

AGREEMENT

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



NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFQ TITLE: Crystal Beach Drainage and Roadway Improvements

RFQ CONTRACT NO. 25-0731-RFQ-CCNA

COUNTY PID NO. 003896A

CONTINUING FIRM: WGI, Inc.

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SECTION 1 - INTENT OF AGREEMENT**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
PUBLIC WORKS DEPARTMENT**

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

WITNESSETH, that:

WHEREAS, Pinellas County, herein referred to as the County, requires professional engineering services associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of Crystal Beach Drainage and Roadway Improvements, 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:

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SECTION 2 - SCOPE OF PROJECT

1. PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

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

All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements.

Required Deliverables

- Civil 3D files and PDF files (eTransmit) of construction plans and for each design phase submittal . The plans shall be provided electronically and digitally signed and sealed by a Professional Engineer certified in the State of Florida.
- All technical specifications required for construction of project.

2. PROJECT PHASES

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

3. CONSULTING RESPONSIBILITIES

1. It is the intention of the County that the consultant is held accountable for its work, including checking and plans review, and that submittals are complete.
2. 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.
3. The consultant represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the County. Primary liaison with the County will be through the consultant's project manager. All of the services required herein will be performed by the consultant or under the consultant's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
4. 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.
5. The consultant shall be responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A Gantt chart schedule showing overall project time frames should also be prepared. These schedules must be submitted for County approval within 10 days of the initial project notice to proceed. These schedules will be used to verify consultant performance in relationship to fees claimed and to allow the County's project manager to monitor the consultant's efforts. The consultant shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated project time frames.
6. The consultant shall respond, in writing, to all review comments made by the County, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

4. GENERAL DESIGN CONDITIONS

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

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2. All design data, plans, and drawings shall be delivered electronically as a PDF and .DXF or .DWG utilizing Civil 3D in accordance with the County's CAD standards. Microsoft Word and Excel originals should be submitted as appropriate. The Consultant shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

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

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

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

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

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. Consultant acknowledges upon termination of this agreement by the County for violation of this section by Consultant, Consultant may not be awarded a public contract for at least 1 year. Consultant acknowledges that Consultant is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

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

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

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

Should Supplier:

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

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

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SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. SERVICES

A. SEE EXHIBIT A – SCOPE OF SERVICES.

2. BIDDING PHASE

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

3. CONSTRUCTION PHASE

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

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for County.
3. Construction Field Observation Services consisting of visits to the site, no more than six visits throughout construction, 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.
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 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. Prepare as-built record drawings, based on as-built survey furnished by the Contractors including significant changes in the work made during construction. The Consultant will provide signed and sealed digital copies of the as-built record construction documents.
11. Transmit certified as-built record drawings and general data, appropriately identified, to the County within 30 days following completion of construction.

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12. 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.
13. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.
14. Document noted defects or deficiencies and assist the County in preparing instructions to the Contractor for correction of noted defects.
15. The Contractor shall provide the Consultant with all the required projects close out material for Consultant's use in the warranty period services.
16. The Contractor shall have prime responsibility in the warranty period for all services herein. The Consultant shall assist, consult, observe review and document as noted.

4. PROVISIONS RELATED TO ALL PHASES

1. The Consultant will investigate and confirm in writing to the County, to the best of the Consultant's knowledge, conformance with all applicable local public and utility regulations.
2. The Consultant will coordinate work designed by various disciplines.
3. The Consultant shall submit to the County design notes and computations to document the design conclusions reached during the development of the construction plans.
 - a. 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.
4. Each set of plans for the project shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the County. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the County.
5. The Consultant shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the project.
6. The County in no way obligates itself to check the Consultant's work and further is not responsible for maintaining project schedules.
7. Other Consultant responsibilities shall be as listed below:
 - a. Provide necessary sealed drawings to obtain building permits or any utility permit.
 - b. Assist the County in Contractor claims and/or litigation.
 - c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the County against claims by suppliers or third parties.

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8. The Consultant must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.
9. All work prepared and/or submitted shall be reviewed and checked by a Consultant (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional Consultant in responsible charge.

5. PERMIT APPLICATIONS AND APPROVALS

1. The Consultant shall prepare all permit applications, data and drawings required for submittal by the County for approval of local, state and federal agencies.
2. The Consultant shall, at no additional cost to the County, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the project.
3. For the purpose of ensuring the timely approval of all permits necessary for the construction of the project, the Consultant shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the project, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.

6. COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

1. The requirements of the various utility services shall be recognized and properly coordinated with the project design.
2. Drainage investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the project.

7. WORK RELATED TO PROJECT CHANGE ORDERS

The Consultant will perform all work required in connection with County project change orders in a timely manner in accordance with the time frames set out in this section. This work may include services in connection with both the development of potential change orders to the project, as well as consideration of submissions by a County contractor, including review of contractor price quote packages for County requested change orders. Change order related services may include, but are not limited to, response to new design requirements or changes in regulatory requirements or field conditions, review of documentation to identify ambiguities, requesting missing or needed information, evaluation of overall impacts to the project, and making recommendations regarding the reasonableness and appropriateness of schedules and costs.

For design work, or other services as assigned, needed in preparation of a potential County change order, Consultant must prepare all documents and materials in sufficient detail and in such a manner that they can be efficiently reviewed by County's contractor for the preparation of a detailed price quote, and so that the contractor's price quote can be expeditiously evaluated for conformance with all stated requirements.

When the County is in receipt of a price quote from a Contractor for a County requested change order, the Consultant must fully review all submitted materials and provide a response in writing recommending acceptance or rejection within 7 calendar days. If the Consultant recommends rejection of the contractor's submittal, the Consultant must provide a detailed written response identifying the specific deficiencies and needed corrections.

All deliverables for work related to change orders must be submitted to the County within 7 calendar days, except that work required in response to a price quote received from a County contractor for a County requested change order must be completed within 5 business days. The County may request an earlier deadline for specific submittals depending on the circumstances, in which case Consultant must use its best efforts to submit deliverables in the time frames requested.

At the County's request, Consultant may be required to apportion proposed change order designs into phased or segmented groups to ensure each proposal can be administratively processed in accordance with County requirements.

In the event Consultant fails to fully comply with the requirements of this section, the Consultant will be liable to the County for damages or expenses resulting from a change order becoming deemed approved by operation of statute.

SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY

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

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

SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

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

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

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

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

2. OPTIONAL SERVICES

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

3. CONTINGENCY SERVICES

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

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

4. ADDITIONAL SERVICES

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

5. INVOICING

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

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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 A).

- 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, Erin Struzzieri.

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

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

SECTION 7 - COMPENSATION TO THE CONSULTANT

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

TASK	COST	BASIS
Task 1: Project Management and Contract Maintenance	\$ 48,855.44	LUMP SUM
Task 2: Project Kick-Off Meeting	\$ 4,253.00	LUMP SUM
Task 3: Data Review, Site Visits and Field Drainage Reviews	\$ 30,540.84	LUMP SUM
Task 4: Project Production Team (PPT) Meetings	\$ 27,080.80	LUMP SUM
Task 5: Stormwater Analysis	\$ 114,342.37	LUMP SUM
Task 6: Design Submittal Requirements, Design Criteria	\$ 201,160.16	LUMP SUM

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Task 7: Roadway Analysis, Signing & Pavement Marking	\$ 106,686.11	LUMP SUM
Task 8: Utility Coordination Support and Subsurface Utility Engineering	\$ 52,952.44	LUMP SUM
Task 9: Utility Relocates and Improvements – Potable Water and Sanitary Sewer	\$ 152,200.20	LUMP SUM
Task 10: Public Engagement & Project Information Meeting	\$ 34,413.84	LUMP SUM
Task 11: Floodplain Resiliency Analysis from Sea Level Rise	\$ 14,283.22	LUMP SUM
Task 12: Environmental and Ecological Services and Permitting	\$ 39,637.68	LUMP SUM
Task 13: 90% & 100% and Final Design Plans	\$ 45,393.28	LUMP SUM
Task 14: Internal Quality Assurance/Quality Control (QA/QC) Plan and Documentation	\$ 35,566.30	LUMP SUM
Task 15: Phase 1 Cultural Resource Assessment Survey (CRAS) Needs Determination	\$ 15,846.49	LUMP SUM
Task 16: Post Design Support	\$ 108,291.25	T&M
TOTAL	\$1,031,503.42	LUMP SUM and T & M

The above fees shall constitute the total not to exceed amount of \$1,031,503.42 to the Consultant for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

- For the **OPTIONAL SERVICES** provided for in the Agreement, as defined in Exhibit A, the County agrees to pay the Consultant as follows:
A Time and Material Fee of \$61,697.40.
- 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 \$100,000.00 for all assignments performed.
- Total agreement not-to-exceed amount **\$1,193,200.82.**
- For any **ADDITIONAL SERVICES**, the County agrees to pay the Consultant a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.
- In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the Consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

SECTION 8 - PERFORMANCE SCHEDULE

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

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

SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

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

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

SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

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

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

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

SECTION 13 - CONSULTANT'S ACCOUNTING RECORDS

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

SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS

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

AGREEMENT**SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION**

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

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

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

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

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

SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 19 - TRUTH IN NEGOTIATIONS

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

SECTION 20 - SUCCESSORS AND ASSIGNS

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

SECTION 21 - INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitation thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party

AGREEMENT

and/or their attorneys, shall be fixed by the proper court at the rate of 5%, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 22 - TERMINATION OF AGREEMENT

1. The County reserves the right to cancel this Agreement, without cause, by giving 30 days prior written notice to the Consultant of the intention to cancel. Failure of the Consultant to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of County. Alternatively, at the County's discretion, the County may provide to Consultant 30 days to cure the breach. Where notice of breach and opportunity to cure is given, and Consultant fails to cure the breach within the time provided for cure, County reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.
2. If County terminates the Agreement for convenience, other than where the Consultant breaches the Agreement, the Consultant's recovery against the County shall be limited to that portion of the Consultant's compensation earned through date of termination, together with any costs reasonably incurred by the Consultant that are directly attributable to the termination. The Consultant shall not be entitled to any further recovery against the County, including but not limited to anticipated fees or profit on work not required to be performed.
3. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.
4. In the event that conditions arise, such as lack of available funds, which in the County's opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

SECTION 23 - AGREEMENT TERM

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for One thousand four hundred sixty (1460) consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 24 - CONFLICT OF INTEREST

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

SECTION 25 - ENTIRE AGREEMENT

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

SECTION 26 - PUBLIC ENTITY CRIMES

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

AGREEMENT

SECTION 27 - PUBLIC RECORDS

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

CONTRACTOR'S DUTY:

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

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

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

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-5139

Email: wharvey@pinellas.gov

AGREEMENT

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION

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

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

For Contractor:

PINELLAS COUNTY, FLORIDA, a

Political subdivision of the State of

Florida, by and through its

Board Of County Commissioners



Chairman

Date: June 16, 2026.



CONSULTANT: **WGI, Inc.**



Authorized Signature

Kimberlee DeBosier, PE

Printed Authorized Signature

ATTEST: Ken Burke, Clerk of the Circuit

Court



Deputy Clerk

Date: June 16, 2026.

Vice President, Transportation

Title Authorized Signature

APPROVED AS TO FORM

By: Miles Belknap
Office of the County Attorney

EXHIBIT A - SCOPE OF SERVICES

ENGINEERING CONSULTING SERVICES
Contract No.: 25-0731-CCNA (PLU)

SCOPE OF SERVICES

DESIGN AND PERMITTING FOR CRYSTAL BEACH DRAINAGE AND ROADWAY IMPROVEMENTS PID 003896A

Prepared for
Pinellas County Public Works
Capital Improvements Division
Stormwater and Parks
14 S. Fort Harrison Avenue
Clearwater, FL 33756

Prepared by

WGI, Inc.
3111 W. Dr. Martin Luther King Jr. Blvd., Suite 400
Tampa, FL 33607

April 20, 2026

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Attachments

ATTACHMENT A – SCHEDULE OF DELIVERABLES

ATTACHMENT B – SUBCONSULTANTS PROPOSALS

ATTACHMENT C – COST BREAKDOWN SUMMARY

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

This Exhibit “A” is part of the agreement known as 25-0731-CCNA dated April 10, 2026, between Pinellas County (hereinafter referred to as the COUNTY) and WGI (hereinafter referred to as the CONSULTANT).

I. PROJECT TITLE

The project title is Crystal Beach Drainage and Roadway Improvements. The project identification (PID) number is 003896A.

II. OBJECTIVE

The objectives of this project are to alleviate flooding, improve water quality (potable water and stormwater), improve roadway conditions, upgrade potable and sanitary sewer systems, and implement green infrastructure. Modifications to the existing drainage system shall be made to better serve the current conditions within the Crystal Beach project limits. The CONSULTANT shall provide design reports, plans, and specifications, and all other professional engineering services that may be required to perform full and final design work and post design services.

III. PROJECT DESCRIPTION AND BACKGROUND

The Crystal Beach project area is located within the Sutherland Bayou and Clearwater Harbor North watersheds. The project area is tidally affected and lies within several of the Federal Emergency Management Agency (FEMA) Flood Zones including Zone AE, Zone VE and Zone X, as well as the Pinellas County Floodplain – Coastal 100-Year zone. Most of the roads and surrounding land is flat with very little elevational relief. A drainage divide exists that diverts stormwater runoff to the east (Avery Bayou) and the west (St. Joseph’s Sound). The Crystal Beach neighborhood is a mix of small, old timey coastal Florida homes and larger, modern homes, with minimal stormwater infrastructure.

The COUNTY has been receiving flooding complaints from the Crystal Beach community as far back as 2008. Several complaints about the condition of the roads have also been received over the past several years. In 2008, the Pinellas County Public Works developed preliminary plans to address these issues. However, the project was not completed due to insufficient funding.

In September 2018, the Board of County Commissioners approved funds to complete a Project Development and a Preliminary Engineering Study for this area. The study referenced the 2016 Crystal Beach Community Overlay (Ordinance 16-55, Exhibit 5) to ensure the elements of the project would be consistent with the community vision. Important elements of the plan include preserving the community’s natural and historic features, mangrove and estuary habitats, and maintaining the coastal “Old Florida” character of the community.

A public information meeting was held in 2019, at which the COUNTY received conflicting opinions from the community. The coastal neighborhood has experienced private re-development of single-family homes that clash with the old-Florida coastal characteristics of the original community. In 2022, the COUNTY began a Preliminary Engineering Report (PER) that included 30% design plans. Hurricanes Helene and Milton in 2024 resulted in major tidal storm surge flooding and stormwater runoff flooding, respectively. A project location map is shown below in Figure 1.



FIGURE 1: PROJECT LOCATION MAP

IV. PROJECT SCOPE OF WORK

The scope of work includes, but is not limited to, drainage, roadway and utility analysis, water/wastewater utility relocations (as necessary), environmental permitting, public engagement, 30% design through final design plans, bid support documents, and post design services as described below.

All deliverables shall be in electronic format unless otherwise specified. The CONSULTANT shall provide a Schedule of Deliverables as Attachment A.

Task 1 Project Management and Contract Maintenance

The CONSULTANT shall provide monthly updates, including progress status and project schedule updates via email. The CONSULTANT shall attend project status meetings every month, for a total of 18 project status meetings. Nine meetings will be virtual and nine will be in-person. The CONSULTANT shall coordinate the availability of the project team (internal and external team members), with the COUNTY, and schedule the meetings. All meetings shall include an agenda, list of attendees and documents pertaining to the agenda items. The CONSULTANT will provide project and contract management for the duration of the project. This will include, but is not limited to, the preparation of project documents and filing systems for the project such as contract documents, sub-consultant agreements, meeting action items, project schedule and deliverables list. CONSULTANT will prepare project invoices, schedules and progress reports each month, as detailed in SECTION VII – INVOICING

Deliverables: *Invoices, revised schedule, monthly progress reports*
Agendas with attendance list, meeting minutes, list of action
items

Meetings: *Eighteen (18) monthly project design status meetings*

Task 2 Project Kick-Off Meeting

Within two weeks after a Notice to Proceed (NTP) has been issued, the COUNTY and CONSULTANT will participate in an in-person kick-off meeting to discuss the flow of information, review the project objectives, scope, and schedule. The CONSULTANT will prepare an agenda with an attendance list, and meeting summary listing action items and decisions.

Deliverables: *Agenda, attendance list, minutes*

Meetings: *One (1) in-person kick-off meeting*

Task 3 Data Review, Site Visits and Field Drainage Reviews

The CONSULTANT shall review the PER, 15% design plans, and other project information provided by the COUNTY to assist with the design, permitting and post-design services. The CONSULTANT shall download the 2025 version of the County's AutoCAD Civil 3D Kit.

The CONSULTANT will research and review existing information such as permits, as-built plans, design documentation, survey data and other pertinent information regarding the project location available from typical industry resources and the COUNTY. Upon review of all existing project documentation, CONSULTANT shall identify further subsurface utility engineering (SUE) investigation needs, additional geotechnical investigation, and any other investigation to determine the best methodology for the design.

The COUNTY will provide (as available):

- County stormwater inventory GIS data
- 2025 Preliminary Engineering Report (PER) including all attachments, calculations, and supporting reports
- 2018 Boundary Topographic Survey (DTM, ACAD files, pdf)
- 15% Design Plans
- Geotechnical Reports
- Green Infrastructure Alternative Analysis and Recommendations
- Potable Water Assessment Report (April 2025)
- Appendix J of 2025 PER – Wastewater Assessment Report
- Utility base model files
- Ecological data (in PER)
- Wetland and surface water limits delineations
- Pavement Design Technical Memo

The CONSULTANT shall conduct up to two (2) site visits with the COUNTY. The COUNTY will schedule the meetings after coordinating with the CONSULTANT. The CONSULTANT shall conduct two (2) field drainage reviews. The field drainage reviews are expected to occur during the data review phase, on a wet weather day, and during the 60% design phase.

Deliverables: *Emails summarizing site visits (including decisions and action items, attendance list)*

Meetings: *Four (4) Site Visits*

Task 4 Project Production Team (PPT) Meetings

The CONSULTANT shall attend four (4) PPT/QC Review meetings associated with the 30%, 60%, 90% and 100% design phases. These meetings will occur after the responses to the comments have been reviewed by the project team. The meetings will be scheduled by the COUNTY after coordinating with the CONSULTANT.

Deliverables: *Responses to QC Review comments (COUNTY will provide spreadsheet)*
Agenda, attendance sheet, minutes, list of action items

Meetings: *Four (4) PPT/QC review meetings*

Task 5 Stormwater Analysis

Task 5.1: Stormwater Hydrologic & Hydraulic (H&H) Modeling

The CONSULTANT will create a project-specific, sub-watershed existing conditions model (ECM) and proposed conditions model (PCM) using Stormwise (formerly known as ICPR version 4). A critical storm/critical duration analysis will be performed including the 10-year, 25-year and 100-year/24-hour events. The models will be developed with sufficient level of detail in the project area to evaluate the effectiveness of the proposed improvements in reducing the level and duration of flooding. Appropriate rainfall data and tailwater assumptions will be established in accordance with Pinellas County Stormwater Manual and the Pinellas County Sea Level Rise and Storm Surge Vulnerability Assessment 2022.

Model development will include processing of basin data (topography, soils, land use, existing plans), delineations of subbasin areas, and development of a node-link network. Model simulation will be executed along with an error, warning, stability review of the refinements. GIS data related to the modeling will be captured in a standard ICPR compatible geodatabase format (non-SWFWMD GWIS). For various BMP's that require percolation/infiltration, a 2-D groundwater model will be developed to model their effectiveness.

Utilizing data from Streamline Technology's data center, verification will be performed referencing historic data from past hurricanes such as Ian, Helene and Milton, as well as other significant tidal events.

Referencing the results of the critical storm/critical duration analysis, a level of service assessment will be performed for the proposed drainage infrastructure to confirm deficiencies and support identification of improvement needs.

COUNTY LEVEL OF SERVICE (LOS) FOR STORMWATER MANAGEMENT

County's LOS	
100 yr / 24 hr	No structural flooding (business or residential)
25 yr / 24 hr	Flooding contained within ponds and channels
10 yr / 24 hr *	No street flooding on County maintained streets

*The allowable spread width is per the FDOT drainage manual and Greenbook

* The HGL shall be below the curb inlet elevations (flooding contained within pipes)

A technical memorandum explaining model development and execution methodology, summarizing model results (tabular and exhibit summaries), discussing stability issues (if any), and a clear basis for assessing proposed improvements for flood protection will be provided.

Deliverables: *Draft and final technical memorandum*
 Stormwise Model and geodatabase
 Agenda, attendance sheet, minutes, list of action items

Meetings: *One (1) virtual meeting*

Task 5.2 Model Peer Review Coordination

The CONSULTANT shall coordinate with the COUNTY and a third-party consultant (to be hired by the COUNTY) who will perform a peer review on both the existing and proposed conditions modeling efforts. Peer review will be performed on the existing conditions model prior to the creation of the proposed conditions model. This coordination shall include model file sharing, responses to peer review comments, model revisions as necessary, and a technical memo summarizing the work effort that resulted from the peer review. The CONSULTANT shall also prepare and provide a model ledger that explains all of the refinements and their respective sources and results (including a high-level summary, in geodatabase form and/or notes, of what changes were made to the model, to what (node-basin-link), and why, etc.).

The estimated duration for the third-party peer review is 30 calendar days, and the estimated duration of the CONSULTANT'S time for this task is 45 calendar days.

Deliverables: *Responses to review comments*
 Revised Stormwise model and geodatabase
 Technical memorandum including model ledger
 Agenda, attendance sheet, minutes, list of action items

Meetings: *Two (2) virtual meetings*

Task 5.3 Green Infrastructure and Water Quality Treatment

The CONSULTANT will review and assess the information in the Green Infrastructure Alternative Analysis & Recommendations Report, provided by Burgess & Niple, dated July 2025. The CONSULTANT shall consider incorporating green infrastructure wherever roadway improvements are proposed as a means to satisfy the COUNTY's water quality treatment requirements. Green infrastructure may include, but is not limited, to bioswales with ditch blocks and bio-active media. Water quality treatment benefits of the green infrastructure shall be quantified using BMPTrains to ensure minimum net improvement is achieved. Recommendations in the Green Infrastructure Alternative Analysis & Recommendations Report shall be used as a starting point in the green infrastructure design assessment.

The CONSULTANT shall provide a brief technical memo summarizing the green infrastructure review and recommendations. The final tech memo will also be included in the final Basis of Design Report.

Deliverables: *Draft tech memo*
 Final tech memo
 Agenda, attendance sheet, minutes, list of action items

Meetings: *One (1) virtual meeting*

Task 6 Design Submittal Requirements, Design Criteria

Submittal Requirements and Design Criteria

All proposed improvements shall comply with the Crystal Beach Community Overlay, which was provided with the invitation to bid documents.

The CONSULTANT shall develop and provide the COUNTY with 30%, 60%, 90% and 100%/Final Plan submittals. CONSULTANT shall reference ATTACHMENT B – Design Submittal Checklist for Submittal Requirements. AutoCAD files shall be provided with every plan submittal. The horizontal alignment or plan portion of the plans shall include as a minimum: entire mainline baseline and/or centerline of construction with the existing topography; existing right-of-way limits, begin and end project limits and horizontal geometrics. The design plans shall be produced on 24" x 36" at a scale of 1" = 20'. The vertical alignment or profile grade shall also be plotted in the profile portion (lower half of sheet). The proposed profile shall indicate respective geometric controls such as length of vertical curves, vertical points of intersections, and percent grades. Existing ground line shall also be shown as a reference in the profile portion. The profile stationing shall depict formats with beginning and ending stations with intermediate tick marks matched with the plan portion along the alignment, or as close as possible in curved alignments. Profile scale should be the same as is for horizontal but 10% of the horizontal assigned for vertical. (e.g., Plan: 1" = 40'; Profile: 1" = 40' Horizontal and 1" = 10' Vertical). Cross drains, seasonal high water and mean high water elevations shall be shown in the profile. Site benchmarks shall be clearly marked including vertical and horizontal control coordinates.

Plan/Profile Views and Cross Section Design Files

The CONSULTANT shall establish and develop plan and profile views and cross section design files in accordance with the 2025 version of the Pinellas County Civil 3D AutoCAD Kit and FDOT Plans Preparation Manual. Cross sections intervals shall be every 50 feet and as needed at special sections for detail. Cross sections shall include existing and proposed utilities, cut/fill quantities per cross section and total cut and fill quantities for the entire project, right of way / easement lines, top of bank, toe of slope, seasonal high and mean high water elevations.

Task 6.1 Tree Inventory, Rating, and Disposition Analysis

The CONSULTANT shall review and verify the tree inventory, disposition table, and tree impact analysis as provided in the PER and 15% design plans.

All tree inventory, rating, and disposition analysis updates (as needed) shall be limited to the trees located within or immediately adjacent to areas of proposed ground disturbance, or areas that may be impacted by construction materials/equipment. Data to be verified (and collected for trees that were not inventoried) includes species identification, diameter at breast height (DBH), critical root zone (CRZ), tree rating category per execution of the Pinellas County Ordinance Article XIX of Chapter 58, titled "Tree Protection", protected, and removed. Tree rating shall be conducted under the supervision of an ISA Certified Arborist. The tree inventory and disposition table shall be an Excel spreadsheet, GIS file,

and plan sheets, and contain the tree species, DBH, condition, coordinates from the topo survey, column for station offset, “remove”, and “TPZ” (tree protection zone diameter).

The CONSULTANT shall provide a revised tree inventory and disposition table in an EXCEL spreadsheet, GIS files, and plan sheets.

The tree impact analysis technical memorandum shall include canopy coverage impact estimates based on DBH measurements (i.e., 1” DBH = 1’ canopy radius), and tree mitigation strategies associated with the proposed improvements. Tree mitigation will be calculated per execution of the Pinellas County Ordinance Article XIX of Chapter 58, titled “Tree Protection”. Even though the ordinance specifically exempts street trees, those mitigation methodologies shall be implemented for all trees within County right of way (a.k.a. street trees). The tree impact analysis (includes canopy coverage reduction and tree mitigation) shall include a summary of trees to be removed, their associated canopy area reduction and a recommended mitigation plan to restore loss of canopy.

The CONSULTANT shall include a summary of the tree and canopy impacts in the Basis of Design Report.

A CRZ buffer of three (3) times the DBH plus ½ the DBH shall be used to identify impacts, trees for protection, removal, and areas for alternative construction methods (BMPs, root protection, etc.). The COUNTY project manager will provide guidance on this task.

CONSULTANT should assume that non-native and nuisance invasive trees will be removed from the public right-of-way portion of the project limits, unless opposed by abutting property owner.

*Deliverables: Tree inventory and disposition table, GIS files, plan sheets
 Final table, GIS files, plan sheets and tech memo
 Updated Basis of Design Report*

Specifications, Bid Quantities and Engineering Opinion of Probable Construction Costs (EOPCC).

CONSULTANT shall prepare and provide specifications for all pay items that are not in the Pinellas County Supplemental Specifications For Roadway and General Construction (January 2025). CONSULTANT shall prepare bid quantities that include all bid items that comprise the project design. Bid items shall include reference to applicable COUNTY and FDOT Measurement and Payment items. The CONSULTANT shall provide an EOPCC at the 30%, 60%, 90% and 100% design submittals. EOPCC shall separate the utilities work from the roadway and drainage work. The COUNTY shall provide a template for the EOPCC.

Final bid quantities shall be submitted with the final design submittal. Construction costs are to be based on the most current costs obtained from the COUNTY’S 6-month averages (provided by the COUNTY) and FDOT Construction Contract History and as confirmed by the COUNTY. When used, FDOT Area 8 Average unit prices shall be increased by 25%.

The 30%, 60%, 90%, 100% and Final Plan submittals will be reviewed by the County and comments provided to the CONSULTANT for responses. The COUNTY shall provide acceptance of the responses (or rejection and additional comments) and advise the CONSULTANT to proceed with plan revisions.

Task 6.2 Basis of Design Report

The CONSULTANT shall prepare and submit to the COUNTY a Basis of Design Report (BODR), which shall include the design criteria, as well as drainage and roadway design elements. The BODR shall describe the criteria and parameters utilized in the development of roadway and drainage design. The report shall include, but is not limited to, the following components : design notes; data, and calculations to document the design conclusions; requirements of FDEP, SWFWMD, USACE, FDOT, and Pinellas County Stormwater Manual (2024 version); other stormwater-related criteria in the COUNTY’s Code of

Task 7 Roadway Analysis, Signing and Pavement Marking

The CONSULTANT shall prepare, document, design, and analyze roadway improvements and plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. Only roads with existing typical sections that include lane widths that support two-way traffic shall be resurfaced /reconstructed as proposed two-way roads (Crystal Beach Avenue, only).

Typical Section Package – The CONSULTANT shall provide an approved Typical Section Package prior to the 60% design plans submittal.

Roadway Typical Section Elements to consider for inclusion within the existing right-of-way are as follows:

- 25 mph posted speed & design speed
- Two-way undivided roadways (9' to 10' lanes)
- 5' sidewalks (meeting ADA requirements)
- 2' grass shoulders
- Shallow drainage swales

Pavement Design Package – CONSULTANT will verify the pavement design using information provided in the Pavement Design Technical Memo. There are three (3) proposed pavement designs. The list below is subject to change based on the limits of the drainage and utility improvements, as well as budget constraints.

- 1) Asphalt Milling and Resurfacing
 - a. Georgia Ave
 - b. Broadus St
 - c. Crystal Beach Ave
- 2) Shell Surface Rehabilitation
 - a. Maryland Ave blocks (East & West)
 - b. East Indiana block
 - c. East Kentucky Ave block
 - d. Central Tennessee Ave block
- 3) Full Asphalt Pavement Reconstruction
 - a. East Pennsylvania Ave block
 - b. West Indiana Ave block
 - c. West & East Tennessee Ave blocks
 - d. S. Gulf Blvd

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

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

Temporary Traffic Control Plan (TTCP) Analysis – The CONSULTANT shall design a safe and effective Temporary Traffic Control Plan (TTCP) to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of the roadways' ingress and egress to existing property owners and businesses, routing, signing and pavement markings, detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit agency features (bus stops, etc.), and traffic monitoring sites.

Special consideration shall be given to the construction of the drainage and utility systems when developing the construction phases. Positive drainage must be maintained at all times (the CONSULTANT may need to provide a temporary drainage design). The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities.

The TTCP shall be prepared by a certified designer who has completed training as required by the Florida Department of Transportation. Every effort shall be made to maintain signal detection throughout the life of the construction. The type of detection and the location shall be included in the TTCP.

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

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

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

Signing & Pavement Marking – The CONSULTANT shall prepare Signing and Pavement Marking plans for all applicable roads. Sign panels are expected on 12 separate roadblocks.

Task 8 Utility Coordination Support and Subsurface Utility Engineering

Task 8.1 Utility Coordination

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

The COUNTY must provide the UAO's project plans and/or AutoCAD Civil 3D files at the 30%, 60%, 90% and 100% complete design phases, as drafted by the CONSULTANT. Green line markups shall be requested with updated 30% plans. If the project files are larger than UAO's email servers allow (generally 10MB), the CONSULTANT should be responsible for electronic plan and/or Civil 3D file transfer as directed by the COUNTY. During the 60% complete design phase, the UAO's will be instructed to return a set of plans to the COUNTY showing their utility relocations/adjustments, new facility designs, existing utility facilities to remain and utility facilities to be removed. The COUNTY's

and CONSULTANT's utility coordination responsibilities will continue throughout the design process to assist with resolving potential utility conflicts.

Deliverables: 30%, 60%, 90% and 100% complete design phases

Green line markups request to UAO's

Task 8.2 Utility Adjustment Plans

The CONSULTANT must prepare utility adjustment sheets as part of the project plan set to show existing public and private utility facilities to remain in place, new utility facilities to be constructed and utility facilities to be removed. Utility adjustment plans must be prepared on screened reproducible copies of the plan and profile sheets, cross section sheets, drainage structure sheets and signalization plans if applicable.

The CONSULTANT shall identify all potential utility conflicts or constructability issues (e.g., OSHA clearance issues with equipment relating to overhead power lines, other underground clearance concerns) based on the data provided within the survey, horizontal and vertical field investigations and information provided by the UAO's. The 100% design review submittal must include final utility adjustment plans that reflect the final disposition of all public and private utilities. Any subsequent utility conflicts are to be resolved, and all final design revisions completed at the final design submittal.

Deliverables: Utility Adjustment Sheets

Identify all potential utility conflicts or constructability issues using a conflict matrix

Task 8.3 Utility Coordination Meetings

The CONSULTANT must attend utility coordination meetings to be held after the 60% and 90% design submittals. The meetings will be held around 30-45 days after notification to utility agencies. The COUNTY will be responsible for organizing these meetings. The COUNTY will prepare formal correspondence, and issue project plans and Auto CAD Civil 3D files as outlined above. The COUNTY shall moderate the meeting.

The CONSULTANT shall discuss the project design (roadway, sidewalk, drainage, etc.) with particular emphasis on potential utility conflicts and constructability concerns. The CONSULTANT shall prepare and distribute detailed minutes to all attendees. Representation at the meeting should consist of internal COUNTY stakeholders, CONSULTANT engineering staff and UAO's with facilities located and/or planned within the project limits.

The CONSULTANT must coordinate with the COUNTY and UAO's to determine areas of apparent conflict or constructability concerns and request Subsurface Utility Engineering (SUE) activities to confirm whether a conflict exists, and to what degree. The COUNTY will perform all SUE work and survey.

A conflict matrix itemizing utility conflicts by company shall be prepared by the COUNTY and reviewed by the CONSULTANT. The COUNTY shall distribute the matrix to necessary UAO's. Four weeks on average should be allowed for each UAO to respond with appropriate resolution.

The COUNTY will transmit the necessary legal documents to each UAO as required for relocation of private utilities. The construction contractor will be responsible for obtaining a utility right of way permit (as applicable) and providing construction schedules.

Deliverables: 30%, 60%, 90%, 100% and Final utility adjustment plans, pdf and AutoCAD file (to be included in the respective design phase plan submittals)

SUE request (via email and marked up plan sheets)

*Comments on utility conflict matrix
Agenda, attendance sheet, minutes, list of action items*

Meetings: Two (2) utility coordination meetings

Task 9 Utility Relocates and Improvements – Potable Water and Sanitary Sewer

The CONSULTANT shall coordinate with the COUNTY to include all relevant modeling for necessary water and wastewater utility relocations and improvements in the design submittals. Utility relocations/improvements will be reviewed at the same time overall design is reviewed, and comments will be collected on a single excel spreadsheet. It is assumed that the utility relocations and improvements will be provided in the overall 30%, 60%, 90%, 100%, and final design plans and not be a separate design submittal. It is intended that utility post-design services will be performed in concert with post design services for the overall project.

When Pinellas County Public Works Supplemental Specifications for Roadway and General Construction (January 2025) are not used, a measurement and payment section shall be developed for relevant pay items.

Task 9.1 Potable Water Utilities

The CONSULTANT shall review the April 2025 Potable Water Assessment Report and analyze the design for the potable water system shown in the draft 15% design plans to develop the 30%, 60%, 90%, 100%, and final design plans, including relevant modeling, detailed specifications, and construction drawings ensuring compliance with local, state, and federal regulations. The CONSULTANT shall conduct two (2) site visits to analyze the potable water and sanitary sewer systems.

The following is an estimated summary of potable water improvements and their locations. If additional potable water improvements are needed, the COUNTY will discuss using Task 20 – Contingency Services (Utilities) with the CONSULTANT.

- Along S. Mayo Street, a 6-inch water main and 2-inch water main run parallel from Pennsylvania Avenue to Tennessee Avenue. At each intersection with roads running east-west (5 total), the 6-inch water main decreases to 2-inch in GIS and increases to 6-inch on the other side of the intersection. It was confirmed by the COUNTY that the 2-inch water main exists at these five intersections.
- Replace the existing 2-inch with 6-inch PVC at these five (5) intersections (100 linear feet per intersection, 500 linear feet total).
- Provide approximately 350 linear feet of new 6-inch water main along Kentucky Avenue east of Broadus Street, including one (1) fire hydrant with automatic blow off. New 6-inch water main will be connected to existing 2-inch and 8-inch water mains.
- CONSULTANT will provide the following recommended water age improvements:
- Relocate existing service connections on S. Mayo Street between Pennsylvania Avenue and Georgia Avenue from existing 2-inch water main to the existing adjacent 6-inch water main. COUNTY to provide CONSULTANT with all existing 2-inch connection locations.
- Relocate existing service connections on Point Seaside Drive from existing 6-inch water main to the existing adjacent 8-inch water main. Includes installation of automatic flushing device at the

- dead end.
- COUNTY to provide CONSULTANT with all existing 6-inch connection locations.
- Provide approximately 100 linear feet of new 2-inch water main along Florida Boulevard to connect to existing 2-inch water main on McCosh Avenue.
- Provide approximately 300 linear feet of new 8-inch water main along S. Mayo Street between Georgia Avenue and Florida Boulevard. Existing 8-inch cast iron water main will remain in place and filled with grout.

CONSULTANT will update the COUNTY's WaterGem model to reflect the proposed improvements.

The CONSULTANT shall obtain a Department of Health (DOH) approval for a utility permit. The CONSULTANT shall provide the appropriate permit forms to obtain COUNTY signatures where necessary. The CONSULTANT shall submit permit applications (or exemption requests), plans, calculations, and any required documents to the DOH for review and approval. The CONSULTANT shall make changes to the construction documents as required to obtain the necessary approval and permit.

All plans, calculations, and background documentation shall be submitted to the COUNTY along with the associated permit forms for signature by the COUNTY. A minimum of seven (7) calendar days shall be reflected in the CONSULTANT's schedule for the review and signature by the COUNTY, prior to submittal to the DOH. The CONSULTANT shall name the COUNTY project manager as an additional contact person, and coordinate all correspondences to the DOH with the COUNTY.

Florida Department of Environmental Protection/Department of Health (DOH): The CONSULTANT shall submit all required documents necessary to obtain the following permit approvals from the Department of Health (DOH):

- Notice of Intent (NOI) to Use the General Permit for Construction of Water Mains

The CONSULTANT shall utilize the Pinellas County Utilities and Public Works specifications, as applicable, for the projects. If there is an element of the design without a Pinellas County Utilities or Public Works standard technical specification, the CONSULTANT shall develop a supplemental technical specification. The CONSULTANT shall identify and relocate utilities as necessary and coordinate with relevant authorities to obtain necessary permits.

The permits and standard technical specifications references for Task 7.1 are shown below.

- 62-555.900_1 – Application for a specific permit to construct PWS components
- Pinellas County Public Works Supplemental Specifications for Roadway and General Construction (January 2025)
- Pinellas County Utilities Standard Technical Specifications for Utilities and Related Construction (June 2018)

Refer to Task 17 Post Design Support for additional meetings and deliverables relating to the potable water system.

Deliverables: *WaterGem Model files*
Potable Water NOI Construction Permit
Agenda, attendance sheet, minutes, list of action items

Meetings: *Two (2) site visits (for potable water and sanitary sewer systems)*

Task 9.2 Sanitary Sewer Utilities

The CONSULTANT shall review Appendix J - Pinellas County Wastewater Assessment in the 2025 PER, as well as the 15% design utility base model files and analyze the design for the sanitary sewer system to develop 30%, 60%, 90%, 100%, and final design plans, including detailed specifications, and construction drawings ensuring compliance with local, state, and federal regulations. The CONSULTANT shall utilize the Pinellas County Utilities and Public Works specifications applicable for the projects. If there is an element of the design without a Pinellas County Utilities or Public Works standard technical specification, the CONSULTANT shall develop a supplemental technical specification. The CONSULTANT shall identify and relocate utilities as necessary and coordinate with relevant authorities to obtain necessary permits.

The following is an estimated summary of sanitary sewer improvements and their locations. If additional improvements are needed, the COUNTY will discuss using Task 20 – Contingency Services (Utilities) with the CONSULTANT.

- Provide approximately 290 linear feet of 8-inch sanitary sewer on S. Mayo St. from Florida Avenue to Georgia Avenue.
- Provide approximately 250 linear feet of 8-inch sanitary sewer on Tennessee Avenue from western end of Tennessee Avenue to S. Mayo Street.
- Provide approximately 290 linear feet of 8-inch sanitary sewer on Indiana Avenue from Broadus Street to eastern terminus.
- Provide approximately 275 linear feet of 8-inch sanitary sewer on Henry Lane from Crystal Beach Avenue to Ontario Avenue.
- Provide approximately 185 linear feet of 8-inch sanitary sewer on Crystal Beach Avenue from Henry Lane to Pinellas Trail.
- CONSULTANT will provide a “human element” review of the CCTV pipe inspection videos as shown in Appendix J – Pinellas County Wastewater Assessment in the 2025 PER.

CONSULTANT will assist COUNTY with providing maps and/or exhibits depicting proposed pipelining limits and lining of existing sanitary manholes. The permits and standard technical specifications references are shown below.

- Pinellas County Public Works Supplemental Specifications for Roadway and General Construction (January 2025)
- Pinellas County Utilities Standard Technical Specifications for Utilities and Related Construction (June 2018)
- Pinellas County Utilities Material Specification Manual

Refer to Task 17 Post Design Support for additional meetings and deliverables relating to the sanitary sewer system.

*Deliverables: Review summary of CCTV pipe inspection videos
 Providing maps and/or exhibits depicting proposed pipelining limits
 and lining of existing sanitary manholes.*

Task 10 Public Engagement & Project Information Meetings

The CONSULTANT shall coordinate with the COUNTY to prepare for project information meetings (PIM) with residents, businesses, and other stakeholders within the project area. Coordination shall occur before each PIM and will include a few rounds of COUNTY review comments on the presentation.

The CONSULTANT shall conduct two (2) project information meetings.

- One (1) in-person kickoff PIM to reintroduce the project to the community, explain what's been done so far, show the areas of drainage concerns, and possible effects on the roadway (traffic flow, paved, and shelled).
- One (1) virtual PIM between 30% and 60% plans submittal to present recommended improvements and anticipated impacts of the project.

The CONSULTANT shall attend three (3) virtual coordination meetings with the COUNTY to discuss revisions and finalize the presentation. Two (2) coordination meetings are expected to occur prior to the first PIM, and one (1) prior to the second PIM.

For in-person meetings, the COUNTY shall reserve an ADA compliant venue to hold the meeting. The CONSULTANT will provide staff for the in-person meetings to assist the COUNTY with the meeting including set-up and breakdown (tables, display boards, audio visual and public address equipment). The CONSULTANT shall furnish all audio video and public address equipment to make the presentation and accommodate questions from citizens. The COUNTY will moderate the question-and-answer session, which is expected to be no longer than one (1) hour. The CONSULTANT shall prepare and provide four (4) poster board exhibits for in-person meetings. The content of the exhibits will be discussed and determined at the coordination meetings.

The CONSULTANT shall prepare a presentation (no longer than 30 minutes) for each meeting that will describe the project objectives, design scenarios and their associated impacts and benefits; and present renderings of the scenarios to provide citizens with a visual of what they can reasonably expect to see from this project. The CONSULTANT shall prepare graphics and street view renderings for both existing conditions and proposed improvements that show right of way boundaries, tree impacts, and proposed improvements, as well as develop the full script. The CONSULTANT shall provide the COUNTY with a draft presentation with speaker notes (script) for review, and a final presentation before finalizing. Once the script is approved by the County, the CONSULTANT shall finalize the presentation and speaker notes.

The COUNTY will prepare and mail postcards in advance of each PIM which will serve as an invitation/notification of the meeting. The COUNTY shall facilitate and moderate the meeting. Each meeting is expected to be 90 minutes long, and the in-person PIM will include a live presentation. The virtual PIM will include a presentation with a narrative conducted by the CONSULTANT. CONSULTANT shall use the County Capital Improvement Division presentation template, which will be provided by the CONSULTANT. After the presentation, the CONSULTANT and the COUNTY shall address questions from the public.

After each PIM, the CONSULTANT shall prepare and submit to the COUNTY a summary report which will include all questions, comments and responses. The public comment/response section of the summary report will include the name, address, email, and phone number of citizens with their perspective questions/comments. The summary report will also include an attendee list.

Deliverables: *Draft presentation including graphics and script*
 Final presentation file with script
 Exhibit boards and meeting materials (in-person PIM)
 Summary reports including public comments, responses, list of action items)

Meetings: *Three (3) coordination meetings with COUNTY*
 One (1) in-person PIM
 One (1) virtual PIM

Task 11 Floodplain Resiliency Analysis from Sea Level Rise

The CONSULTANT shall evaluate the performance of the proposed stormwater system for changing climatic conditions. The CONSULTANT shall utilize the COUNTY's Flood Resiliency Tool (FRT) to assess model conditions for impacts from Sea Level Rise based on a vetted planning horizon (estimated at 100 years) – using NOAA's 2022 Sea Level Rise rates and in accordance with the COUNTY's SLR Guidance Manual and Flood Vulnerability Assessment (both to be provided by COUNTY). Both the combined 25- and 100-year events will be evaluated using the Intermediate-Low, Intermediate, and High Curves. COUNTY will provide access to models and FRT. The CONSULTANT shall provide draft & final FRT assessment, showing proposed recommendations. The COUNTY shall provide examples of similar documentation as guidance for preparing the project's documentation.

The CONSULTANT shall provide data inputs for a Florida Department of Environmental Protection (FDEP) Sea Level Impact Projection (SLIP) Study per Section 161.551 of the Florida Statutes. The COUNTY will run the report, and the CONSULTANT shall review the report and provide recommendations. The COUNTY shall provide examples of similar documentation as guidance for preparing the project's documentation.

When addressing floodplain compensation storage, the CONSULTANT shall refer to the Pinellas County Code of Ordinances, with special attention to the following:

1. Part III – Land Development Code – Chapter 158 – Floodplain Management - Section 158-221 – Development Not Permitted in Floodways, Isolated Wetlands and Preservation Areas
2. Part III – Land Development Code – Chapter 166 - Environmental and Natural Resource Protection

The CONSULTANT shall attend two (2) virtual meetings to discuss the draft deliverables and receive guidance from the COUNTY on the final deliverables.

Deliverables: *Draft & Final FRT assessment and recommendations*
 Draft & Final SLIP Study inputs and recommendations
 Agenda, attendance sheet, minutes, list of action items

Meetings: *Two (2) coordination virtual meetings*

Task 12 Environmental and Ecological Services and Permitting

The CONSULTANT shall provide environmental science and ecological services necessary to perform this scope of work and provide deliverables. This includes a biological assessment as required for permitting in accordance with the Public Works Floodplain Management Species and Habitat Assessment Guidelines.

The CONSULTANT shall prepare and submit application forms, narratives, calculations, exhibits, permit drawings, technical data, supporting documentation, etc., necessary for applicable permit application submittals. The CONSULTANT shall apply for and process state (SWFWMD or FDEP), federal (USACE), and COUNTY permits for the proposed project. A County Right of Way Utilization Permit (RUP) may be needed, and this will be coordinated with the COUNTY project manager.

The CONSULTANT will coordinate with the COUNTY for scheduling one (1) virtual pre-application meeting with USACE, and one (1) virtual pre-application meeting with SWFWMD or FDEP (to be determined by the CONSULTANT after reviewing permitting criteria and current permit delegations). The CONSULTANT shall prepare permit applications, technical data and supporting documentation for all applicable permits and exemptions. Applications shall be submitted by the CONSULTANT. County-issued tree removal and habitat permits will be required, and the COUNTY will be responsible for acquiring these permits.

The CONSULTANT shall add the County project manager and permit coordinator as a contact person to all applications. The CONSULTANT shall notify the County project manager and permit coordinator of the application ID and fees. All permitting fees will be paid by the COUNTY. Tree removal and habitat permit from the COUNTY will be required as part of this project, and the COUNTY will be responsible for acquiring these permits.

The CONSULTANT shall visit the project site with COUNTY and respective regulatory agencies, as necessary, to determine the applicability of permits. The COUNTY shall establish, and show on the topo survey, the landward extent of state and federal jurisdictional wetlands and surface waters pursuant to all current state and federal regulations and standards.

The CONSULTANT must submit the completed draft permit applications to the COUNTY for review and signature after receiving and incorporating comments from the 60% design PPT/QC review, unless agreed upon otherwise by the COUNTY.

If required, the CONSULTANT will coordinate with the County to develop conservation measures to mitigate for impacts to protected species and management strategies to ensure that protected species are not adversely affected during construction. Identification of protected species and areas by the CONSULTANT shall be included in this task.

The CONSULTANT shall coordinate with the COUNTY permit coordinator until all permits are obtained. The CONSULTANT shall prepare up to two (2) responses to each agency request for additional information (RAI), including completion of design revisions in accordance with COUNTY scoped goals and objectives that may be required to secure the required permits, and provide draft response packages to COUNTY permit coordinator prior to submitting the responses to the agencies. The CONSULTANT shall coordinate with COUNTY permit coordinator to meet with the regulatory agencies as necessary to resolve permitting issues.

If site visits are required by the permitting agencies, the CONSULTANT shall attend two(2) site visits with the COUNTY and permitting agencies.

Subsequent to construction completion, CONSULTANT shall provide as-built certifications as required by the permit(s) for this project (refer to Task 17 – Post Design Support). The construction contractor will provide any required as-built survey data as determined by the CONSULTANT.

Deliverables: *Draft permit application package*
 Final permit application package
 Responses to RAI

Meetings: *Two (2) virtual pre-application meetings*
 Two (2) on site meetings with permitting agencies

Task 13 90%, 100% and Final Design Plans

The 90% plans shall incorporate all 60% phase comments by the PPT Team, all other permitting agencies and Utility Owner Groups. CONSULTANT shall complete bid package with all required documentation, including but not limited to permits, reports & specifications. Real Property needs shall be shown at the 90% phase.

The 100% final design plans shall incorporate all comments and revisions approved by COUNTY from the PPT QC review meetings, as well as revisions necessary to address comments from the permitting agencies. The 100% final design plans shall include all elements necessary to advertise to qualified bidders for construction and shall be signed and sealed.

Refer to Attachment B for the 90% and 100% Design Submittal Checklists. The CONSULTANT shall perform a constructability review as part of the 100% plans development. This process shall include providing clear decisions and directions and documentation of all decisions, assumptions, and recommendations. In the updated BODR, the CONSULTANT shall include the constructability review, as well as all decisions, assumptions, recommendations, and site-specific security and temporary safety measure notes. A final BODR, including all tech memos and reports, shall be submitted at the 100% design phase.

Deliverables: *90% design plans and documentation*
 Responses to comments
 Updated Basis of Design Report (including constructability narrative)
 100% design plans and documentation
 Responses to comments
 Final BODR (including FRT assessment, recommendations, SLIP Study
 inputs and recommendations, and all other tech memos and reports)
 Digitally signed and sealed final plans

Task 14 Internal Quality Assurance/Quality Control (QA/QC) Plan and Documentation

The CONSULTANT shall provide a QA/QC Plan to the COUNTY within two (2) weeks of the Notice to Proceed date. For the duration of the project the CONSULTANT shall conduct and document internal Quality Assurance/Quality Control (QA/QC) reviews utilizing staff that are not working on this project. The QA/QC documentation shall describe what methods were used to perform the QA/QC review for each task and be accompanied by statement signed by the principal-in-charge as a signed, formal document indicating all internal QA/QC procedures were followed. CONSULTANT shall include the methodology of the review and the signed QA/QC statement with each respective submittal.

Deliverables: *QA/QC Plan*
 QA/QC statement and documents (with all deliverables)

Task 15 Phase 1 Cultural Resource Assessment Survey (CRAS) Needs Determination

The **CONSULTANT** shall prepare a high-level desktop analysis to determine the needs of a Cultural Resource Assessment Survey (CRAS). Background research will assess, preliminarily, if any significant or potentially significant cultural resources, including archaeological sites and historic resources, are within the Crystal Beach project limits. The background research will include, but not be limited to, a review of previous surveys in the project area including findings within the area currently under study, pertinent data in the Florida Master Site File (FMSF) database, environmental and paleoenvironmental data, historical data from records such as plat maps, tract books, subdivision maps, historic aerials, and information from the Certified Local Government.

The desktop analysis will analyze the existing conditions and the zones of archaeological probability within the project study area and will document the findings from background research. All work will be done in accordance with the standards and guidelines contained in Rule 1A-46, *Florida Administrative Code (F.A.C.)* and will comply with Chapters 267 *Florida Statutes (F.S.)*. All work shall be conducted by a professional who meets the *Secretary of the Interior's Professional Qualification Standards* (48 FR 44716) for archaeology, history, architecture, architectural history, or historic architecture.

Following the desktop analysis, the **CONSULTANT** shall coordinate with the Florida Department of State, Division of Historical Resources to determine if a CRAS with archaeological survey work is required for the project. The **CONSULTANT** shall provide the desktop analysis, findings and recommendations in a technical memorandum.

If a CRAS with archaeological survey work is required, it will be addressed under Task 18 – Contingency Services (Public Works).

<i>Deliverables:</i>	<i>Draft tech memo of desktop analysis, findings and recommendations</i> <i>Final tech memo</i>
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Task 16 Post Design Support

All work under this task shall be billed on a time and materials (T&M) basis.

Construction

The **CONSULTANT** shall assist the **COUNTY** with post-design services including assistance with review of the advertised bid package and responsive bids from contractors, attendance at a single project pre-construction meeting, review of shop drawings, design change notices, responses to requests for additional information, seven (7) site visits during construction - two (2) of which will include utility coordination or observation and one (1) for the final walk through. The **CONSULTANT** shall provide a written recommendation letter for the award of the contract.

The **CONSULTANT** shall respond to all construction submittals within five (5) business days. The **CONSULTANT** shall coordinate all site visits with the **COUNTY**, and **COUNTY** shall be present during the site visits.

As-built Certifications, Record Drawings, and Asset Database

The **CONSULTANT** shall provide all as-built certifications required by all permits for this project. The construction contractor shall provide all required as-built survey data as determined by the **CONSULTANT**. The **CONSULTANT** will prepare and provide signed and sealed record drawings upon construction completion, utilizing as-built surveys and the final design plans. The **CONSULTANT** shall provide a GIS geodatabase of all new assets.

Deliverables: *Construction submittal responses*
Responses to Requests for Additional Information
As-built survey items needed for certifications
Permit as-built certifications
Signed and sealed record drawings
Agenda, attendance sheet, minutes, list of action items

Meetings: *Seven (7) site visits*

Construction In-Person Project Information Meeting

The CONSULTANT shall attend a construction-focused project information meeting. The CONSULTANT shall provide and give a presentation on likely impacts to the residents during construction. This meeting may be virtual or in person. The CONSULTANT shall have a construction subject matter expert available at the meeting to answer questions.

The CONSULTANT shall coordinate with the COUNTY to conduct a project information meeting after the construction contractor has been selected. The coordination will include a few rounds of COUNTY review comments on the presentation. The CONSULTANT shall attend two (2) Teams meetings with the COUNTY to discuss revisions and finalize the presentation.

The CONSULTANT shall prepare and submit to the COUNTY a summary document of all questions, comments, and responses. The public comment/response document shall also include the name, address, email, and phone number of citizens with their perspective questions/comments. The CONSULTANT shall plan two more hours for set up and tear down activities (if an in-person meeting is selected).

Deliverables: *Draft presentation including graphics and script*
Final presentation file with script
Exhibit boards and meeting materials (in-person PIM)
Summary reports including public comments, responses, list of action items)

Meetings: *One (1) in-person project information meeting*

Work Related To Project Change Orders

The Consultant will perform all work required in connection with County project change orders in a timely manner in accordance with the time frames set out in this section. This work may include services in connection with both the development of potential change orders to the project, as well as consideration of submissions by a County contractor, including review of contractor price quote packages for County requested change orders. Change order related services may include, but are not limited to, response to new design requirements or changes in regulatory requirements or field conditions, review of documentation to identify ambiguities, requesting missing or needed information, evaluation of overall impacts to the project, and making recommendations regarding the reasonableness and appropriateness of schedules and costs.

For design work, or other services as assigned, needed in preparation of a potential County change order, Consultant must prepare all documents and materials in sufficient detail and in such a manner that they can be efficiently reviewed by County's contractor for the preparation of a detailed price quote, and so that the contractor's price quote can be expeditiously evaluated for conformance with all stated requirements.

When the County is in receipt of a price quote from a Contractor for a County requested change order, the Consultant must fully review all submitted materials and provide a response in writing recommending acceptance or rejection within 7 calendar days. If the Consultant recommends rejection of the contractor's submittal, the Consultant must provide a detailed written response identifying the specific deficiencies and needed corrections.

All deliverables for work related to change orders must be submitted to the County within 7 calendar days, except that work required in response to a price quote received from a County contractor for a County requested change order must be completed within 5 business days. The County may request an earlier deadline for specific submittals depending on the circumstances, in which case Consultant must use its best efforts to submit deliverables in the time frames requested.

At the County's request, Consultant may be required to apportion proposed change order designs into phased or segmented groups to ensure each proposal can be administratively processed in accordance with County requirements.

Task 17 Optional Services

At the request of the COUNTY, the CONSULTANT may be required to perform additional services as determined by the COUNTY or recommended by the CONSULTANT. All requests for additional services under this task shall be provided by the COUNTY in writing. The CONSULTANT shall provide a proposal describing the scope of work, a schedule, and a fee breakdown. All additional services under this task shall be billed on a Time and Materials (T&M) basis.

Optional Service 1 – Additional Geotechnical Investigation

The CONSULTANT shall obtain geotechnical engineering to ensure the proposed design meets the design criteria and project objectives. The CONSULTANT and their subconsultant may be required to attend up to three (3) topic-specific, virtual meetings at the request of the CONSULTANT or the COUNTY.

Optional Service 2 – Gopher Tortoise Permitting & Relocation, and Mitigation Planting Plan Drawings

The CONSULTANT shall provide mitigation planting plan drawings based on permit requirements, as well as specifications provided by the COUNTY.

The CONSULTANT shall conduct a limited area 100% gopher tortoise survey, an FWC 10 or Fewer Burrows Permit Application with offsite relocation to an FWC-permitted recipient site, and the field relocation of up to five (5) burrows using bucket trapping.

*Deliverables: FWC Burrows Permit Application
Mitigation planting plan drawings*

Task 18 Contingency Services (Public Works)

At the request of the COUNTY or the CONSULTANT, the CONSULTANT may be required to perform contingency services for the Public Works Department as determined by the COUNTY or recommended by the CONSULTANT. All requests for contingency services under this task shall be provided by the COUNTY or the CONSULTANT in writing. The CONSULTANT shall provide a proposal describing the

scope of work, a schedule, and a fee breakdown. All contingency services under this task shall be billed on a Time and Materials (T&M) basis.

Task 19 Contingency Services (Utilities)

At the request of the COUNTY or the CONSULTANT, the CONSULTANT may be required to perform contingency services for the Utilities Department as determined by the COUNTY or recommended by the CONSULTANT. All requests for contingency services under this task shall be provided by the COUNTY or the CONSULTANT in writing. The CONSULTANT shall provide a proposal describing the scope of work, a schedule, and a fee breakdown. All contingency services under this task shall be billed on a Time and Materials (T&M) basis.

V. COMPENSATION

Compensation for the Tasks described in Section IV PROJECT SCOPE OF WORK, will be on a lump sum basis and time & materials, as follows:

TASK	COST	BASIS
Task 1: Project Management and Contract Maintenance	\$ 48,855.44	LUMP SUM
Task 2: Project Kick-Off Meeting	\$ 4,253.00	LUMP SUM
Task 3: Data Review, Site Visits and Field Drainage Reviews	\$ 30,540.84	LUMP SUM
Task 4: Project Production Team (PPT) Meetings	\$ 27,080.80	LUMP SUM
Task 5: Stormwater Analysis	\$ 114,342.37	LUMP SUM
Task 6: Design Submittal Requirements, Design Criteria	\$ 201,160.16	LUMP SUM
Task 7: Roadway Analysis, Signing & Pavement Marking	\$ 106,686.11	LUMP SUM
Task 8: Utility Coordination Support and Subsurface Utility Engineering	\$ 52,952.44	LUMP SUM
Task 9: Utility Relocates and Improvements – Potable Water and Sanitary Sewer	\$ 152,200.20	LUMP SUM
Task 10: Public Engagement & Project Information Meeting	\$ 34,413.84	LUMP SUM
Task 11: Floodplain Resiliency Analysis from Sea Level Rise	\$ 14,283.22	LUMP SUM
Task 12: Environmental and Ecological Services and Permitting	\$ 39,637.68	LUMP SUM
Task 13: 90% & 100% and Final Design Plans	\$ 45,393.28	LUMP SUM
Task 14: Internal Quality Assurance/Quality Control (QA/QC) Plan and Documentation	\$ 35,566.30	LUMP SUM
Task 15: Phase 1 Cultural Resource Assessment Survey (CRAS) Needs Determination	\$ 15,846.49	LUMP SUM
Task 16: Post Design Support	\$ 108,291.25	T&M
Task 17: Optional Services	\$ 61,697.4	T&M
Task 18: Contingency Services (Public Works)	\$ 70,000.00	T&M
Task 19: Contingency Services (Utilities)	\$ 30,000.00	T&M
TOTAL	\$1,193,200.82	LUMP SUM and T & M

A Cost Breakdown Summary is provided in Attachment C. The fees are based on the job classifications and rates established in the Agreement for Crystal Beach Drainage and Roadway Improvements, dated April 10, 2026, as well as Attachment B – Subconsultant Proposals.

VI. PROJECT SCHEDULE

All schedules are in calendar days. The CONSULTANT shall commence professional services upon receipt of written Notice to Proceed (NTP) from COUNTY. Unless otherwise stated, the schedule includes 21 days for the COUNTY to review each deliverable, and no more than ten (10) days for the CONSULTANT to provide responses to review comments. Within ten (10) days of the NTP date, the CONSULTANT will submit to the COUNTY a project schedule showing milestones and deadlines in Microsoft Project format (both mpp and pdf). Throughout the life of the project, the schedule will be reviewed monthly and adjusted as necessary to incorporate progress to date.

The estimated time necessary to deliver this project is approximately 1,460 calendar days (approx. 48 months) from the NTP date.

The CONSULTANT will complete the project tasks in accordance with the following estimated schedule:

TASK	DURATION
Task 1: Project Management and Contract Maintenance	548
Task 2: Project Kick Off Meeting	1
Task 3: Data Review and Site Visits and Field Drainage Reviews	318
Task 4: Project Production Team (PPT) Meetings	374
Task 5: Stormwater Analysis	318
Task 6: Design Submittal Requirements, Design Criteria	548
Task 7: Roadway Analysis, Signing & Pavement Marking	548
Task 8: Utility Coordination Support and Subsurface Utility Engineering	548
Task 9: Utility Relocates and Improvements – Potable Water and Sanitary Sewer	548
Task 10: Public Engagement & Project Information Meeting	235
Task 11: Floodplain Resiliency Analysis from Sea Level Rise	235
Task 12: Environmental and Ecological Services and Permitting	385
Task 13: 90% & 100% and Final Design Plans	170
Task 14: Internal Quality Assurance/Quality Control (QA/QC) Plan and Documentation	548
Task 16: Phase 1 Cultural Resource Assessment Survey (CRAS) Needs Determination	235
Task 17: Post Design Support	900
Task 18: Optional Services	TBD
Task 19: Contingency Services (Public Works)	TBD
Task 20: Contingency Services (Utilities)	TBD

VII. INVOICES & PROGRESS REPORTS

Invoicing shall take place monthly on a percent complete basis, by Task and will include a progress report summarizing the work completed during the invoice period as well as a schedule update. The CONSULTANT shall submit draft invoices, progress reports, and the updated project schedule (mpp and pdf formats) to the COUNTY project manager prior to an official monthly invoice submittal to the County's Finance Department Clerk Construction Accounts Payable clerkconstructionap@mypinellasclerk.gov . The last invoice for the project shall be marked "FINAL."

ATTACHMENT A – SCHEDULE OF DELIVERABLES

Task 1: Project Management and Contract Maintenance

Deliverables: Invoices, revised schedule, monthly progress reports
Agendas with attendance list, meeting minutes, list of action items

Task 2: Project Kick Off Meeting

Deliverables: Agenda, attendance list, minutes

Task 3: Data Review and Site Visits and Field Drainage Reviews

Deliverables: Emails summarizing site visits (including decisions and action items, attendance list)

Task 4: Project Production Team (PPT) Meetings

Deliverables: Responses to QC Review comments (COUNTY will provide spreadsheet)
Agenda, attendance sheet, minutes, list of action items

Task 5 Stormwater Analysis

Task 5.1: Stormwater Hydrologic & Hydraulic (H&H) Modeling

Deliverables: Draft and final technical memorandum
Stormwise Model and geodatabase
Agenda, attendance sheet, minutes, list of action items

Task 5.2 Model Peer Review Coordination

Deliverables: Responses to review comments
Revised Stormwise model and geodatabase
Technical memorandum including model ledger
Agenda, attendance sheet, minutes, list of action items

Task 5.3 Green Infrastructure and Water Quality Treatment

Deliverables: Draft tech memo
Final tech memo
Agenda, attendance sheet, minutes, list of action items

Task 6 Design Submittal Requirements, Design Criteria

Task 6.1 Tree Inventory, Rating, and Disposition Analysis

Deliverables: Tree inventory and disposition table, GIS files, plan sheets
Final table, GIS files, plan sheets and tech memo
Updated Basis of Design Report

Task 6.2 Basis of Design Report

Deliverables: *Draft Basis of Design Report*
 Responses to comments
 Updated Basis of Design Report

Task 6.3 30% Design Plans

Deliverables: 30% design plans and documentation
Responses to comments
Updated Basis of Design Report

Task 6.4 60% Design Plans and Revised Design Report

Deliverables:

- Draft 60% design plans and documentation*
- Responses to comments*
- Final 60% design plans and documentation for environmental permit application*
- Updated Basis of Design Report*

Task 7 Roadway Analysis, Signing and Pavement Marking

Deliverables: All deliverables are part of the plans and Basis of Design Report submittals

Task 8 Utility Coordination Support and Subsurface Utility Engineering

Task 8.1 Utility Coordination

Deliverables: 30%, 60%, 90% and 100% complete design phases
Green line markups request to UAO's

Task 8.2 Utility Adjustment Plans

Deliverables: *utility adjustment sheets*
 identify all potential utility conflicts or constructability issues using
 a conflict matrix

Task 8.3 Utility Coordination Meetings

Deliverables: 30%, 60%, 90%, 100% and Final utility adjustment plans, pdf and AutoCAD file (to be included in the respective design phase plan submittals)
SUE request (via email and marked up plan sheets)
Comments on utility conflict matrix
Agenda, attendance sheet, minutes, list of action items

Task 9 Utility Relocates and Improvements – Potable Water and Sanitary Sewer

Deliverables: Excel spreadsheet with comments summarizing the Utility relocations/improvements reviewed

Task 9.1 Potable Water Utilities

Deliverables: WaterGem Model files
Potable Water NOI Construction Permit
Agenda, attendance sheet, minutes, list of action items

Task 9.2 Sanitary Sewer Utilities

Deliverables: Review summary of CCTV pipe inspection videos
Providing maps and/or exhibits depicting proposed pipelining limits
and lining of existing sanitary manholes.

Task 10 Public Engagement & Project Information Meetings

Deliverables: Draft presentation including graphics and script
Final presentation file with script
Exhibit boards and meeting materials (in-person PIM)
Summary reports including public comments, responses, list of action items)

Task 11 Floodplain Resiliency Analysis from Sea Level Rise

Deliverables: Draft & Final FRT assessment and recommendations
Draft & Final SLIP Study inputs and recommendations
Agenda, attendance sheet, minutes, list of action items

Task 12 Environmental and Ecological Services and Permitting

Deliverables: Draft permit application package
Final permit application package
Responses to RAI

Task 13 90%, 100% and Final Design Plans

Deliverables: 90% design plans and documentation
Responses to comments
Updated Basis of Design Report (including constructability narrative)
100% design plans and documentation
Responses to comments
Final BODR (including FRT assessment, recommendations, SLIP Study inputs and recommendations, and all other tech memos and reports)
Digitally signed and sealed final plans

Task 14 Internal Quality Assurance/Quality Control (QA/QC) Plan and Documentation

Deliverables: *QA/QC Plan*
 QA/QC statement and documents (with all deliverables)

Task 15 Phase 1 Cultural Resource Assessment Survey (CRAS) Needs Determination

Deliverables: *Draft tech memo of desktop analysis, findings and recommendations*
 Final tech memo

Task 16 Post Design Support

As-built Certifications, Record Drawings, and Asset Database

Deliverables: *Construction submittal responses*
 Responses to Requests for Additional Information
 As-built survey items needed for certifications
 Permit as-built certifications
 Signed and sealed record drawings
 Agenda, attendance sheet, minutes, list of action items

Construction In-Person Project Information Meeting

Deliverables: *Draft presentation including graphics and script*
 Final presentation file with script
 Exhibit boards and meeting materials (in-person PIM)
 Summary reports including public comments, responses, list of action items)

Task 17 Optional Services (TBD if needed)

Optional Service 1 – Additional Geotechnical Investigation

Deliverables: *Geotechnical Report*

Optional Service 2 – Gopher Tortoise Permitting & Relocation, and Mitigation Planting Plan Drawings

Deliverables: *FWC Burrows Permit Application, Mitigation planting plan drawings*

Task 18 Contingency Services (Public Works) (TBD if needed)

Task 19 Contingency Services (Utilities) (TBD if needed)

ATTACHMENT B – SUBCONSULTANT PROPOSALS AND FEES



5411 SkyCenter Dr.
Suite 650
Tampa, FL 33607
813-520-4444
Fax: 813-520-4290

April 8, 2026

**Michael Mills, PE
VP, Stormwater Resources
3111 W. Dr. Martin Luther King Jr. Blvd., Suite 400
Tampa, FL 33607**

**Subject: Design and Permitting – Utility Services
Crystal Beach Drainage and Roadway Improvements
PID 003896A**

Dear Mr. Mills:

WSP USA (WSP) has prepared this proposal for utility design and permitting services in support of the Crystal Beach Drainage and Roadway Improvements project for Pinellas County. WSP's services will support the design and permitting phase of the project led by WGI and their subconsultant team.

Scope of Services

Task 1 – Project Management and Task Maintenance

Internal contract set up, monthly invoices and associated project status reports.

Attendance at project status meetings (five virtual and five in-person).

Deliverables:

- Invoices with task status updates
- Utility design/coordination action items to WGI from project status meetings

Task 2 – Project Kick-off Meeting

Within two weeks after a Notice to Proceed (NTP) has been issued, WSP will participate in a virtual kick-off meeting to discuss the flow of information, review the project objectives, scope, and schedule.

Deliverables:

- None



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Task 3 – Data Review and Site Visits

WSP shall review the PER, 15% design plans, and other project information provided by the COUNTY to assist with the design, permitting and post-design services. WSP will research and review existing information such as permits, as-built plans, design documentation, survey data and other pertinent information regarding the project location available from typical industry resources and the COUNTY. Upon review of all existing project documentation, WSP will identify any data gaps.

WSP expects to receive the following relevant files from the COUNTY:

- Photos and County stormwater and utility inventory GIS data
- Preliminary engineering report (PER) including all attachments, calculations, and supporting reports
- Potable water and sanitary sewer assessment reports and associated GIS data (April 2025)
- Utility base model files
- Boundary Topographic Survey (DTM, ACAD files, pdf)
- 15% Design Plans
- County's WaterGem model
- CCTV pipe inspection videos as collected during the 2023 Wastewater Assessment Report.
- Locations of all existing 2-inch connection locations along S. Mayo Street between Pennsylvania Avenue and Georgia Avenue.
- Locations of all existing 6-inch connection locations along Point Seaside Drive.
- Regulatory permit fees

WSP will participate in two (2) site visits with the COUNTY and other CONSULTANT team members, as necessary.

Deliverables:

- Emails addressing data gaps and summarize the site visit, as necessary.

Task 4 – Project Production Team (PPT) Meetings

WSP shall support WGI during two (2) PPT/QC Review meetings associated with the design phases. These meetings will occur after the responses to the comments have been reviewed by the project team.

Deliverables:

- Responses to QC Review comments specific to WSP's services and attendance at PPT meetings.



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Task 8 – Utility Coordination Support and Subsurface Utility Engineering

Task 8.1 – Utility Coordination

WSP shall provide the 30%, 60%, 90% and 100% project plans and AutoCAD Civil 3D files to the County Utility Coordinator. WSP will coordinate with the County, WGI and UAOs throughout the design process to resolve utility conflicts. WSP will work and coordination with WGI and the County to develop the project's SUE needs.

Task 8.2 – Utility Adjustment Plans

WSP shall prepare utility adjustment sheets as part of the project plan set to show existing public and private utility facilities (plan view only) to remain in place, new utility facilities to be constructed and utility facilities to be removed related to the roadway/drainage improvements. New County potable water and sanitary sewer facilities will be shown on separate construction plan/profile sheets.

Task 8.3 – Utility Coordination Meetings

WSP shall attend two utility coordination meetings and up to three (3) field meetings to resolve utility conflicts. WSP will review the utility conflict matrix prepared by the County.

Deliverables:

- SUE needs exhibit
- Utility adjustment sheets
- Attendance at two (2) utility coordination meetings (including agenda and meeting minutes) and three (3) field utility conflict resolution meetings (including meeting summary via email).

Task 9 – Utility Relocates and Improvements – Potable Water and Sanitary Sewer

Task 9.1 – Potable Water Utilities

WSP shall provide the 30%, 60%, 90% and 100% project plans and AutoCAD Civil 3D files associated with the proposed potable water improvements as follows:

Along S. Mayo Street, a 6-inch water main and 2-inch water main run parallel from Pennsylvania Avenue to Tennessee Avenue. At each intersection with roads running east-west (5 total), the 6-inch water main decreases to 2-inch in GIS and increases to 6-inch on the other side of the intersection. It was confirmed by the COUNTY that the 2-inch water main exists at these five intersections. Replace the existing 2-inch with 6-inch PVC at these five (5) intersections (100 linear feet per intersection, 500 linear feet total).



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Provide approximately 350 linear feet of new 6-inch water main along Kentucky Avenue east of Broadus Street, including one (1) fire hydrant with automatic blow off. New 6-inch water main will be connected to existing 2-inch and 8-inch water mains.

Relocate existing service connections on S. Mayo Street between Pennsylvania Avenue and Georgia Avenue from existing 2-inch water main to the existing adjacent 6-inch water main. COUNTY to provide CONSULTANT with all existing 2-inch connection locations.

Relocate existing service connections on Point Seaside Drive from existing 6-inch water main to the existing adjacent 8-inch water main. Includes installation of automatic flushing device at the dead end.

Provide approximately 100 linear feet of new 2-inch water main along Florida Boulevard to connect to existing 2-inch water main on McCosh Avenue.

Provide approximately 300 linear feet of new 8-inch water main along S. Mayo Street between Georgia Avenue and Florida Boulevard. Existing 8-inch cast iron water main will remain in place and filled with grout.

WSP will update the County's WaterGem model to reflect the proposed improvements.

WSP will secure required regulatory permitting (or exemptions) associated with the proposed potable water improvements.

Deliverables:

- 30%, 60%, 90% and 100% potable water construction plans
- Updated WaterGem model
- Potable water regulatory permits
- Supplemental specifications (if required)

Task 9.2 – Sanitary Sewer Utilities

WSP shall provide the 30%, 60%, 90% and 100% project plans and AutoCAD Civil 3D files associated with the proposed sanitary sewer improvements as follows:

Provide approximately 290 linear feet of 8-inch sanitary sewer on S. Mayo St. from Florida Avenue to Georgia Avenue.

Provide approximately 250 linear feet of 8-inch sanitary sewer on Tennessee Avenue from western end of Tennessee Avenue to S. Mayo Street.



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Provide approximately 290 linear feet of 8-inch sanitary sewer on Indiana Avenue from Broadus Street to eastern terminus.

Provide approximately 275 linear feet of 8-inch sanitary sewer on Henry Lane from Crystal Beach Avenue to Ontario Avenue.

Provide approximately 185 linear feet of 8-inch sanitary sewer on Crystal Beach Avenue from Henry Lane to Pinellas Trail.

Provide a “human element” review of the CCTV pipe inspection videos as collected during the 2023 Wastewater Assessment Report.

WSP will secure required regulatory permitting (or exemptions) associated with the proposed sanitary sewer improvements.

Deliverables:

- 30%, 60%, 90% and 100% sanitary sewer construction plans
- Memorandum summarizing findings from “human element” review of CCTV pipe inspections
- Sanitary sewer regulatory permits (if required)
- Supplemental specifications (if required)

Task 10 – Public Engagement and Project Information Meetings

WSP shall attend one (1) coordination meeting and one (1) public information meeting. If required, preparation of slides for proposed utility improvements will be provided by the County.

Deliverables:

- None.

Task 16 – Post Design Support

WSP shall provide bid assistance, review/approval of shop drawings, RFI support services, periodic site visits and certification/close-out support.

Deliverables:

- Approved shop drawings



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Tampa, FL 33607
813-520-4444
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Compensation

Services will be invoiced by percent complete based on a fixed fee/lump sum basis, unless otherwise noted below:

TASK DESCRIPTION	FEE TYPE	FEE
Task 1 - Project Management and Contract Maintenance	Lump Sum	\$7,935.00
Task 2 - Project Kick Off Meeting	Lump Sum	\$285.00
Task 3 - Data Review and Site Visits	Lump Sum	\$7,680.00
Task 4 - Project Production Team (PPT) Meetings	Lump Sum	\$1,140.00
Task 8 - Utility Coordination Support and Subsurface Utility Engineering	Lump Sum	\$44,970.00
Task 9 - Utility Relocates and Improvements – Potable Water and Sanitary Sewer	Lump Sum	\$148,420.00
Task 10 - Public Engagement & Project Information Meeting	Lump Sum	\$2,160.00
Task 16 - Post Design Support	Time & Materials	\$22,975.00
TOTAL		\$235,565.00



5404 Cypress Center Drive
Suite 125
Tampa, FL 33609
813.207.7200 [phone](tel:813.207.7200)

esassoc.com

April 8, 2026

Michael Mills, PE
VP, Stormwater Resources
3111 W. Dr. Martin Luther King Jr. Blvd., Suite 400
Tampa, FL 33607

**Subject: Design and Permitting – Environmental and Arborist Services
Crystal Beach Drainage and Roadway Improvements
PID 003896A**

Dear Mr. Mills:

Environmental Science Associates (ESA) has prepared this proposal for environmental and arborist services in support of the Crystal Beach Drainage and Roadway Improvements project for Pinellas County. ESA's services will support the design and permitting phase of the project led by WGI and their subconsultant team.

Scope of Services

Task 1 – Project Management and Task Maintenance

ESA shall provide monthly updates, including progress status and task schedule updates via email. ESA shall attend up to four (4) project status meetings to address Task 6 and Task 12 activities. Two (2) meetings will be virtual and two (2) will be in person.

ESA will provide task management for their relevant tasks for the duration of the project. This will include, but is not limited to, the filing and management of task data.

Deliverables:

- Invoices with task status updates

Task 2 – Project Kick-off Meeting

Within two weeks after a Notice to Proceed (NTP) has been issued, an ESA representative will participate in a one (1) hour in-person kick-off meeting to discuss the flow of information, review the project objectives, scope, and schedule.

Deliverables:

- None

Task 3 – Data Review and Site Visits

ESA shall review the PER, 15% design plans, and other project information provided by the COUNTY to assist with the design, permitting and post-design services. ESA will research and review existing information such as permits, as-built plans, design documentation, survey data and other pertinent information regarding the project location available from typical industry resources and the COUNTY. Upon review of all existing project documentation, ESA will identify any data gaps.



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ESA expects to receive the following relevant files from the COUNTY:

- Photos and County stormwater inventory GIS data
- Preliminary engineering report (PER) including all attachments, calculations, and supporting reports
- Boundary Topographic Survey (DTM, ACAD files, pdf)
- 15% Design Plans
- Green Infrastructure Alternative Analysis and Recommendations
- Ecological data (in PER)
- Wetland and surface water limits delineations

ESA will participate in one (1) site visit with the COUNTY and other CONSULTANT team members, as necessary.

Deliverables:

- Emails addressing data gaps and summarize the site visit, as necessary.

Task 4 – Project Production Team (PPT) Meetings

An ESA representative shall support WGI during two (2) PPT/QC Review meetings associated with the 60% and 90% design phases. These meetings will occur after the responses to the comments have been reviewed by the project team. The meetings will be virtual and ESA's participation will be limited to one (1) hour. This task includes preparation of responses to PPT Review comments relevant to environmental and arboricultural tasks.

Deliverables:

- PPT Review comment responses.

Task 6 – Tree Inventory, Rating, and Disposition Analysis

ESA shall review and verify the tree inventory, disposition table, and tree impact analysis as provided in the PER and 15% design plans.

All tree inventory, rating, and disposition analysis updates (as needed) shall be limited to the trees located within or immediately adjacent to areas of proposed ground disturbance, or areas that may be impacted by construction materials/equipment. Data to be verified (and collected for trees that were not inventoried) includes species identification, diameter at breast height (DBH), critical root zone (CRZ), tree rating category per execution of the Pinellas County Ordinance Article XIX of Chapter 58, titled "Tree Protection", protected, and removed. Tree rating shall be conducted under the supervision of an ISA Certified Arborist. ESA will prepare the tree inventory and disposition table in an Excel spreadsheet and GIS file, and contain the tree species, DBH, condition, coordinates from the topo survey, column for station offset, "remove", and "TPZ" (tree protection zone diameter). WGI will incorporate ESA's data into the design documents and prepare plan sheets as required.

ESA will prepare a tree impact analysis technical memorandum including canopy coverage impact estimates based on DBH measurements (i.e., 1" DBH = 1' canopy radius), and tree mitigation strategies associated with the proposed improvements. Tree mitigation will be calculated per execution of the Pinellas County Ordinance Article XIX of Chapter 58, titled "Tree Protection". Even though the ordinance specifically exempts street trees, those



April 8, 2026

Page 3

mitigation methodologies shall be implemented for all trees within County right of way (a.k.a. street trees). The tree impact analysis (includes canopy coverage reduction and tree mitigation) will include a summary of trees to be removed, their associated canopy area reduction, and a recommended mitigation plan to restore loss of canopy.

ESA will prepare a summary of the tree and canopy impacts for the Basis of Design Report.

ESA assumes non-native and nuisance invasive trees will be removed from the public right-of-way portion of the project limits, unless opposed by abutting property owner.

Deliverables:

- Tree inventory (EXCEL and GIS files)
- Tree disposition table (EXCEL)
- Technical Memo (PDF)
- Basis of Design Report summary (WORD/PDF)

Task 12 – Environmental and Ecological Services

ESA will complete ecological assessments and provide permitting services. These services will be based on the design efforts of the WGI Team and will require regular coordination. The COUNTY will be completing or has completed some of the environmental tasks that the project permitting will rely on. ESA cannot guarantee that those tasks are sufficient or will not require additional effort during the design phase.

Environmental and Ecological Assessment

ESA will complete field reviews of the project site to inspect existing conditions and familiarize ESA with the wetland/surface water delineation data collected by others. In addition, ESA will conduct general protected species and habitat reviews of the project area to identify the potential presence of protected species and their habitats. This information will support environmental permitting and the Public Works Department – Floodplain Management Species and Habitat Assessment Guidelines. A determination memorandum, or recommendation for listed species surveys, will be prepared.

ESA will prepare an environmental impact summary to be included in the Basis of Design Report prepared by WGI.

If required, ESA will coordinate with the COUNTY regarding conservation measures to mitigate for impacts to protected species and management strategies to ensure that protected species are not adversely affected during construction. ESA will identify the potential presence of protected species and areas.

This Task does not include the completion of species-specific surveys, nor does it include the development of protection or mitigation plans for protected species that may be determined to be affected by the project.

Deliverables:

- Species and Habitat Assessment Determination Memorandum (PDF)
- Basis of Design Report impact summary (WORD/PDF)



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Environmental Permitting

ESA shall prepare and submit application forms, narratives, calculations, exhibits, permit drawings, technical data, supporting documentation, etc., necessary for permit application submittals. The CONSULTANT shall apply for and process state (SWFWMD or FDEP), federal (USACE), and COUNTY permits for the proposed project.

ESA will coordinate with the WGI for scheduling one (1) virtual pre-application meeting with USACE, and one (1) virtual pre-application meeting with SWFWMD. ESA will prepare and submit permit applications/notifications and supporting biological/ecological documentation for a USACE Nationwide Permit (NWP) and SWFWMD General Permit/Exemptions, depending on impacts proposed. Prior to online agency submittal, ESA will submit the completed draft permit applications to the COUNTY for review and signature after receiving and incorporating comments from the 60% design PPT/QC review. ESA will add the COUNTY Project Manager and Permit Coordination as application contact individuals. ESA will advise WGI and COUNTY of required permit application fees.

ESA will coordinate with WGI and the COUNTY permit coordinator during permit processing. ESA will lead the preparation of up to two (2) responses to requests for additional information (RAI) from USACE and SWFWMD and provide draft response packages to COUNTY permit coordinator prior to submitting the responses to the agencies. ESA will coordinate with COUNTY permit coordinator to meet virtually with the regulatory agencies as necessary to resolve permitting issues. ESA will schedule and attend two (2) permit review field meetings with agency staff.

The Scope of Services and Compensation are limited to the permit types listed above. If project designs necessitate a SWFWMD Individual Permit or USACE Standard Permit, additional Scope of Services and Compensation will be required.

WGI will provide all design plans and stormwater/floodplain documentation to support the environmental permitting process. WGI will provide RAI responses related to stormwater, floodplains, and maintenance.

COUNTY shall establish, and show on the topo survey, the landward extent of state and federal jurisdictional wetlands and surface waters pursuant to all current state and federal regulations and standards. COUNTY will be responsible for obtaining County-issued habitat and tree removal permits. County will be responsible for permit fees.

Deliverables:

- SWFWMD SWERP General Permit/Exemption Authorization Application with supporting documents (PDF and online submittal)
- USACE NWP Pre-Construction Notification with supporting documents (PDF and online submittal)
- RAI Responses (up to two sets per agency)

Optional Service 2 – Gopher Tortoise Permitting and Relocation; and Mitigation Planting Plan Drawings

Task includes a limited-area 100% gopher tortoise survey, an FWC 10 of Fewer Burrows Permit Application with offsite relocation to an FWC-permitted recipient site, and the field relocation of up to five (5) burrows using bucket trapping.



April 8, 2026
Page 5

ESA will provide input (e.g., design features, planting details, and installation notes) to WGI on mitigation planting plan drawings based on permit requirements, as well as specifications provided by the COUNTY. WGI to prepare plan sheets and engineering details. A detailed scope of work will be prepared and submitted to the COUNTY, if required.

Deliverables:

- Design details and information (EXCEL, WORD, etc.)

Excluded Services:

Any services not specifically included in the Scope of Services above are excluded from the scope of work. Permit application fees to be paid by the County. Excluded services include, but are not limited to:

- Species-specific protected species surveys;
- Pinellas County permitting (habitat and tree removal);
- Incidental Take Permit application preparation and processing;
- Invasive vegetation mapping, eradication, and management plan preparation;
- Habitat/wetland design for mitigation or other purposes;
- Contamination assessment services;
- Cultural resource assessments or observation services; and
- Any engineering, geotechnical, or survey services or certification.

Compensation

Services for Tasks 1, 2, 3, 4, 6, and 12 will be invoiced by percent complete based on a fixed fee/lump sum basis and Optional Service 2 will be invoiced on a time and materials basis, as noted below:

• Task 1 – Project Management and Task Maintenance	\$7,113
• Task 2 – Project Kick-off Meeting	\$663
• Task 3 – Data Review and Site Visits	\$5,287
• Task 4 – Project Production Team (PPT) Meetings	\$884
• Task 6 – Tree Inventory, Rating, and Disposition Analysis	\$18,180
• Task 12 – Environmental and Ecological Services	
○ Environmental and Ecological Assessment	\$8,878
○ Environmental Permitting	\$20,690
TOTAL	\$61,695
• <i>Optional Service 2 – Gopher Tortoise Permitting and Relocation; and Mitigation Planting Plan Drawings</i>	<i>\$33,222</i>

Any changes to the Scope of Services and Compensation will require written approval by the Client. We appreciate the opportunity to provide these services. If you have any comments or questions, please contact me at rhorstman@esassoc.com or 813-641-4754.

Sincerely,



April 8, 2026
Page 6

Environmental Science Associates

A handwritten signature in blue ink, appearing to read "Ryan Horstman". The signature is fluid and cursive, with a prominent loop at the end.

Ryan Horstman
Principal Environmental Scientist

A handwritten signature in black ink, appearing to read "Christopher T. Warn". The signature is cursive and elegant, with a long, sweeping tail.

Christopher Warn
Vice President
Southeast Biological Resources Director

25-0731-RFQ-CCNA - Crystal Beach Drainage and Roadway Improvements - ESA Fee Summary (April 8, 2026)

Task #	Task Name/ Description	Hours by Classification					Totals	
		<i>Senior Environmental Scientist</i>	<i>Environmental Scientist III</i>	<i>Environmental Scientist II</i>	<i>Environmental Scientist I</i>	<i>Environmental Technician</i>		
		\$269	\$221	\$181	\$148	\$102	Hours	Cost
1	Project Management and Task Maintenance	2	6	29			37.00	\$ 7,113
2	Project Kick-off Meeting		3				3.00	\$ 663
3	Data Review and Site Visits		10	17			27.00	\$ 5,287
4	Project Production Team (PPT) Meetings		4				4.00	\$ 884
6	Tree Inventory, Rating, and Disposition Analysis	24	20	24	20		88.00	\$ 18,180
12	Environmental and Ecological Assessment	4	18	20		2	44.00	\$ 8,878
12	Environmental Permitting	8	20	78			106.00	\$ 20,690
Total Hours: Task 1-12		38	81	168	20	2	309.00	\$ 61,695
Opt. Service 2	<i>Gopher Tortoise Permitting and Relocation; and Mitigation Planting Plan Drawings</i>	16	42	60	40	28	186.00	\$ 33,222

April 8, 2026

Michael Mills, PE
WGI
VP, Stormwater Resources
3111 W. Dr. Martin Luther King, Jr. Blvd., Suite 400
Tampa, FL 33607



 (813) 751-0478
 3810 Northdale Boulevard
Suite #280
Tampa, FL 33624
 www.Valerin-Group.com

**Subject: Design and Permitting – Public Involvement Services
Crystal Beach Drainage and Roadway Improvements
PID 003896A**

Dear Mr. Mills:

The Valerin Group, Inc. (Valerin) has prepared this proposal for public involvement services in support of the Crystal Beach Drainage and Roadway Improvements project for Pinellas County. Valerin's services will support the design and permitting phase of the project, led by WGI and their subconsultant team.

Scope of Services

Task 10 – Public Engagement & Project Information Meetings

Valerin shall coordinate with the COUNTY to prepare for project information meetings (PIM) with residents, businesses, and other stakeholders within the project area. Each meeting is expected to be 90 minutes long. Coordination shall occur before each PIM and will include a few rounds of COUNTY review comments on the presentation.

Valerin will assist WGI in conducting two (2) PIMs:

- One (1) in-person kick-off PIM to reintroduce the project to the community, explain what has been done so far, show the areas of drainage concerns, and possible effects on the roadway (traffic flow, paved, and shelled). The in-person PIM will include a live presentation.
- One (1) virtual PIM between 30% and 60% plans submittal to present recommended improvements and anticipated impacts of the project.

Valerin shall attend three (3) virtual coordination meetings with the COUNTY to discuss revisions and finalize the presentation. Two (2) coordination meetings are expected to occur prior to the first PIM and one (1) prior to the second PIM.

Valerin shall assist WGI in preparing a presentation (no longer than 30 minutes) for each meeting that describes the project objectives, design scenarios, and their associated impacts and benefits, and presents renderings of the scenarios to provide citizens with a visual of what they can reasonably expect to see from this project. Valerin shall assist WGI in preparing graphics and street-view renderings for both existing conditions and proposed improvements that show right-of-way boundaries, tree impacts, and proposed improvements, as well as developing the full script. Valerin shall provide the COUNTY with a draft presentation with speaker notes (script) for review, and a final presentation before finalizing. Once the script is approved by the County, Valerin shall finalize the presentation and speaker notes. Valerin shall use the County Capital Improvement Division presentation template, which the COUNTY will provide.

Valerin will provide staff for the in-person meeting to assist the COUNTY, including setup and breakdown (tables, display boards, audiovisual equipment, etc.). Valerin shall furnish all audio-visual equipment necessary to show the presentation and accommodate questions from citizens. Valerin will assist WGI in developing four (4) poster board exhibits for in-person meetings. The content of the exhibits will be discussed and determined at the coordination meetings.

After each PIM, Valerin shall prepare and submit to the COUNTY a summary report that includes all questions, comments, and responses. The public comment/response section of the summary report will include the name, address, email, and phone number of citizens, along with their questions/comments. The summary report will also include an attendee list.

The COUNTY will prepare and mail postcards in advance of each PIM, serving as an invitation/notification of the meeting. The COUNTY shall facilitate and moderate the question-and-answer session for each meeting. For in-person meetings, the COUNTY shall reserve an ADA-compliant venue. The COUNTY shall provide meeting materials, including fact sheet/handout, sign-in sheets, comment form, Welcome and directional boards, and tabletop signs for the in-person meeting.

WGI shall provide all other poster board exhibits for the in-person meeting. The virtual PIM will include a WGI-conducted presentation with a narrative.

Deliverables:

- Draft presentation including graphics and script
- Final presentation file with script
- Summary report including public questions, comments, and responses

Task 16 – Post Design Support

Construction In-Person Project Information Meeting

Valerin shall coordinate with the COUNTY to prepare for a construction-focused PIM with residents, businesses, and other stakeholders within the project area. Coordination shall occur before the PIM and will include a few rounds of COUNTY review comments on the presentation.

Valerin will assist WGI in conducting one (1) in-person PIM after the construction contractor has been selected. Valerin shall attend two (2) virtual coordination meetings with the COUNTY to discuss revisions and finalize the presentation. One (1) coordination meeting is expected to occur prior to the PIM.

Valerin shall assist WGI in preparing a presentation for the PIM that describes the likely impacts on residents during construction. Valerin shall assist WGI in preparing graphics and Street View renderings, as well as developing the full script. Valerin shall provide the COUNTY with a draft presentation with speaker notes (script) for review, and a final presentation before finalizing. Once the script is approved by the County, Valerin shall finalize the presentation and speaker notes. Valerin shall use the County Capital Improvement Division presentation template, which the COUNTY will provide.

Valerin will provide staff for the PIM to assist the COUNTY, including set-up and breakdown (tables, display boards, audio-visual, and public address equipment). Valerin shall furnish all audio-visual equipment necessary to show the presentation and accommodate questions from citizens. Valerin will assist WGI in developing four (4) poster board exhibits for the meeting.

After the PIM, Valerin shall prepare and submit to the COUNTY a summary report that includes all questions, comments, and responses. The public comment/response section of the summary report will include the name, address, email, and phone number of citizens, along with their questions/comments. The summary report will also include an attendee list.

The COUNTY will prepare and mail postcards in advance of the PIM, serving as an invitation/notification of the meeting. The COUNTY shall reserve an ADA-compliant venue to hold the meeting. The COUNTY shall provide meeting materials, including fact sheet/handout, sign-in sheets, comment form, Welcome and directional boards, and tabletop signs for the meeting.

WGI shall have a construction matter expert available at the meeting to answer questions. WGI shall provide all other poster board exhibits for the meeting.

Deliverables:

- Draft presentation including graphics and script
- Final presentation file with script
- Summary report including public questions, comments, and responses

Compensation

Task Services will be invoiced as noted below:

- Task 10 – Public Engagement & Project Information Meetings \$21,290 (Lump Sum)
- Task 16 – Post Design Support \$9,829 (Limiting Amount @ Approved Rates)

Any changes to the Scope of Services and Compensation will require the Client's written approval. We appreciate the opportunity to provide these services. If you have any comments or questions, please contact me at 813-404-1572 or valeriec@valerin-group.com.

Sincerely,



Valerie Ciudad-Real
President



ARCHAEOLOGICAL CONSULTANTS INC.

FEID No. 59-1712538

Date: March 13, 2026
RE: Crystal Beach Drainage and Roadway Improvements
 Pinellas County, Florida
Contract No. 25-0731-RFQ-CCNA
Project Identification (PID) No.: 003896A

Exhibit "A"

Schedule of Rate Values

ACI Job Classifications:	Fully Loaded Hourly Rates	Anticipated Hours	Total Cost
Archaeologist	\$85.92	8	\$687.36
Chief Archaeologist	\$135.71	21	\$2,849.91
Chief Scientist	\$207.05	16	\$3,312.80
GIS Specialist	\$114.70	13	\$1,491.10
Scientist	\$105.17	23	\$2,418.91
Secretary/Clerical	\$108.40	4	\$433.60
Senior Archaeologist	\$117.94	15	\$1,769.10
Senior Scientist	\$169.63	17	\$2,883.71
		117	\$15,846.49

Task 16: Desktop Analysis for Phase 1 CRAS Needs Determination

Assumptions: Based on a presence of an NRHP-eligible archaeological site (8PI66) within the southern portion of the Project Area and high archaeological potential of the remainder of the area as well as the projects location within a historic neighborhood, a detailed Desktop Analysis will be prepared to determine the needs of a Cultural Resource Assessment Survey (CRAS). The desktop analysis will review the results of the previous surveys in relation to the planned work, evaluate the existing conditions, and determine zones of archaeological potential within the project study area. The background research will assess, preliminarily, if there are any additional significant or potentially significant cultural resources, including archaeological sites and historic resources, within the Crystal Beach project limits (55hrs). An archaeological and historical reconnaissance survey will be conducted following the background research to assess the existing conditions (16 hrs). A brief memo will be prepared to provide a summary of the background research and reconnaissance survey (30 hours). These hours do not include a CRAS report;

Meetings – kick-off & progress meetings; following the Desktop Analysis, ACI will coordinate with the SH
 th archaeological survey is required for the project
 (10 hrs).

Time/duration: Task 16: Allow three weeks to complete the Desktop Analysis.

ATTACHMENT C – COST BREAKDOWN SUMMARY

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

CONSULTANT: WGI
PROJECT NAME: CRYSTAL BEACH DRAINAGE AND ROADWAY IMPROVEMENTS
PID NUMBER: 003896A
CONTRACT #: 25-0731-CCNA

Submitted: 4/10/2026

Revised:

Approved Job Classification	Project Manager 3	Project Manager 1	Principal Engineer	Chief Engineer 2	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineer Intern	Chief Designer	Senior Designer	Designer	Line Item Hours	WGI Task Total	Sub Consultant Fees
Approved Billable Rate (\$/hour)	\$296.80	\$208.76	\$315.64	\$294.90	\$272.14	\$245.19	\$201.89	\$159.71	\$119.98	\$182.23	\$171.71	\$151.44			
TASK DESCRIPTIONS															
1.0 Task 1 - Project Management and Contract Maintenance															
Monthly Meetings (PM)	20.0	25.0			12.0	36.0	24.0						45.0		\$7,935.00
Monthly Meetings (Staff)													72.0		\$7,113.00
Contract Maintenance	8.0	16.0											24.0		\$0.00
													0.0		\$0.00
													0.0		\$0.00
Task 1 Hours	28.0	41.0	0.0	0.0	12.0	36.0	24.0	0.0	0.0	0.0	0.0	0.0		141.00	
Task 1 Costs	\$8,310.40	\$8,559.16	\$0.00	\$0.00	\$3,265.68	\$8,826.84	\$4,845.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$33,807.44	\$15,048.00
2.0 Task 2 - Project Kick Off Meeting															
Kickoff meeting prep, mtg & documentation (PM)	3.0	3.0				4.0	4.0						6.0		\$285.00
Kickoff meeting prep, mtg & documentation (Staff)													8.0		\$663.00
													0.0		\$0.00
													0.0		\$0.00
													0.0		\$0.00
Task 2 Hours	3.0	3.0	0.0	0.0	0.0	4.0	4.0	0.0	0.0	0.0	0.0	0.0		14.00	
Task 2 Costs	\$890.40	\$626.28	\$0.00	\$0.00	\$0.00	\$980.76	\$807.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$3,305.00	\$948.00
3.0 Task 3 - Data Review, Site Visits and Field Drainage Reviews															
Data review	6.0	6.0				12.0	12.0						36.0		\$7,680.00
PM Site Visits	4.0	4.0											8.0		\$5,287.00
Staff Site Visits						8.0	8.0						16.0		\$0.00
Drainage Field Reviews						8.0	8.0						16.0		\$0.00
													0.0		\$0.00
Task 3 Hours	10.0	10.0	0.0	0.0	0.0	28.0	28.0	0.0	0.0	0.0	0.0	0.0		76.00	
Task 3 Costs	\$2,968.00	\$2,087.60	\$0.00	\$0.00	\$0.00	\$6,865.32	\$5,652.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$17,573.84	\$12,967.00
4.0 Task 4 - Project Production Team (PPT) Meetings															
PM PPT Meetings	8.0	12.0											20.0		\$1,140.00
Staff PPT Meetings						12.0	12.0						24.0		\$884.00
Responses to Comments (all phases)	2.0	2.0			8.0	26.0	26.0						64.0		\$0.00
													0.0		\$0.00
													0.0		\$0.00
Task 4 Hours	10.0	14.0	0.0	0.0	8.0	38.0	38.0	0.0	0.0	0.0	0.0	0.0		108.00	
Task 4 Costs	\$2,968.00	\$2,922.64	\$0.00	\$0.00	\$2,177.12	\$9,317.22	\$7,671.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$25,056.80	\$2,024.00
Task 5 - Stormwater Analysis															
5.1 Stormwater Hydrologic & Hydraulic Modeling	8.0	8.0			24.0	80.0	162.0	90.0					372.0		\$0.00
5.2 Model Peer Review Coordination	2.0	2.0				8.0	16.0	12.0					40.0		\$0.00
5.3 Green Infrastructure & Water Quality Treatment	4.0	4.0				8.0	20.0	73.0	32.0				141.0		\$0.00
													0.0		\$0.00
													0.0		\$0.00
Task 5 Hours	14.0	14.0	0.0	0.0	32.0	108.0	251.0	134.0	0.0	0.0	0.0	0.0		553.00	
Task 5 Costs	\$4,155.20	\$2,922.64	\$0.00	\$0.00	\$8,706.48	\$26,480.52	\$50,674.39	\$21,401.14	\$0.00	\$0.00	\$0.00	\$0.00		\$114,342.37	\$0.00
6.0 Task 6 - Design Submittal Requirements, Design Criteria															
6.1 Tree Inventory, Rating and Disposition Analysis		4.0											0.0		\$0.00
6.2 Basis of Design Report	4.0	8.0				32.0	32.0	16.0					92.0		\$18,180.00
6.3 30% Roadway and Drainage Plans	16.0	16.0			32.0	100.0	185.0	80.0		80.0	32.0		541.0		\$0.00

6.4 60% Design Plans and Revised Design Report	8.0	8.0			16.0	40.0	100.0	35.0		38.0			245.0			\$0.00
Task 6 Hours	28.0	36.0	0.0	0.0	48.0	172.0	317.0	131.0	0.0	118.0	32.0	0.0				\$0.00
Task 6 Costs	\$8,310.40	\$7,515.36	\$0.00	\$0.00	\$13,062.72	\$42,172.68	\$63,999.13	\$20,922.01	\$0.00	\$21,503.14	\$5,494.72	\$0.00			882.00	\$0.00
7.0 Task 7 - Roadway Analysis, Signing and Pavement Marking																
Typical Section Package	2.0	2.0			4.0	16.0	6.0						30.0			
Pavement Design Package	2.0	2.0			4.0	16.0	12.0						36.0			\$0.00
Master & Horizontal & Vertical Design Files					16.0	60.0	104.0	40.0		40.0			260.0			\$0.00
TTCP Analysis and Design Files		4.0				14.0	18.0			16.0			52.0			\$0.00
Design Variations and Exceptions	1.0	2.0				4.0	5.0						12.0			\$0.00
Signing & Pavement Marking Analysis & Plans	2.0	2.0				36.0	40.0			32.0			112.0			\$0.00
Task 7 Hours	7.0	12.0	0.0	0.0	24.0	146.0	165.0	40.0	0.0	88.0	0.0	0.0				
Task 7 Costs	\$2,077.60	\$2,505.12	\$0.00	\$0.00	\$6,531.36	\$35,797.74	\$37,349.65	\$6,388.40	\$0.00	\$16,036.24	\$0.00	\$0.00			502.00	\$0.00
8.0 Task 8 - Utility Coordination Support and Subsurface Utility Engineering																
8.1 Utility Coordination	2.0					2.0							4.0			
8.2 Utility Adjustment Plans	2.0					2.0							4.0			\$44,970.00
8.3 Utility Coordination Meetings	4.0	4.0			8.0		8.0						24.0			\$0.00
													0.0			\$0.00
													0.0			\$0.00
Task 8 Hours	8.0	4.0	0.0	0.0	8.0	4.0	8.0	0.0	0.0	0.0	0.0	0.0				\$0.00
Task 8 Costs	\$2,374.40	\$835.04	\$0.00	\$0.00	\$2,177.12	\$980.76	\$1,615.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			32.00	\$44,970.00
9.0 Task 9 - Utility Relocates and Improvements – Potable Water and Sanitary Sewer																
Utility coordination	2.0	2.0				8.0	4.0						16.0			
													0.0			\$148,420.00
													0.0			\$0.00
													0.0			\$0.00
													0.0			\$0.00
Task 9 Hours	2.0	2.0	0.0	0.0	0.0	8.0	4.0	0.0	0.0	0.0	0.0	0.0				\$0.00
Task 9 Costs	\$593.60	\$417.52	\$0.00	\$0.00	\$0.00	\$1,961.52	\$807.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			16.00	\$0.00
10.0 Task 10 - Public Engagement & Project Information Meeting																
One in person PIMs and One virtual PIM	4.0	4.0				20.0	20.0						48.0			
													0.0			\$2,160.00
													0.0			\$0.00
													0.0			\$21,290.00
													0.0			\$0.00
Task 10 Hours	4.0	4.0	0.0	0.0	0.0	20.0	20.0	0.0	0.0	0.0	0.0	0.0				\$0.00
Task 10 Costs	\$1,187.20	\$835.04	\$0.00	\$0.00	\$0.00	\$4,903.80	\$4,037.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			48.00	\$0.00
11.0 Task 11 - Floodplain Resiliency Analysis from Sea Level Rise																
FRT Assessment	2.0	2.0				12.0	12.0						28.0			
SLIP Study	1.0	1.0				5.0	5.0						12.0			\$0.00
Floodplain Impacts & Compensation Analysis	1.0	1.0				8.0	8.0						18.0			\$0.00
Virtual Meetings	2.0					2.0							4.0			\$0.00
													0.0			\$0.00
Task 11 Hours	6.0	4.0	0.0	0.0	0.0	27.0	25.0	0.0	0.0	0.0	0.0	0.0				\$0.00
Task 11 Costs	\$1,780.80	\$835.04	\$0.00	\$0.00	\$0.00	\$6,620.13	\$5,047.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			62.00	\$0.00
12.0 Task 12 - Environmental and Ecological Services and Permitting																
ERP Application & Permitting - Engineering	2.0	2.0				8.0	8.0						20.0			
County RW Utilization Permit	2.0	2.0				10.0	10.0						24.0			\$0.00
													0.0			\$29,568.00
													0.0			\$0.00
													0.0			\$0.00
Task 12 Hours	4.0	4.0	0.0	0.0	0.0	18.0	18.0	0.0	0.0	0.0	0.0	0.0				\$0.00
Task 12 Costs	\$1,187.20	\$835.04	\$0.00	\$0.00	\$0.00	\$4,413.42	\$3,634.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			44.00	\$0.00
13.0 Task 13 - 90% & 100% and Final Design Plans																
90%, 100% and Final Plans (Roadway & Drainage)	12.0	12.0			8.0	32.0	60.0	20.0		32.0			176.0			
90%, 100% and Final Design Report	2.0	2.0				16.0	16.0						36.0			\$0.00
													0.0			\$0.00
													0.0			\$0.00
													0.0			\$0.00
Task 13 Hours	14.0	14.0	0.0	0.0	8.0	48.0	76.0	20.0	0.0	32.0	0.0	0.0				\$0.00
Task 13 Costs	\$4,155.20	\$2,922.64	\$0.00	\$0.00	\$2,177.12	\$11,769.12	\$15,343.64	\$3,194.20	\$0.00	\$5,831.36	\$0.00	\$0.00			212.00	\$0.00

14.0 Task 14 - Internal Quality Assurance/Quality Control (QA/QC) Plan and														\$45,393.28	\$0.00
QA/QC Plan	2.0	2.0			5.0	5.0							14.0		
Roadway	2.0	2.0			22.0	22.0							48.0		\$0.00
Drainage	2.0	2.0			26.0	26.0									\$0.00
S&PM	1.0	1.0			5.0	5.0							12.0		\$0.00
Project (subconsultant management)	4.0	4.0											8.0		\$0.00
Task 14 Hours	11.0	11.0	0.0	0.0	58.0	58.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		\$0.00
Task 14 Costs	\$3,264.80	\$2,296.36	\$0.00	\$0.00	\$15,784.12	\$14,221.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		138.00
														\$35,596.30	\$0.00
15.0 Task 15 - Phase 1 Cultural Resource Assessment Survey (CRAS) Needs															
														0.0	
														0.0	\$0.00
														0.0	\$0.00
														0.0	\$0.00
Task 16 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$15,846.49
Task 16 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
														\$0.00	\$15,846.49
16.0 Task 16 - Post Design Support (Time & Materials)															
Bid Assistance	2.0	2.0			12.0	12.0								28.0	
Construction Services Support	2.0	2.0			34.0	34.0								72.0	\$22,975.00
Meetings	14.0	14.0			14.0	14.0									\$0.00
As-Built Certification and Record Drawings	2.0	2.0			24.0	24.0					16.0			68.0	\$9,829.00
Construction In-Person Project Information Meeting	2.0	2.0			34.0	35.0								73.0	\$0.00
Change Orders	2.0	2.0			9.0	18.0					9.0			40.0	\$0.00
Task 17 Hours	24.0	24.0	0.0	0.0	0.0	127.0	137.0	0.0	0.0	0.0	25.0	0.0	0.0		\$0.00
Task 17 Costs	\$7,123.20	\$5,010.24	\$0.00	\$0.00	\$0.00	\$31,139.13	\$27,658.93	\$0.00	\$0.00	\$4,555.75	\$0.00	\$0.00	\$0.00		337.00
														\$75,487.25	\$32,804.00
Task 17 - Optional Services (Time & Materials)															
Provide breakdown per task as Time & Materials															
1 - Additional Geotechnical Investigation (PM & Eng. includes map & coord) details = 40 hrs)	2.0				2.0									4.0	
	4.0				18.0		18.0							40.0	\$0.00
														0.0	\$33,222.00
														0.0	\$0.00
														0.0	\$0.00
Task Hours	4.0	0.0	0.0	0.0	0.0	18.0	0.0	18.0	0.0	0.0	0.0	0.0	0.0		\$20,000.00
Task Costs	\$1,187.20	\$0.00	\$0.00	\$0.00	\$0.00	\$4,413.42	\$0.00	\$2,874.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		40.00
														\$8,475.40	\$53,222.00
Contingency Services (Time & Materials)															
Provide breakdown per task as Time & Materials															
Task 18 - Contingency Services (Public Works)														0.0	
Task 19 - Contingency Services (Utilities)														0.0	\$70,000.00
															\$30,000.00
SUBTOTAL PROJECT STAFFHOURS - WGI - BASIC SERVICES															3,165.0
SUBTOTAL PROJECT COST - WGI - BASIC SERVICES															\$611,790.68
SUBTOTAL PROJECT COST - WGI - BASIC SERVICES WITH POST DESIGN															\$687,277.93
SUBTOTAL PROJECT COST WITH OPTIONAL SERVICES - WGI															\$695,753.33
SUBTOTAL PROJECT COST WITH CONTINGENCY SERVICES - WGI															\$795,753.33
										TOTAL PROJECT COST - BASIC SERVICES		\$923,212.17			
										TOTAL PROJECT COST WITH POST DESIGN		\$1,031,503.42			
										TOTAL PROJECT COST WITH OPTIONAL SERVICES		\$1,093,200.82			
										TOTAL PROJECT COST WITH OPTIONAL SERVICES & CONTINGENCIES		\$1,193,200.82			

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES	
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CONTRACT #: 25-0731-CCNA

Revised:

[illegible]

														0.0
														0.0
Task 5 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 5 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.0 Task 6 - Design Submittal Requirements, Design Criteria														
														0.0
														0.0
														0.0
														0.0
Task 6 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 6 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.0 Task 7 - Roadway Analysis														
														0.0
														0.0
														0.0
														0.0
Task 7 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 7 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.0 Task 8 - Utility Coordination Support and Subsurface Utility Engineering														
8.1 Utility Coordination	0.0	0.0	0.0	24.0	14.0	0.0	14.0	0.0						52.0
8.2 Utility Adjustment Plans	0.0	0.0	0.0	0.0	60.0	0.0	60.0	0.0						120.0
8.3 Utility Coordination Meetings & Review of County-prepared Utility Conflict Matrix	22.0	0.0	0.0	22.0	24.0	8.0	6.0	0.0						82.0
8.4 Review and Acceptance														0.0
														0.0
Task 8 Hours	22.0	0.0	0.0	46.0	98.0	8.0	80.0	0.0	0.0	0.0	0.0	0.0	0.0	254.00
Task 8 Costs	\$6,270.00	\$0.00	\$0.00	\$9,200.00	\$18,620.00	\$1,280.00	\$9,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,970.00
9.0 Task 9 - Utility Relocates and Improvements – Potable Water and Sanitary Sewer														
Utility Analysis	60.0	16.0	0.0	67.0	109.0	33.0	33.0	0.0	0.0	0.0	0.0	0.0	0.0	318.0
Utility Plans	70.0	19.0	0.0	70.0	123.0	35.0	35.0	0.0	0.0	0.0	0.0	0.0	0.0	352.0
Utility Permits	9.0	2.0	0.0	9.0	16.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	46.0
Utility supplemental specifications at 90% and Final submittals	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0					4.0
														0.0
Task 9 Hours	139.0	37.0	0.0	146.0	252.0	73.0	73.0	0.0	0.0	0.0	0.0	0.0	0.0	720.00
Task 9 Costs	\$39,615.00	\$11,285.00	\$0.00	\$29,200.00	\$47,880.00	\$11,680.00	\$8,760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$148,420.00
10.0 Task 10 - Public Engagement & Project Information Meeting														
Attend coordination meeting (4 hrs) and Public Information Mtg (4 hrs).	\$4	\$0	\$4	\$0	\$0	\$0	\$0	\$0						8.0
														0.0
														0.0
														0.0
Task 10 Hours	4.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.00
Task 10 Costs	\$1,140.00	\$0.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,160.00
11.0 Task 11 - Floodplain Resiliency Analysis from Sea Level Rise														
														0.0
														0.0
														0.0
														0.0
Task 11 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 11 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12.0 Task 12 - Environmental and Ecological Services and Permitting														
														0.0
														0.0
														0.0
														0.0

Task 12 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 12 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.0 Task 13 - 90% & 100% and Final Design Plans															
															0.0
															0.0
															0.0
															0.0
															0.0
Task 13 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 13 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.0 Task 14 - Internal Quality Assurance/Quality Control (QA/QC) Plan and Documentation															
															0.0
															0.0
															0.0
															0.0
															0.0
Task 14 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 14 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15.0 Task 15 - Phase 1 Cultural Resource Assessment Survey (CRAS) Needs Determination															
															0.0
															0.0
															0.0
															0.0
Task 15 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 15 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16.0 Task 16 - Post Design Support (Time & Materials)															
Provide breakdown per task as Time & Materials															
Utility Post Design	23.0	5.0	0.0	14.0	41.0	12.0	12.0	9.0	0.0	0.0	0.0	0.0	0.0	116.0	
														0.0	
														0.0	
														0.0	
														0.0	
Task 16 Hours	23.0	5.0	0.0	14.0	41.0	12.0	12.0	9.0	0.0	0.0	0.0	0.0	0.0	116.0	
Task 16 Costs	\$6,555.00	\$1,525.00	\$0.00	\$2,800.00	\$7,790.00	\$1,920.00	\$1,440.00	\$945.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,975.00	
Task 17 - Optional Services (Time & Materials)															
Provide breakdown per task as Time & Materials															
Task 17 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 17 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL PROJECT COST - BASIC SERVICES															1,172.0
SUBTOTAL PROJECT COST WITH POST DESIGN															\$212,590.00
TOTAL PROJECT COST WITH OPTIONAL SERVICES															\$235,565.00

														0.0
														0.0
														0.0
Task 6 Hours	0.0	24.0	20.0	24.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	88.00	
Task 6 Costs	\$0.00	\$6,456.00	\$4,420.00	\$4,344.00	\$2,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,180.00	
7.0 Task 7 - Roadway Analysis														
													0.0	
													0.0	
													0.0	
													0.0	
Task 7 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00	
Task 7 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8.0 Task 8 - Utility Coordination Support and Subsurface Utility Engineering														
													0.0	
													0.0	
													0.0	
													0.0	
Task 8 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00	
Task 8 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
9.0 Task 9 - Utility Relocates and Improvements – Potable Water and Sanitary Sewer														
													0.0	
													0.0	
													0.0	
													0.0	
Task 9 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00	
Task 9 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
10.0 Task 10 - Public Engagement & Project Information Meeting														
	0.0	0.0	0.0	0.0	0.0	0.0							0.0	
													0.0	
													0.0	
													0.0	
Task 10 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00	
Task 10 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
11.0 Task 11 - Floodplain Resiliency Analysis from Sea Level Rise														
													0.0	
													0.0	
													0.0	
													0.0	
Task 11 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00	
Task 11 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
12.0 Task 12 - Environmental and Ecological Services and Permitting														
Environmental and Ecological Assessment	0.0	4.0	18.0	20.0	0.0	2.0							44.0	
Environmental Permitting	0.0	8.0	20.0	78.0	0.0	0.0							106.0	
													0.0	
													0.0	
Task 12 Hours	0.0	12.0	38.0	98.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	150.00	
Task 12 Costs	\$0.00	\$3,228.00	\$8,398.00	\$17,738.00	\$0.00	\$204.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,568.00	
13.0 Task 13 - 90% & 100% and Final Design Plans														
													0.0	
													0.0	
													0.0	
													0.0	
													0.0	

Task 13 Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Task 13 Costs		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.0 Task 14 - Internal Quality Assurance/Quality Control (QA/QC) Plan and Documentation																
																0.0
																0.0
																0.0
																0.0
Task 14 Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 14 Costs		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15.0 Task 15 - Phase 1 Cultural Resource Assessment Survey (CRAS) Needs Determination																
																0.0
																0.0
																0.0
																0.0
Task 15 Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 15 Costs		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16.0 Task 16 - Post Design Support (Time & Materials)																
Post Design		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
																0.0
																0.0
																0.0
Task 16 Hours		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 16 Costs		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17.0 Task 17 - Optional Services (Time & Materials)																
2. Gopher Tortoise Permitting & Relocation; and Mitigation Planting Plan Drawings		0.0	16.0	42.0	60.0	40.0	28.0									186.0
																0.0
																0.0
																0.0
Task 17 Hours		0.0	16.0	42.0	60.0	40.0	28.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	186.00
Task 17 Costs		\$0.00	\$4,304.00	\$9,282.00	\$10,860.00	\$5,920.00	\$2,856.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,222.00
SUBTOTAL PROJECT COST																
TOTAL PROJECT COST WITH OPTIONAL SERVICES																
															309.0	\$61,695.00
																\$94,917.00

[illegible]

Task 13 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 13 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.0 Task 14 - Internal Quality Assurance/Quality Control (QA/QC) Plan and Documentation														
														0.0
														0.0
														0.0
														0.0
Task 14 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 14 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15.0 Task 15 - Phase 1 Cultural Resource Assessment Survey (CRAS) Needs Determination														
														0.0
														0.0
														0.0
														0.0
Task 15 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 15 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16.0 Task 16 - Post Design Support (Time & Materials)														
	55.0	14.0	3.0											72.0
														0.0
														0.0
														0.0
														0.0
Task 16 Hours	55.0	14.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	72.00
Task 16 Costs	\$7,700.00	\$1,736.00	\$393.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,829.00
Task 17 - Optional Services (Time & Materials)														
														0.0
														0.0
														0.0
														0.0
Task 17 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 17 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL PROJECT COST														228.0
SUBTOTAL PROJECT COST WITH POST DESIGN														\$21,290.00
TOTAL PROJECT COST WITH OPTIONAL SERVICES														\$31,119.00

[illegible]

Task 13 Hours															0.00
Task 13 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.0 Task 14 - Internal Quality Assurance/Quality Control (QA/QC) Plan and Documentation															
															0.00
															0.00
															0.00
															0.00
Task 14 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 14 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15.0 Task 15 - Phase 1 Cultural Resource Assessment Survey (CRAS) Needs Determination															
	8.0	21.0	16.0	13.0	23.0	4.0	15.0	17.0							117.0
															0.00
															0.00
															0.00
Task 15 Hours	8.0	21.0	16.0	13.0	23.0	4.0	15.0	17.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 15 Costs	\$687.36	\$2,849.91	\$3,312.80	\$1,491.10	\$2,418.91	\$433.60	\$1,769.10	\$2,883.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$117.00
16.0 Task 16 - Post Design Support (Time & Materials)															
Provide breakdown per task as Time & Materials															
															0.00
															0.00
															0.00
															0.00
Task 16 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 16 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17.0 Task 17 - Optional Services (Time & Materials)															
Provide breakdown per task as Time & Materials															
															0.00
															0.00
															0.00
															0.00
Task 17 Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00
Task 17 Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL PROJECT COST															117.0
TOTAL PROJECT COST WITH OPTIONAL SERVICES															\$15,846.49
															\$15,846.49

ATTACHMENT D – DESIGN SUBMITTAL CHECKLIST

Capital Improvement Program



Phase 30% Design Submittal Sufficiency Checklist

Last updated June 2021

30% Design Phase Goals:

- Establish typical sections
- Horizontal/vertical geometry

General Requirements:

- Plans must conform to the Pinellas County standards, specifications, stormwater/transportation manuals, and CAD Kit.
- All items are required unless otherwise identified as not applicable.
- All required items must be provided, or the plans review submittal will be rejected as incomplete.
- Additional documentation may be required per the project scope of work.

X or N/A	30% PLANS
	Key sheet
	Watershed map
	General notes
	Signature sheet (if multiple EORs)
	Typical section
	Project layout sheet
	Plan and profile sheets
	Demo sheet
	Special profiles
	Back of sidewalk profiles
	Intersection layout/detail sheet
	Cross sections with earthwork – place at critical points instead of solely at a set distance apart
	Driveway half-sections
	Conceptual Temporary Traffic Control Plan/Maintenance of Traffic (TTCP/MOT) plan, including JPA and utility relocation work
	Topographic/Hydrographic survey, including trees >4" DBH and utilities
	Grading plan
	Planting plan sheet
	Preliminary wetland delineation/jurisdictional boundaries
	AutoCAD Civil 3D files per Pinellas County CAD kit

X or N/A	30% DESIGN DOCUMENTATION
	Project schedule
	Scope of services

Capital Improvement Program



List of previously approved design criteria
PER/PD&E summary of commitments
Approved typical section
Draft pavement design
Engineer's estimate of probable construction costs
Project design directives
Draft design variations and/or exceptions
Preliminary proposed horizontal geometry computations
Preliminary proposed vertical geometry computations
Preliminary proposed superelevation computations
Preliminary stormwater/pond siting report
Design high water report
Preliminary geotechnical report
Existing right-of-way maps or right-of-way control survey (by County)
Community involvement/public information meeting plan
Sidewalk location matrix
PPT comments and responses from all previous reviews and meeting minutes
30% QC set of plans with all revisions, comments, and responses
Hydraulic analysis – memo/report for existing and proposed condition
ICPR v4 existing and proposed conditions models (ECM and PCM), with graphics, background images, PDF of results, and all associated GIS files for each design storm
Preliminary bridge hydraulics report
Preliminary cross drain and outfall analysis
Water quality calculations and all associated data
Water/sediment quality testing memo summary and all laboratory data, including QC documentation.
Sediment characterization and summary of recommendations for beneficial reuse/disposition of dredged materials
Resource/measurable benefit calculations, signed/sealed (if project has a grant)
Geographic Information Systems (GIS) files
Preliminary environmental report, including threatened and endangered (T&E) species survey

ENGINEER OF RECORD CERTIFICATION:

I have reviewed the project submittal package and all required plan sheets, design elements and documents are included in the plans and project documentation submitted.

Engineer of Record_____

Date_____ PID_____

FIRM PRINCIPAL (OVER AN OFFICER) CERTIFICATION:

Capital Improvement Program



I understand and agree that submittal of data which is contrary to that represented by the Engineer of Record or incomplete will result in the assignment of interim design grades no greater than 70.0 in the categories of Quality, Management and Schedule.

Firm Principal_____

Date_____ PID_____

Capital Improvement Program



Phase 60% Design Submittal Sufficiency Checklist

Last updated March 2024

60% Design Phase Goals:

- All comments from 30% phase have been incorporated into plans and design documentation
- Pay items/engineer's estimate
- Provide unique/non-standard specifications
- Plans have sufficient detail for permit applications and utility coordination
- Design elements are complete but subject to minor changes
- Identified real property needs (easements, property in fee, etc.)
- Identified design exceptions and variances

General Requirements:

- Plans must conform to the Pinellas County standards, specifications, stormwater/transportation manuals, and CAD Kit.
- All items are required unless otherwise identified as not applicable.
- All required items must be provided, or the plans review submittal will be rejected as incomplete.
- Additional documentation may be required per the project scope of work.

X or N/A	60% PLANS
	Key sheet
	Watershed maps (existing and proposed)
	General notes
	Signature sheet (if multiple EORs)
	Summary of quantities
	Typical sections
	Project layout sheet
	Plan and profile sheets
	Demo sheet
	Selective clearing and grubbing sheet
	Special profiles
	Back of sidewalk profiles
	Interchange layout sheet
	Summary of structures
	Intersection layout/detail sheet
	Ramp terminal detail
	Cross sections (roadway, lateral ditch, etc.) with earthwork – place at critical points instead of solely at a set distance apart
	Driveway half-sections
	Stormwater facility layout, sections, and details
	Structure details (stormwater, miscellaneous, etc.)

Capital Improvement Program



	Conceptual Temporary Traffic Control Plan/Maintenance of Traffic (TTCP/MOT) plan, including JPA and utility relocation work
	Topographic/Hydrographic survey, including trees >4" DBH and utilities
	Tree protection sheet, including table of trees to be saved/removed (location/coordinates, size, type)
	Grading plan
	Bridge plan and hydraulic recommendations sheet
	Soil survey (borrow site, roadway, stormwater, etc.)
	Planting plan sheet
	Wetland delineation/jurisdictional boundaries
	Erosion and sedimentation control sheets
	Stormwater Pollution Prevention Plan (SWPPP)
	Utility adjustment sheet(s)
	Geotechnical boring locations and information
	AutoCAD Civil 3D files per Pinellas County CAD kit

X or N/A	60% DESIGN DOCUMENTATION
	Project schedule
	Scope of services
	List of previously approved design criteria
	PER/PD&E summary of commitments
	Approved typical section package
	Approved pavement design package
	Engineer's estimate of probable construction costs, using County pay-items
	Project design directives
	Design variations and/or exceptions
	Stormwater design documentation, including all tabulations/computations
	Horizontal geometry computations
	Vertical geometry computations
	Superelevation computations
	Stormwater/pond siting and site selection report
	Design high water report
	Geotechnical report
	Lane closure analysis
	Driveway modifications report and half-sections
	Existing right-of-way maps or right-of-way control survey (by County)
	Certification that plans match the right-of-way maps
	Sea level rise analysis
	Community involvement/public information meeting plan
	Sidewalk location matrix
	Utility conflict matrix
	PPT comments and responses from all previous reviews and meeting minutes
	60% QC set of plans with all revisions, comments, and responses, including constructability

Capital Improvement Program



	review
	Hydraulic analysis – memo/report for existing and proposed condition
	ICPR v4 existing and proposed conditions models (ECM and PCM), with graphics, background images, PDF of results, and all associated GIS files for each design storm
	Bridge hydraulics report
	Cross drain and outfall analysis
	Water quality calculations and all associated data
	Water/sediment quality testing memo summary and all laboratory data, including QC documentation.
	Sediment characterization and summary of recommendations for beneficial reuse/disposition of dredged materials.
	Application packages for environmental, stormwater and any other applicable permits
	Pre-application meetings have been held with the responsible agencies for all applicable permits
	Supplemental specifications and special provisions (section D)
	Resource/measurable benefit calculations, signed/sealed (if project has a grant)
	Geographic Information Systems (GIS) files
	Environmental report, including threatened and endangered (T&E) species survey

ENGINEER OF RECORD CERTIFICATION:

I have reviewed the project submittal package and all required plan sheets, design elements and documents are included in the plans and project documentation submitted.

Engineer of Record _____

Date _____ PID _____

FIRM PRINCIPAL (OVER AN OFFICER) CERTIFICATION:

I understand and agree that submittal of data which is contrary to that represented by the Engineer of Record or incomplete will result in the assignment of interim design grades no greater than 70.0 in the categories of Quality, Management and Schedule.

Firm Principal _____

Date _____ PID _____

Capital Improvement Program



Phase 90% Design Submittal Sufficiency Checklist

Last updated January 2026

90% Design Phase Goals:

- All 60% phase comments have been addressed and incorporated into plans and design documentation
- Complete bid package with all required documentation (permits, reports, specifications, grant agreements, easements, JPAs, etc.).
- Real property needs are shown in the plans

General Requirements:

- Plans must conform to the Pinellas County standards, specifications, stormwater/transportation manuals, and CAD Kit.
- All items are required unless otherwise identified as not applicable.
- All required items must be provided, or the plans review submittal will be rejected as incomplete.
- Additional documentation may be required per the project scope of work.

X or N/A	90% PLANS
	Key sheet
	Watershed maps (existing and proposed)
	General notes
	Signature sheet (if multiple EORs)
	Summary of quantities
	Typical sections
	Project layout sheet
	Plan and profile sheets
	Demo sheet
	Selective clearing and grubbing sheet
	Special profiles
	Back of sidewalk profiles
	Interchange layout sheet
	Summary of structures
	Intersection layout/detail sheet
	Ramp terminal detail
	Retaining wall details
	Approach slab details
	Box culvert(s) details and data
	Special roadway/stormwater construction detail sheets
	Cross sections (roadway, lateral ditch, etc.) with earthwork – place at critical points instead of solely at a set distance apart
	Driveway half-sections
	Stormwater facility layout, sections, and details

Capital Improvement Program



	Structure details (stormwater, miscellaneous, etc.)
	Conceptual Temporary Traffic Control Plan/Maintenance of Traffic (TTCP/MOT) plan, including JPA and utility relocation work
	Topographic/Hydrographic survey, including trees >4" DBH and utilities
	Tree protection sheet, including table of trees to be saved/removed (location/coordinates, size, type)
	Grading plan
	Bridge hydraulic recommendations sheet
	Soil survey (borrow site, roadway, stormwater, etc.)
	Planting plan sheet
	Wetland delineation/jurisdictional boundaries
	Erosion and sedimentation control sheets
	Stormwater Pollution Prevention Plan (SWPPP)
	Utility adjustment sheet(s)
	Utility contract plans (UWHCAs)
	Geotechnical boring locations and information
	AutoCAD Civil 3D files per Pinellas County CAD kit

X or N/A	90% DESIGN DOCUMENTATION
	Project schedule
	Scope of services
	List of previously approved design criteria
	PER/PD&E summary of commitments
	Documentation of field review and meeting minutes
	Approved typical section package
	Approved pavement design package
	Engineer's estimate of construction costs, using County pay-items
	Project design directives
	Design variations and/or exceptions
	Stormwater design documentation, including all tabulations/computations
	Horizontal geometry computations
	Vertical geometry computations
	Superelevation computations
	Stormwater/pond siting and site selection report
	Design high water report
	Geotechnical report
	Lane closure analysis
	Driveway modifications report and half-sections
	Right-of-way maps or right-of-way control survey (by County)
	Certification that plans match the right-of-way maps
	Sea level rise analysis

Capital Improvement Program



	Community involvement/public information meeting results
	Sidewalk location matrix
	Utility conflict matrix
	PPT comments and responses from all previous reviews and meeting minutes
	90% QC set of plans with all revisions, comments, and responses, including constructability review
	Hydraulic analysis – memo/report for existing and proposed condition
	ICPR v4 existing and proposed conditions models (ECM and PCM), with graphics, background images, PDF of results, and all associated GIS files for each storm event
	Bridge hydraulics report
	Cross drain and outfall analysis
	Water quality calculations and all associated data
	Water/sediment quality testing memo summary and all laboratory data, including QC documentation.
	Sediment characterization and summary of recommendations for beneficial reuse/disposition of dredged materials.
	Submitted environmental, stormwater and any other applicable permit application package(s)
	Supplemental specifications and special provisions (section D)
	Resource/measurable benefit calculations, signed/sealed (if project has a grant)
	Geographic Information Systems (GIS) files
	Environmental report, including threatened and endangered (T&E) species survey
	SBE % recommendation and justification

ENGINEER OF RECORD CERTIFICATION:

I have reviewed the project submittal package and all required plan sheets, design elements and documents are included in the plans and project documentation submitted.

Engineer of Record _____

Date _____ PID _____

FIRM PRINCIPAL (OVER AN OFFICER) CERTIFICATION:

I understand and agree that submittal of data which is contrary to that represented by the Engineer of Record or incomplete will result in the assignment of interim design grades no greater than 70.0 in the categories of Quality, Management and Schedule.

Firm Principal _____

Date _____ PID _____

Capital Improvement Program



Phase 100% Design Submittal Sufficiency Checklist

Last updated March 2024

100% Design Phase Goals:

- All comments from 90% phase have been addressed and incorporated into the plans and design documentation
- Complete bid package with all required documentation (permits, reports, specifications, etc.).
- Biddability/constructability issues resolved
- All required real property acquisitions are shown in plans

General Requirements:

- Plans must conform to the Pinellas County standards, specifications, stormwater/transportation manuals, and CAD Kit.
- All items are required unless otherwise identified as not applicable.
- All required items must be provided, or the plans review submittal will be rejected as incomplete.
- Additional documentation may be required per the project scope of work.

X or N/A	100% PLANS
	Key sheet
	Watershed maps (existing and proposed)
	General notes
	Signature sheet (if multiple EORs)
	Summary of quantities
	Typical sections
	Project layout sheet
	Plan and profile sheets
	Demo sheet
	Selective clearing and grubbing sheet
	Special profiles
	Back of sidewalk profiles
	Interchange layout sheet
	Summary of structures
	Intersection layout/detail sheet
	Ramp terminal detail
	Retaining wall details
	Approach slab details
	Box culvert(s) details and data
	Special roadway/stormwater construction detail sheets
	Cross sections (roadway, lateral ditch, etc.) with earthwork – place at critical points instead of solely at a set distance apart
	Driveway half-sections

Capital Improvement Program



	Stormwater facility layout, sections, and details
	Structure details (stormwater, miscellaneous, etc.)
	Conceptual Temporary Traffic Control Plan/Maintenance of Traffic (TTCP/MOT) plan, including JPA and utility relocation work
	Topographic/Hydrographic survey, including trees >4" DBH and utilities
	Tree protection sheet, including table of trees to be saved/removed (location/coordinates, size, type)
	Grading plan
	Bridge hydraulic recommendations sheet
	Soil survey (borrow site, roadway, stormwater, etc.)
	Planting plan sheet
	Wetland delineation/jurisdictional boundaries
	Erosion and sedimentation control sheets
	Stormwater Pollution Prevention Plan (SWPPP)
	Utility adjustment sheet(s)
	Utility contract plans (UWHCAs)
	Geotechnical boring locations and information
	AutoCAD Civil 3D files per Pinellas County CAD kit

X or N/A	100% DESIGN DOCUMENTATION
	Project schedule
	Scope of services
	List of previously approved design criteria
	PER/PD&E summary of commitments
	Documentation of field review and meeting minutes
	Approved typical section package
	Approved pavement design package
	Engineer's estimate of construction costs, using County pay-items
	Project design directives
	Design variations and/or exceptions
	Stormwater design documentation, including all tabulations/computations
	Horizontal geometry computations
	Vertical geometry computations
	Superelevation computations
	Stormwater/pond siting and site selection report
	Design high water report
	Geotechnical report
	Lane closure analysis
	Driveway modifications report and half-sections
	Right-of-way maps or right-of-way control survey (by County)
	Certification that plans match the right-of-way maps

Capital Improvement Program



	Sea level rise analysis
	Community involvement/public information meeting results
	Sidewalk location matrix
	Utility conflict matrix
	PPT comments and responses from all previous reviews and meeting minutes
	100% QC set of plans with all revisions, comments, and responses, including constructability review
	Hydraulic analysis – memo/report for existing and proposed condition
	ICPR v4 existing and proposed conditions models (ECM and PCM), with graphics, background images, PDF of results, and all associated GIS files for each design storm
	Bridge hydraulics report
	Cross drain and outfall analysis
	Water quality calculations and all associated data
	Water/sediment quality testing memo summary and all laboratory data, including QC documentation.
	Sediment characterization and summary of recommendations for beneficial reuse/disposition of dredged materials.
	All permits have been received (except for those to be obtained by the construction contractor)
	Supplemental specifications and special provisions (section D)
	Resource/measurable benefit calculations, signed/sealed (if project has a grant)
	Geographic Information Systems (GIS) files
	Environmental report, including threatened and endangered (T&E) species survey
	SBE % recommendation and justification

ENGINEER OF RECORD CERTIFICATION:

I have reviewed the project submittal package and all required plan sheets, design elements and documents are included in the plans and project documentation submitted.

Engineer of Record _____

Date _____ PID _____

FIRM PRINCIPAL (OVER AN OFFICER) CERTIFICATION:

I understand and agree that submittal of data which is contrary to that represented by the Engineer of Record or incomplete will result in the assignment of interim design grades no greater than 70.0 in the categories of Quality, Management and Schedule.

Firm Principal _____

Date _____ PID _____



EXHIBIT B - HOURLY RATE SHEET

SCHEDULE OF RATE VALUES

Crystal Beach Drainage and Roadway Improvements

Pinellas County Contract No. 25-0731-RFQ-CCNA

This document includes the schedule of rate values for WGI and our subconsultants (in alphabetical order) proposed for the referenced contract:

- WGI
- Archaeological Consultants
- Driggers
- ESA
- Harbor Coordination
- Streamline
- Valerin
- WSP

WGI, INC.

SCHEDULE OF RATE VALUES

9/25/2025

Crystal Beach Drainage and Roadway Improvements Contract No. 25-0731-RFQ-CCNA

Classification	FDOT Wage Rate Partially Loaded Actual Rate - Home *	Escalation to Contract Mid- Point	Operating Margin (Profit)	Fully Loaded Hourly Rate **
CEI Project Engineer	\$195.98	3.0%	12.0%	\$225.38
CEI Senior Inspector	\$117.19	3.0%	12.0%	\$134.77
Chief Designer	\$182.23	3.0%	12.0%	\$209.56
Chief Engineer 2	\$294.90	3.0%	12.0%	\$339.14
Designer	\$151.44	3.0%	12.0%	\$174.16
Engineer 1	\$159.71	3.0%	12.0%	\$183.67
Engineer 2	\$201.89	3.0%	12.0%	\$232.17
Engineering Intern	\$119.98	3.0%	12.0%	\$137.98
Principal Engineer	\$315.64	3.0%	12.0%	\$362.99
Project Manager 1	\$208.76	3.0%	12.0%	\$240.07
Project Manager 2	\$259.99	3.0%	12.0%	\$298.99
Project Manager 3	\$296.80	3.0%	12.0%	\$341.32
Secretary/Clerical	\$111.25	3.0%	12.0%	\$127.94
Senior Designer	\$171.71	3.0%	12.0%	\$197.47
Senior Engineer 1	\$245.19	3.0%	12.0%	\$281.97
Senior Engineer 2	\$272.14	3.0%	12.0%	\$312.96
Technician Aid	\$85.12	3.0%	12.0%	\$97.89
* Partially loaded rates include the multipliers for Overhead, Direct Expense % and FCCM published on page D1 of the Negotiations Handbook. Operating Margin is not included in the determination of Partially Loaded Actual Wage Rates (from FDOT Consultant Wage Rate Report dated 9/29/25; 1-year District 7 Home Office Rates; 75th Percentile)				
** - Includes labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc. and travel within the Tampa Bay Metropolitan Statistical Area. Rates effective for the initial contract term.				



ARCHAEOLOGICAL CONSULTANTS INC.

FEID No. 59-1712538

Date: September 24, 2025
RE: Crystal Beach Drainage and Roadway Improvements
Pinellas County, Florida
Contract No. 25-0731-RFQ-CCNA

Exhibit "A"

Schedule of Rate Values

ACI Job Classifications:	Fully Loaded Hourly Rates
Archaeologist	\$85.92
Chief Archaeologist	\$135.71
Chief Scientist	\$207.05
GIS Specialist	\$114.70
Scientist	\$105.17
Secretary/Clerical	\$108.40
Senior Archaeologist	\$117.94
Senior Scientist	\$169.63

The above billing rates are fully loaded (burdened) rates shall remain fixed for the duration.
The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations,
customary expenses such as copies, postage, etc., and travel.


NAME: Maranda A. Kles, Ph.D. RPA
TITLE: President

9/24/2025
Date

Geotechnical Engineering Services (Sub-Consultant: Driggers Engineering Services, Inc.)	
Classification	Hourly Rate
Construction Project Representative/Observer	\$ 90.00
Geotechnical Field Technician	\$ 80.00
Geotechnical Laboratory Technician	\$ 90.00
Laboratory Director	\$ 160.00
Principal Geotechnical Engineer	\$ 230.00
Senior Geotechnical Engineer	\$ 200.00
Geotechnical Field Testing Services (Sub-Consultant: Driggers Engineering Services, Inc.)	
	Unit Rate
Mobilization and Demobilization of 3-Man Crew (readily accessible to truck-mounted drilling equipment)	\$ 550.00/ LS
Crew Time (3-man crew and drilling equipment on water [minimum 8 hours per day])	\$ 420.00/ Hr.
Portable Self-Propelled Barge and Work Boat Note: Mobilization and Demobilization quoted based upon job requirements	\$ 1,200.00/Day
Standard Penetration Test Borings (ASTM D-1586, split-spoon sampling; Standard Truck-Mounted Drill Unit)	
0-50 Feet	
i. Soil	\$ 18.00/LF
ii. Rock	\$ 20.00/LF
iii. Cemented Soil (N>50)	\$ 20.00/LF
50-100 Feet	
i. Soil	\$ 20.00/LF
ii. Rock	\$ 22.00/LF
iii. Cemented Soil (N>50)	\$ 22.00/LF
100-150 Feet	
i. Soil	\$ 24.00/LF
ii. Rock	\$ 28.00/LF
iii. Cemented Soil (N>50)	\$ 28.00/LF
Track-Mounted Drill Unit	
0-50 Feet	
i. Soil	\$ 22.00/LF
ii. Rock	\$ 25.00/LF
iii. Cemented Soil (N>50)	\$ 25.00/LF
50-100 Feet	
i. Soil	\$ 25.00/LF
ii. Rock	\$ 28.50/LF
iii. Cemented Soil (N>50)	\$ 28.50/LF
Tripod or Limited Access Drill Unit Equipment (3-man crew and equipment [minimum 8 hours per day])	\$ 320.00/Hr.

Undisturbed Sampling in Conjunction with Boring (3" O.D. Shelby tube samples)	\$ 150.00/Ea.
Grouting of Boreholes per SWFWMD Regulations	\$ 6.50/LF
4" Temporary Casing (only if needed)	\$ 8.50/LF
Patch Borehole in Asphalt or Concrete	\$ 85.00/Ea.
Double-Ring Infiltration Test (local and depth ≤ 3 feet [ASTM D-3385]) Depth greater than 3 feet to be negotiated based on depth requirements	\$ 650.00/Ea.
Hand Auger Boring	\$ 13.00/LF
Hand Cone Penetrometer	\$ 5.00/LF
Geotechnical Laboratory Testing Services (Sub-Consultant: Driggers Engineering Services, Inc.)	Unit Rate
Consolidation Test	\$ 450.00/Ea.
Laboratory Permeability on Sand (ASTM D-2434-74)	\$ 225.00/Ea.
Unconfined Compression Test	\$ 160.00/Ea.
Grainsize Analysis (ASTM D-422-92)	\$ 45.00/Ea.
Atterberg Limit (plastic and liquid [ASTM D-43-18-87])	\$ 85.00/Ea.
Organic Content (FM 1T-267)	\$ 45.00/Ea.
Specific Gravity of Soil (ASTM D-854-92)	\$ 45.00/Ea.
Hydrometer of Soil (ASTM D-422-92)	\$ 165.00/Ea.
Moisture Content (ASTM D-2216)	\$ 10.00/Ea.
Permeability with Back Pressure Saturation (ASTM D-5084-90)	\$ 500.00/Ea.
Corrosivity Series (resistance, pH, SO ₄ , CL [FDOT method])	\$ 325.00/Ea.
Field Sampling of Materials	\$ 75.00/Hr.

Billing rates represent the fully burdened hourly rates by employee classification including all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be invoiced in accordance with Florida Statutes.



5404 Cypress Center Dr.
Suite 125
Tampa, FL 33609
813.207.7200 [phone](tel:813.207.7200)

esassoc.com

September 25, 2025

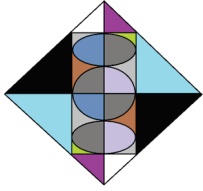
Subject: ESA Schedule of Rate Values
25-0731-RFQ-CCNA - Crystal Beach Drainage and Roadway Improvements

Please accept Environmental Science Associates' Schedule of Rate Values below:

Classification	ESA Burdened Rate by Classification
Director	\$363
Managing Scientist	\$299
Senior Environmental Scientist	\$269
Environmental Scientist III	\$221
Environmental Scientist II	\$181
Environmental Scientist I	\$148
Environmental Technician	\$102

Sincerely,

Chris Warn
Vice President



HARBOR COORDINATION SOLUTIONS, INC.

2519 N. McMullen Booth Rd
Suite 510, #124
Clearwater, FL 33761

September 25, 2025

Mike Mills, P.E.
WGI
1511 Westshore Blvd
Suite 500
Tampa, FL 33607

Re: **Pinellas County: Crystal Beach Drainage and Roadway Improvements
Contract No. 25-0731-RFQ-CCNA**

Dear Mr. Mills:

Harbor Coordination Solutions, Inc. offers this Letter of Intent to perform utility coordination services on the above referenced project. Harbor Coordination Solutions, Inc. is a certified Pinellas County DBE/SBE firm and we appreciate the opportunity to work with you on this project.

Position	Person	Loaded Rate
Chief Utility Coordinator	Jeanna Dean	\$197.32
Utility Coordinator	Heather Dean	\$125.80
Secretary/Clerical	Sarah Cole	\$104.32

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

Respectfully,

Jeanna Dean

Jeanna Dean
President

cc: File

THE VALERIN GROUP, INC.

2025 SCHEDULE OF RATES

<u>Classifications</u>	<u>Hourly Billing Rate*</u>
Community Outreach Specialist	\$140.00
Graphic Designer	\$124.00
Multimedia Specialist	\$131.00
 _____ Valerie Ciudad-Real President	<u>9/23/2025</u> _____ Date

*Note: Hourly billing rates do not include direct expenses associated with a project (i.e. printing, postage, venue rental, etc.). Direct expenses are reimbursed by Pinellas County with proof of payment.



Crystal Beach Drainage and Roadway Improvements RFP # 25-0731-RFQ-CCNA

Classification	LOADED
Project Manager 3	\$285.00
Chief Engineer 2	\$305.00
Chief Engineer 1	\$270.00
Senior Engineer 2	\$255.00
Senior Engineer 1	\$240.00
Engineer 2	\$200.00
Engineer 1	\$160.00
Engineering Intern	\$120.00
Chief Designer	\$190.00
Senior Designer	\$160.00
Chief Planner	\$265.00
Secretary / Clerical	\$105.00

EXHIBIT C – INSURANCE REQUIREMENTS**1. INSURANCE:**

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

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

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

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida 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. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.
- 1) Vendor shall also notify County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,
- D. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

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

1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
3. Provide that County will be an additional indemnified party of the subcontract;
4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;

EXHIBIT C – INSURANCE REQUIREMENTS

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

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

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

Limits

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

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

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

Limits

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

EXHIBIT C – INSURANCE REQUIREMENTS

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

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

Limits

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

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

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

Limits

Each Occurrence or Claim	\$ 3,000,000
General Aggregate	\$ 3,000,000

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

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

EXHIBIT D - GRANT PROVISIONS LPA0365

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD TERMS AND CONDITIONS APPLICABLE TO GRANT AGREEMENTS

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. **Signage Requirements**

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0365**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Pinellas County North Pinellas Stormwater Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☒	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.