360 | \$5,760 | | | | | | | \$35,365.00 | \$111.00 |

BASIC SERVICES
 Advanced Plumbing Technology
 Task 2 Eng Analysis & Considerations \$20,885.00
 Mobilization \$2,500.00

 \$23,385.00

BASIC SERVICES TOTAL ESTIMATED FEE: \$23,385.00

OPTIONAL SERVICES TOTAL ESTIMATED FEE:

Task 5 Optional Services \$14,480.00
 Mobilization \$2,500.00

CONTINGENCY SERVICES TOTAL ESTIMATED FEE: \$16,980.00

GRAND TOTAL ESTIMATED FEE: \$40,365.00

ESTIMATE OF WORK EFFORT AND COST

Name of Project: Crystal Beach Drainage and Roadway Improvements
 Client: Pinellas County

Consultant Name: CARDNO
 Date: 8/9/2022

| Project Task | Total Staff Hours From "SH Summary - Firm" | Chief Engineer 1 | Senior Engineer 2 | Engineer 2 | Engineer 1 | Engineering Intern | CADD | Chief Scientist | Sen Env Specialist | Senior Scientist | GIS Specialist | Env Specialist | Scientist | Hours | Fee | Average |
|---|--|------------------|-------------------|-------------|-------------|--------------------|------------|-----------------|--------------------|------------------|----------------|----------------|-----------|-------------|------------------|---------------|
| | | \$235.00 | \$218.00 | \$175.00 | \$135.00 | \$100.00 | \$90.00 | \$205.00 | \$145.00 | \$140.00 | \$133.00 | \$100.00 | \$90.00 | By Activity | Cost By Activity | Rate Per Task |
| Task 1 Project Requirements | 5 | 3 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | \$1,055.00 | \$211 |
| Task 2 Eng Analysis & Considerations | 433 | 43 | 22 | 130 | 130 | 65 | 43 | 0 | 0 | 0 | 0 | 0 | 0 | 433 | \$65,571.00 | \$151 |
| Task 4 Prel Engineering Report Document | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 | #DIV/0! |
| Task 5 Optional Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0.00 | #DIV/0! |
| Total Staff Hours | 438 | 46 | 22 | 132 | 130 | 65 | 43 | 0 | 0 | 0 | 0 | 0 | 0 | 438 | | |
| Total Staff Cost | | \$10,810.00 | \$4,796.00 | \$23,100.00 | \$17,550.00 | \$6,500.00 | \$3,870.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$66,626.00 | \$152 |

BASIC SERVICES

| | |
|---|--------------------|
| CARDNO | |
| Task 1 Project Requirements | \$1,055.00 |
| Task 2 Eng Analysis & Considerations | \$65,571.00 |
| Task 4 Prel Engineering Report Document | \$0.00 |
| | <u>\$66,626.00</u> |

BASIC SERVICES TOTAL ESTIMATED FEE: \$66,626.00

OPTIONAL SERVICES TOTAL ESTIMATED FEE:

| | |
|--------------------------|--------|
| Task 5 Optional Services | \$0.00 |
|--------------------------|--------|

CONTINGENCY SERVICES TOTAL ESTIMATED FEE: \$0.00

GRAND TOTAL ESTIMATED FEE: \$66,626.00

1. LIMITATIONS ON LIABILITY

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

2. INDEMNIFICATION

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

3. INSURANCE

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

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

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

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

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

- 1) The Consultant shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant

EXHIBIT C - INSURANCE REQUIREMENTS

from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Consultant of this requirement to provide notice.

- 2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

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

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

- 1) Require each subconsultant to be bound to the Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subconsultant;
- 2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract;
- 3) Provide that County will be an additional indemnified party of the subcontract;
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subconsultant except workers compensation and professional liability;
- 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
- 6) Assign all warranties directly to the County;
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subconsultant, prior to the execution of the subcontract, copies of the Contract Documents to which the subconsultant will be bound by this Section C and identify to the subconsultant any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

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

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

EXHIBIT C – INSURANCE REQUIREMENTS

F. 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

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

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

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

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

| | |
|--------------------------|--------------|
| Limits | |
| Each Occurrence or Claim | \$ 5,000,000 |
| General Aggregate | \$ 5,000,000 |

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

EXHIBIT C – INSURANCE REQUIREMENTS

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

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

Limits

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

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

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

(5) Property Insurance Proposer 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: 21-0022-NC(PLU) PROPOSAL TITLE: CRYSTAL BEACH DRAINAGE

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.