

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.



CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Traffic Engineering Consultant Services for Advanced Traffic Management System

RFP CONTRACT NO. 22-0304-CN(PLU)

CONTINUING FIRM: Gannett Fleming, Inc.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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AGREEMENT

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL TRAFFIC ENGINEERING CONSULTANT SERVICES FOR
THE PUBLIC WORKS DEPARTMENT**

THIS AGREEMENT, entered into on the 8th day of Sept 20 22 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 **Gannett Fleming, Inc.**, with offices in Tampa, FL hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Public Works Department requires **PROFESSIONAL TRAFFIC ENGINEERING CONSULTANT SERVICES** associated with **Traffic Engineering Consultant Services for Advance Traffic management System** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL TRAFFIC ENGINEERING CONSULTANT SERVICES** requisite to the management needs of the COUNTY Public Works Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

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

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

The Pinellas County Board of County Commissioners is seeking qualified consultants to provide professional engineering services for the delivery of various projects programmed in the County's Capital Improvement Program (CIP). Projects selected for implementation under this design services contract may consist of, but not be limited to traffic engineering studies, intersection, signalization, intelligent transportation system and advanced traffic management system (ITS/ATMS) type improvements.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Public Works or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work (Exhibit B) for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

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

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

2.4.1 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.

2.4.2 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 do not fully conform to WCAG 2.0 A and AA, CONSULTANT 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, CONSULTANT 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 CONSULTANT of non-compliance. Within 30 days of CONSULTANT’S receipt of a non-compliance notice (“Notice”), CONSULTANT and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) (“Initial Meeting”).

Should CONSULTANT:

- 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,

Such shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject CONSULTANT to Section 20 “Indemnification” of this Agreement.

2.5 KEY PERSONNEL

2.5.1 The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

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

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

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

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

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

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.

3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.

3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.

3.1.4 The CONSULTANT shall provide the following, if requested:

- A. Support to COUNTY staff in development of a scope of services.
- B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans
 - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
- 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
- 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
- a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

SECTION 4 PERFORMANCE SCHEDULES

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Public Works or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.
- C. Each individual Work Assignment issued to the CONSULTANT must have at least a ten percent (10%) financial commitment to a certified Pinellas County Small Business Enterprise

subconsultant for individual work assignments valued at \$50,000.00 or greater. If the prime firm is an SBE, the requirement is already satisfied.

**SECTION 5
INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY**

5.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 et. seq.

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

Finance Division Accounts Payable
Pinellas County Board of County
Commissioners P. O. Box 2438
Clearwater, FL 33757
clerkconstructionap@co.pinellas.fl.us

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

SECTION 7 COMPENSATION TO THE CONSULTANT

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed two million five hundred thousand dollars (\$2,500,00.00). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 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 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignment as needed throughout the AGREEMENT term, thus Work Assignment authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignment unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

**SECTION 9
ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS**

9.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

9.2 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. The CONSULTANT may propose an alternate and/or additional subconsultant, other than the subconsultant(s) provided in the Agreement, however, the CONSULTANT: 1) shall provide a written explanation to the Purchasing Department and the responsible COUNTY department director or authorized designee for the alternate and/or additional subconsultant prior to the engagement; and 2) must receive written approval from the responsible COUNTY department director or authorized designee prior to the engagement.

Alternate and/or additional subconsultants shall have labor/equipment rates and labor categories consistent with those presented in the Agreement and shall not cause an increase to the original contract award amount. If the labor/equipment rates and labor categories offered by the alternate and/or additional subconsultant are not contained in the Agreement, the CONSULTANT must verify in writing to the Purchasing Department and the responsible COUNTY department director or authorized designee that the rates for the services and equipment provided are fair and reasonable and shall not cause an increase to the original contract award amount.

**SECTION 10
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 designated departmental Director or designed.

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

11.1 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.

11.2 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 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 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 work assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for five (5) years from the date of final payment.

12.4 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 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

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

13.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

SECTION 14 INSURANCE COVERAGE

The Consultant must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The Consultant must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached.

SECTION 15 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

**SECTION 16
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 contract, and it is not acting as an employee of Pinellas County. The 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 the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 17
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 contract 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 contract.

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the COUNTY.

**SECTION 20
INDEMNIFICATION**

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

**SECTION 21
INTEREST ON JUDGMENTS**

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

**SECTION 22
TERMINATION OF AGREEMENT**

22.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

22.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

22.3 In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the COUNTY.

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

**SECTION 23
AGREEMENT TERM**

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the first five (5) year term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided 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.

**SECTION 24
CONFLICT OF INTEREST**

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or CONSULTANTS who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

**SECTION 25
EXTENT OF AGREEMENT**

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, 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.

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

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

CONTRACTOR'S DUTY

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name

PINELLAS COUNTY, by and through its Board of County Commissioners

By: *Naldo Gonzalez*
Print Name: Naldo Gonzalez, P.E.
Title: Vice President Date: July 28, 2022

By: *Charles Johnson*
Chairman Date: 9/8/2022.



ATTEST:
Ken Burke, Clerk of the Circuit Court

By: *Deelyn Lewis*
Deputy Clerk Date: 9/8/2022.

APPROVED AS TO FORM

By: *Jacina Parson*
Office of the County Attorney

EXHIBIT A

PINELLAS COUNTY

Traffic Engineering Consultant Services for Advanced Traffic Management System
Contract No. 22-0304-CN(PLU)
HOURLY BILLING RATES

<u>Personnel Classification</u>	<u>Hourly Billing Rates</u>
Project Manager	\$266.65
Senior Engineer	\$251.17
Senior Designer	\$153.12
Transportation Data Scientist	\$308.80
Specialist	\$119.04
Designer	\$118.84
Engineer Intern	\$137.17
GIS Technician	\$232.95
Clerical/Secretary	\$112.32
Chief Planner	\$288.00
Senior Planner	\$205.12
Planner	\$112.96
Engineer 1	\$174.72
Engineer 2	\$259.50
CEI Inspector	\$111.04
CEI Senior Project Engineer	\$313.60
Senior Electrical & Mechanical Engineer	\$258.19
Hydrogological	\$189.76
Senior Hazardous & Solid Waste Engineer	\$212.16
Architect	\$286.40
Information & Communication Technology Specialist	\$269.76
Senior Structural Engineer	\$224.32
Structural Engineer	\$144.00
Senior Engineer Technician	\$111.04
Engineer Technician	\$113.92

June 2, 2022

Gannett Fleming Associates, Inc.

3820 Northdale Boulevard
 Northdale Executive Center I, Suite 210-B
 Tampa, Florida 33624

Schedule of Rates

Project No: 22-0304-CN-VG
 Project Title: Traffic Engineering Consultant Services for Advanced Traffic Management System
 Consultant: **Gannett Fleming Associates, Inc.**
 Subconsultant Name: AREHNA Engineering, Inc.

The following rates are AREHNA's proposed staff rates for the above referenced contract. We understand that the rates shall be held firm for the initial contract term and no rate increases shall be granted during this time.

STAFF CLASSIFICATION	BILLING RATE (\$/HR)
Chief Engineer	\$160.00
Clerical	\$60.00
Engineer	\$118.00
Engineer Intern	\$95.00
Engineering Technician	\$58.00
Principal Engineer	\$225.00
Senior Designer	\$101.00
Senior Engineer	\$210.00
Senior Engineering Technician	\$82.00

We look forward to working with you on the contract. If you have any questions or require further information, please contact our office at 813-944-3464.

Sincerely,



Jessica McRory, PE
 President

Standard Items and Item Descriptions for Geotechnical and Materials firms

Item #	Item Description	Unit	Unit Price
101	Aggregate Carbonates & Organic Matter FM 5-514	Test	\$ 135.64
102	Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 61.58
104	Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	\$ 94.07
105	Aggregate Soundness AASHTO T104	Test	\$ 437.50
106	Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 118.68
107	Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 45.98
108	Aggregate Unit Mass & Voids AASHTO T19	Test	\$ 58.92
109	Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	\$ 173.25
200	Asphalt Bulk Specific Gravity FM 1-T166	Test	\$ 71.24
201	Asphalt Content FM 5-563	Test	\$ 149.19
204	Asphalt Gradation FM 1-T030	Test	\$ 330.00
207	Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$ 353.00
208	Asphalt Max Specific Gravity FM 1-T209	Test	\$ 152.00
209	Asphalt Pavement Coring - 4in dia with Base Depth Check	Each	\$ 146.00
210	Asphalt Pvmt. Coring - 4in dia without Base Depth Check	Each	\$ 131.00
211	Asphalt Pavement Coring - 6in dia with Base Depth Check	Each	\$ 162.00
212	Asphalt Pvmnt Coring - 6in dia without Base Depth Check	Each	\$ 142.00
300	Concrete Beam Flexural Testing ASTM C78	Test	\$ 62.00
301	Concrete Compressive Strength of Grout/Mortar ASTM C109	Test	\$ 36.00
302	Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 27.00
303	Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 75.00
304	Concrete Masonry Unit Sampling & Testing ASTM C140	Test	\$ 121.75
305	Concrete Pavement Coring - 4in Dia	Each	\$ 175.00
306	Concrete Pavement Coring - 6in Dia	Each	\$ 207.00
401	Geo Auger Borings-H& & Truck/Mud Bug	LF	\$ 11.76
404	Geo Backhoe (Rental without labor)	Task	\$ 492.53
406	Geo Barge (Rental without labor)	Task	\$ 6,000.00
407	Geo Chainsaw (Owned)	Day	\$ 149.80
408	Geo Concrete Pad & Cover for Monitoring Wells	Each	\$ 305.56
415	Geo Double Ring Infiltration ASTM D3385	Each	\$ 566.84
417	Geo Dozer (Rental without labor)	Task	\$ 1,037.80
418	Geo Drill Crew Support Vehicle	Day	\$ 205.76
427	Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 64.58
428	Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 67.66
429	Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 80.82
430	Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 90.21
431	Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	\$ 105.15
432	Geo Field Perm 0-10 Ft Open-End Borehole Method	Each	\$ 388.28

433	Geo Field Perm 10-25Ft Open-End Borehole Method	Each	\$	499.91
440	Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$	6.34
441	Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$	7.85
442	Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$	11.57
443	Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$	15.98
444	Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	\$	15.75
445	Geo Grouted Monitor Well 2in 0-50 Ft	LF	\$	38.33
446	Geo H& Auger with DCP (0-50 ft) ASTM D1452	LF	\$	25.44
450	Geo Piezometer 2in 0-50 Ft	LF	\$	60.14
462	Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	LF	\$	60.57
463	GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	LF	\$	49.39
464	Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	LF	\$	69.27
465	GeoRocCoring Truck/MudBug 50-100 Ft les than 4in ID	LF	\$	58.22
466	GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	LF	\$	81.42
467	GeoRocCoring Truck/MudBug 100-150 Ft les than 4in ID	LF	\$	72.15
468	GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over	LF	\$	97.07
469	GeoRocCoring Truck/MudBug 150-200 Ft les than 4in ID	LF	\$	99.75
470	GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over	LF	\$	124.55
471	GeoRocCoring Truck/MudBug 200-250 Ft les than 4in ID	LF	\$	77.37
472	Geo Saximeter Testing	Hour	\$	144.74
478	Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$	15.79
479	Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$	19.28
480	Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$	31.22
481	Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$	42.23
482	Geo SPT Truck/Mud Bug 200-250 Ft	LF	\$	50.30
488	Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$	10.35
489	Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$	14.25
490	Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	\$	17.50
491	Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	\$	20.99
492	Geo Temp Casing 3in Truck/Mud Bug 200-250 Ft	LF	\$	23.10
498	Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	\$	11.63
499	Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	\$	15.20
500	Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	LF	\$	16.50
501	Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	LF	\$	18.75
502	Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft	LF	\$	22.38
508	Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	LF	\$	17.50
509	Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	LF	\$	20.94
510	Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	LF	\$	25.41
511	Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft	LF	\$	28.35
512	Geo Temp Casing 6in Truck/Mud Bug 200-250 Ft	LF	\$	30.00
514	Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$	565.00
519	Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$	202.37
520	Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$	242.67
521	Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$	315.00

522	Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$	268.70
531	Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$	310.50
532	Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$	302.20
538	Geo Clearing Equipment	Day	\$	2,075.00
539	Geo Wash Boring, 0-50 Ft	LF	\$	18.90
540	Geo Wash Boring, 50-100 Ft	LF	\$	13.42
541	Geo Wash Boring, 100-150 Ft	LF	\$	20.06
542	Geo Wash Boring, 150-200 Ft	LF	\$	19.44
543	Geo Wash Boring, 200-250 Ft	LF	\$	22.98
602	Mobilization - Vibration Monitoring Equipment	Each	\$	367.83
603	Mobilization Asphalt Coring Equipment	Each	\$	380.00
606	Mobilization Concrete Coring	Each	\$	380.00
612	Mobilization Drill Rig Truck Mount	Each	\$	495.00
702	MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	\$	3.00
706	MOT Portable Sign	Each	\$	48.00
708	MOT Provide Channelizing Devices - Cone	Each	\$	2.50
712	MOT Support Vehicle	Hour	\$	137.95
800	Soils Chloride Soil or Water FM 5-552	Test	\$	90.56
801	Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	\$	92.75
802	Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	\$	605.16
803	Soils Consolidation - Constant Strain ASTM D4186	Test	\$	603.36
804	Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$	174.25
805	Soils Corrosion Series FM 5-550 through 5-553	Test	\$	274.97
806	Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$	395.34
808	Soils Flexible Wall Permeability ASTM D5084	Test	\$	470.31
809	Soils Hydrometer Only AASHTO T88	Test	\$	135.27
810	Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$	416.20
811	Soils Liquid Limit AASHTO T89	Test	\$	62.70
812	Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$	50.00
817	Soils Moisture Content Laboratory AASHTO T265	Test	\$	17.23
818	Soils Moisture Content Microwave AASHTO D4643	Test	\$	20.09
819	Soils Organic Content Ignition FM 1 T-267	Test	\$	48.35
821	Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$	194.95
822	Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$	73.96
823	Soils Permeability Constant Head AASHTO T215	Test	\$	365.00
824	Soils Permeability Falling Head FM 5-513	Test	\$	328.53
825	Soils pH Soil or Water FM 5-550	Test	\$	47.36
826	Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$	70.00
827	Soils Proctor Modified FM 1-T180	Test	\$	158.47
828	Soils Proctor Standard AASHTO T99	Test	\$	158.61
829	Soils Resistivity Soil or Water FM 5-551	Test	\$	70.00
831	Soils Specific Gravity AASHTO T100	Test	\$	86.63
832	Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	\$	151.28
833	Soils Sulfate Soil or Water FM 5-553	Test	\$	70.00

835	Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	\$	578.38
836	Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	\$	554.40
837	Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Test	\$	490.00
838	Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	\$	155.74
839	Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	\$	245.00

As the President of AREHNA Engineering, I certify that these are the normal rates charged to both private and public entities.


 Jessica McRory, PE



ECHEZABAL & ASSOCIATES, INC.

Surveying & Mapping

108 W. Country Club Drive
 2430 Estancia Blvd., Suite 202
 1609 S. S.R. 15-A, Suite 7

Tampa, FL 33612
 Clearwater, FL 33761
 Deland, FL 32720

Phone: 813-933-2505
 Phone: 727-796-8740
 Phone: 386-736-1030

		Chief Surveyor	SUR Surveyor	SUE Tech 1	SUE Tech 3	SUR Rod	SUR Instrument	SUR Party Chief	Survey/SUE Analyst 3
Unloaded		\$63.00	\$44.50	\$15.75	\$24.00	\$16.00	\$21.10	\$29.00	\$39.45
Overhead	1.9369	\$122.0247	\$86.1921	\$30.5062	\$46.4856	\$30.9904	\$40.8686	\$56.1701	\$76.4107
OM	0.305	19.2150	13.5725	4.3038	\$7.3200	4.8800	6.4355	8.8450	\$12.0323
FCCM	0.00504	0.3175	0.2243	0.0794	\$0.1210	0.0806	0.1063	0.1462	\$0.1988
Direct Exp.	0.2282	14.3766	10.1549	3.5942	\$5.4768	3.6512	4.8150	6.6178	\$9.0025
Multiplier	3.47514								
Loaded Hourly Rate		\$218.93	\$154.64	\$54.73	\$83.40	\$55.60	\$73.33	\$100.78	\$137.09

Survey Field Crews

		3-Person	4-Person
SUR Party Chief		\$100.78	\$100.78
SUR Instrument Person		\$ 73.33	\$ 73.33
SUR Rod Person		\$ 55.60	\$ 55.60
SUR Rod Person			\$ 55.60
	Loaded Hourly	\$229.71	\$285.31
8	Hours/Day	\$1,837.68	\$2,282.48

SUE Field Crews

		2-Person	3-Person
SUR Party Chief		\$100.78	\$100.78
SUR SUE Tech 3		\$ 83.40	\$ 83.40
SUR SUE Tech 1			\$ 54.73
	Loaded Hourly	\$184.18	\$238.91
8	Hours/Day	\$1,473.44	\$1,911.28



KISINGER CAMPO & ASSOCIATES, CORP.
 (Subconsultant to Gannett Fleming, Inc.)

Pinellas County

**Traffic Engineering Consultant Services for Advanced Traffic Management System - Intelligent Transportation Services
 Proposal #22-0304-CN-VG**

<u>Job Classification</u>	<u>Billing Rate</u>
CHIEF ENGINEER	\$255.79
SENIOR ENGINEER	\$237.89
SENIOR PROJECT ENGINEER	\$199.33
PROJECT ENGINEER	\$172.43
ENGINEER	\$146.34
ENGINEERING INTERN	\$109.72
SENIOR DESIGNER	\$152.99
DESIGNER	\$134.47
SENIOR ENGINEERING TECHNICIAN	\$116.05
ENGINEERING TECHNICIAN	\$86.42
CHIEF SCIENTIST	\$211.40
SENIOR ENVIRONMENTAL SPECIALIST	\$161.63
ENVIRONMENTAL SPECIALIST	\$90.22
GIS SPECIALIST	\$119.78
SECRETARY / CLERICAL	\$87.94
CEI - SENIOR PROJECT ENGINEER	\$252.74
CEI - SENIOR INSPECTOR	\$97.29
CEI - INSPECTOR	\$74.58



PINELLAS COUNTY

Traffic Engineering Consultant Services for Advanced Traffic Management System – Intelligent Transportation Services

Proposal No. 22-0304-CN-VG

HOURLY BILLING RATES

Personnel Classification	Hourly Billing Rates
Principal Landscape Architect	\$200
Senior Landscape Architect	\$160
Landscape Architect	\$145
CADD Technician	\$90

- Athletic Complex Design
- Commercial Development
- Construction Engineering and Inspection (CEI)
- Construction Management
- Environmental Services and Water Resources
- Geotechnical Engineering
- Landscape Architecture
- Land Development
- Materials Testing
- Municipal Services
- Parks and Recreation
- Pavement Management
- Planning
- Power Services
- Roadway Design
- Stormwater Services
- Sinkhole Services
- Structural Engineering
- Survey and Mapping
- Transportation Utilities

AT THE READY

3918 N. Highland Avenue, Tampa, FL 33603
 P: (813) 361-2644 | F: (813) 223-2469

ULTRA ENGINEERING

Pinellas County

Traffic Engineering Consultant Services for Advanced Traffic Management System – Intelligent Transportation Services

Proposal 22-0304-CN-VG

Hourly Billing Rates

Personnel Classification	Hourly Billing Rates
Senior Traffic/ITS Engineer	\$200
Senior Traffic/ITS Specialist	\$130
Traffic/ITS Engineer	\$150
Senior Engineering Technician	\$122
Engineering Technician	\$94
Clerical/Administrative	\$88

MSW Management, LLC D/B/A Ultra Engineering

12775 Stone Pine Way · Wellington, FL 33414

+1.561.543.6112

EXHIBIT B - SCOPE OF WORK

Proposal Title: Traffic Engineering Consultant Services for Advanced Traffic Management System**Proposal Number: 22-0192-CN-VG****A. OBJECTIVE:**

The Pinellas County Board of County Commissioners is seeking qualified consultants to provide professional engineering services for the delivery of various projects programmed in the County's Capital Improvement Program (CIP). Projects selected for implementation under this design services contract may consist of, but not be limited to: traffic engineering studies, intersection, signalization, intelligent transportation system and advanced traffic management system (ITS/ATMS) type improvements. Design of these projects may also include permitting, coordination with utility agency owners, public outreach, and project support for right-of-way and easement acquisition. Work may also include design project management to supplement County Engineering staff, program management, construction engineering and inspection (CEI), engineering evaluations, and technical presentations.

B. BACKGROUND:

Pinellas County has a robust traffic engineering and ITS/ATMS program which has been in place since 2006. The ITS/ATMS program is still expanding throughout the arterial roadway system and existing system requires extensive management. Pinellas County has been fortunate to receive numerous state and federal grants for the design and construction of the ITS/ATMS system as well as intersection and signalization improvements. This program is expected to continue to grow and require additional maintenance and replacement efforts over the next 10 years. This contract will replace Contract No. 167-0005-CN. The County will be pursuing multiple awardees for this work.

C. SCOPE OF WORK:

Pinellas County requires the support of a continuing Engineering and Information and Communication Technology (ICT) consultant, for a wide range of engineering, technical, computer, communications, management and administrative services. The primary program is the design, construction, operation and maintenance of the Pinellas County ITS/ATMS as documented in Exhibit A the "Intelligent Transportation Systems / Advanced Traffic Management System (ITS) Implementation Plan".

The successful firms shall furnish all services, equipment, and manpower necessary for the work described in the Work Assignment Scope of Services and in accordance with the intent of the contract.

Design activities shall be supported by design calculations properly identified as to the subject and topic. Design references and any assumptions shall be noted. Calculations, if required by County Project Manager, shall be in conformance with standard engineering or ICT practices. Design notes and computations shall be in a suitable report format and provided electronically. The report shall be properly indexed as to content. All documents shall receive quality control checks and reviews as outlined/provided by the County. All quality control documents shall be provided with each submittal.

The firm shall provide computer files of the proposed design in AutoCAD, in the latest version supported by Pinellas County Public Works Department, and complete with all objects depicted according to software requirements and the Pinellas County CADD Standards.

The following are representative tasks that may be required as part of completion and management of the ITS/ATMS Program and as such may be required as part of this contract. The Firm shall provide the following, if requested.

- a. Assist County staff in development of scope of services, contracts, memorandums of understanding (MOU) or inter-local agreements.
- b. Reviews of plan submittals, engineering and other calculations, schedules, and other technical documents.
- c. Quality control and constructability reviews of plans.
- d. Review of project requirements and hardware configuration analysis, including system architecture, interfaces, communications, equipment, devices, and computers to assure consistency and compatibility with the Countywide ITS/ATMS project or the applicable phases of a major roadway construction project.
- e. Perform system engineering with integration at the local level and at system level.
- f. Perform and/or observe testing throughout all phases of an ITS project or the applicable phases of a major roadway construction project and perform an analysis of budget losses and comparison of optical time-domain reflectometer (OTDR) tests relative to design requirements and standards.

EXHIBIT B – SCOPE OF WORK

- g. Perform Construction Engineering and Inspection services for ITS/ATMS construction Projects (Note: The firm will not be able to perform CEI services if they provided the initial design services).
- h. Technical support for Project Manager during project procurement and management phases.
- i. Provide assistance with fiber and network management.
- j. Review and support for Project Managers in the procurement of ITS equipment and devices including software dependent hardware.
- k. Coordination and assistance with development of system testing and acceptance procedures, as well as the overall and project specific System Engineering Management Plans (SEMP).
- l. Coordination and assistance in conducting and documenting acceptance testing and configuration of all devices, equipment, and hardware installed by contractors.
- m. Provide assistance with the management and operation of the Primary Control Center (PCC), ATMS, ITS and Advance Traveler Information Systems (ATIS).
- n. Provide ICT support related, but not limited to, the following: ITS/ATMS software and related database(s), software and firmware applications, asset management applications, networking, integration, configuration, troubleshooting and system/server support.
- o. Provide research, evaluation, testing and simulation for existing and proposed ITS/ATMS software, hardware and communications infrastructure.
- p. Provide communications support with networks, hardware, software and devices that are maintained and used in the ITS/ATMS operations.
- q. Develop, update and maintain Standard Operating Procedures (SOP) for the Countywide ITS/ATMS System. Provide operational training to County staff, local agencies, consultants, or others as determined by the County.
- r. Provide assistance with the implementation, management and operation of the Highway Advisory Radio (HAR) system.
- s. Perform signal operations analysis, timing and studies. Assist in signal system database development, input, integration and operation.
- t. Provide assistance with the development, management, operation and content management of an ITS/ATMS website.
- u. Provide assistance for bench and field-testing of ITS/ATMS devices during integration activities.
- v. Design of ITS/ATMS systems to include, but not limited to, fiber optic lines, controllers, CCTV cameras, repeaters, Dynamic Message Sign (DMS), geotechnical evaluations for DMS foundations and poles, preparation of cost estimates, and preparation of plans and technical specifications for construction purposes.
- w. Conduct traffic analysis to determine needs for intersection improvements, geotechnical evaluations, mast arm design, evaluation of alternative improvements and preparation of associated cost estimates, permitting, utility coordination, ADA evaluation of existing sidewalk and curb ramps, and preparation of plans and technical specifications for construction purposes.

Work to be performed by the consultant shall be on a work assignment basis. Work assignments shall be initiated by the County-assigned project manager. Prior to any work assignments being initiated, based on mutual discussions between the County and the consultant, the consultant may be required to prepare a detailed scope of work and schedule for the assignment which shall include a not to exceed budget amount for the assignment. The Consultant shall not perform work under the contract without written authorization from the County in the form of a Notice to Proceed Letter and Purchase Order. The consultant shall waive any claim for compensation for any work performed without written authorization.

EXHIBIT C - INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY

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

2. INDEMNIFICATION

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

3. INSURANCE:

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

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

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

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

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.
- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

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

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

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

- 1) Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
- 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
- 3) Provide that County will be an additional indemnified party of the subcontract;
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
- 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
- 6) Assign all warranties directly to the County; 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	Florida Statutory
Employers' Liability Limits	
Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

If Licensee/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

- 3) **Professional Liability (Technology 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	\$2,000,000
General Aggregate	\$2,000,000

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

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

EXHIBIT D - CONTRACT PROVISIONS ARPA

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS 22-0304-NC(PLU)

Traffic Engineering Consultant Services for Advanced Traffic Management System

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

noncompliance, including suspension or debarment.

Certifications and representations. [2 CFR § 200.209]

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

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

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

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

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

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

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

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

Domestic preferences for procurements. [2 CFR § 200.322]

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

(b) For purposes of this section:

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

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

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

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

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

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

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

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

Remedies for noncompliance. [2 CFR § 200.339]

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

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