

FIFTH AMENDMENT

This Amendment made and entered into this 28th day of March, 2023, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and HDR Engineering, Inc., Tampa, FL hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on December 16, 2014, pursuant to Pinellas County Contract No. 134-0091-NC (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Professional Engineering Services for County; and

WHEREAS, Section twenty-five (25) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for additional funding and additional time to complete project, at the same terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. The term of the Agreement is hereby extended an additional 670 calendar days after receiving an executed Notice to Proceed (NTP). Additional scope and compensation in the amount of \$1,874,083.47 has been added as specified in Exhibit A.
2. Upon notice from the County all requirements within Exhibit B must be ensued.
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

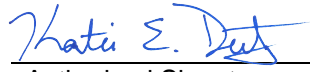
Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this Fifth Amendment as of the day and year first written above.

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


Chair

CONTRACTOR: HDR Engineering, Inc



Authorized Signature

Katie E. Duty
Printed Authorized Signature

Vice President
Title Authorized Signature



ATTEST:
KEN BURKE


Deputy Clerk

APPROVED AS TO FORM

By: Jacina Parson
Office of the County Attorney

Exhibit A

SCOPE OF SERVICES

ENGINEERING CONSULTING SERVICES

BRIDGE REPLACEMENT DESIGN

For

**SAN MARTIN BLVD. OVER RIVIERA BAY BRIDGE
REPLACEMENT
Bridge No. 154371**

County PID: 001036A

Prepared for:

Capital Improvement Division

Pinellas County Public Works

14 S. Ft. Harrison Ave.

Clearwater, FL 33756



November 2022

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

This Exhibit forms an integral part of the agreement between **Pinellas County** (hereinafter referred to as the **COUNTY**) and **HDR Engineering, Inc.**, (hereinafter referred to as the **CONSULTANT**) relative to the transportation facility described as follows:

1. PROJECT TITLE

Professional Engineering Services for design of the San Martin Blvd. over Riviera Bay Bridge Replacement – Bridge No. 154371.

2. OBJECTIVE

The objective of this Exhibit is to define the scope of work and the responsibilities of the **CONSULTANT** and the **COUNTY** in connection with the design and preparation of a set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility known as San Martin Blvd. over Riviera Bay Bridge Replacement – Bridge No. 154371. A Preliminary Engineering Report was prepared as part of the San Martin Blvd. over Riviera Bay Bridge Replacement PD&E Study that detailed a preferred alternative for the replacement of the bridge that was selected by the Pinellas County Board of County Commissioners based on public input. The objective of this project is to develop the construction documents and obtain the necessary permits for the construction of the preferred east-shifted alternative.

3. PROJECT DESCRIPTION

The proposed project consists of replacing the existing fixed span San Martin Bridge over Riviera Bay with a new fixed span bridge that meets vehicle transportation and navigation needs. The project limits extend from Tallahassee Drive to Weedon Drive, a distance of approximately 0.33 miles. The proposed bridge will provide improved vertical clearance and horizontal clearance for boats traveling under the bridge. The proposed bridge and approach roadway typical sections for the preferred alternative include two 11-foot wide travel lanes providing bidirectional movement along San Martin Boulevard, seven-foot wide bicycle lanes on both sides of the roadway, curb and gutter, a 12-foot-wide shared use path on the east side and a six-foot wide sidewalk on the west side.

4. PROJECT SCOPE OF WORK

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

The design services include:

- Roadway Analysis and Plans
 - Typical Section and Typical Section Details
 - Pavement Design
 - Temporary Traffic Control Analysis and Plans
 - Horizontal and Vertical Master Files
 - Roadway Plans
 - Cross Section Master Files/3D Model
 - Design Documentation
 - Cost Estimate and Quantities
 - Specification Package Preparation Support
 - Field Reviews
 - Technical Meetings
- Drainage Analysis & Plans
 - Bridge Hydraulics, Scour Evaluation, and Revetment Design
 - Bridge Hydraulics Report and Bridge Hydraulics Sheet
 - Design of Storm Drain System
 - Temporary Drainage Design
 - Drainage Plans
 - Cost Estimate and Quantities
 - Stormwater Pollution Prevention Plan and Erosion Control Plan
 - Drainage Design Documentation Report
 - Sea Level Rise (SLR) Vulnerability and Adaptability Analysis
 - Field Reviews
 - Technical Meetings
- Utility Coordination
 - Utility Adjustment Plans
 - Utility Coordination Meetings
 - Final Agreements with Utilities (Final Plans)
 - Review and Acceptance
 - Certification for FDOT LAP Agreement Projects (if applicable)
- Environmental and Permitting
 - Environmental Clearances
 - Technical Meetings
- Structures Analysis and Plans
 - Bridge Design
 - Load Rating
 - Retaining Walls
 - Field Reviews
 - Technical Meetings
 - Cost Estimates and Quantities
 - Technical Special Provisions
- Geotechnical
- Public Involvement
 - Notification Flyer or Postcard
 - Preparing Mailing Lists
 - PowerPoint Presentations

- Public Meeting Preparations
- Public Meeting Attendance and Follow-up
- Other Agency Meetings
- Web Site Support

This project is to be designed and developed using CADD software AutoCAD Civil 3D. The project shall be designed, delivered and signed and sealed in compliance with the current Pinellas County Civil3D kit and FDOT's CADD Manual published at:

<http://www.fdot.gov/cadd/downloads/publications/CADDManual/default.shtm>.

5. PROJECT COMMON AND PROJECT GENERAL TASKS

5.1 Project Management

The **CONSULTANT** will be responsible for general project administration, project coordination with other disciplines, subconsultants and the **COUNTY**.

5.2 Contract Maintenance

The **CONSULTANT** shall setup and submit monthly invoices along with updated schedule and project status report.

5.3 Quality Assurance/Quality Control:

The **CONSULTANT** shall implement their Quality Control Plan (QCP) to verify submittals meet QCP criteria. The QCP shall be submitted to the **COUNTY** within twenty-one (21) days of Notice to Proceed (NTP) for review. In addition, the **CONSULTANT** shall provide a copy of the QC'd plans as part of the Design Documentation phase submittals.

5.4 Project Meetings:

The **CONSULTANT** shall attend monthly progress meetings to coordinate the development of the project. The **CONSULTANT** shall provide a meeting agenda prior to each meeting and shall provide written minutes of each meeting within 7 business days after the meeting for **COUNTY** approval prior to distribution to attendees.

5.5 Project Lighting:

Additional project lighting is not required for this project. Existing street lighting is provided by Duke Energy on wooden power poles. It is anticipated that future lighting will be provided by Duke Energy.

5.6 Shared Use Path:

A shared use path will be designed on the east side of the bridge within the project limits. Design of the trail beyond that project limits is not included in this scope of services and will be considered additional services.

5.7 Survey:

All survey services are to be provided by the **COUNTY**. Existing topography for the project was provided by the **COUNTY** for the development of the PD&E study. The **CONSULTANT** will review the survey and provide the **COUNTY** with a request of any additional survey needs. The **CONSULTANT** will prepare a sketch for any proposed modifications to the Sovereign Submerged Lands Easement

(SSLE) and provide to the **COUNTY** for preparation of the legal sketch for the new SSLE to be included in the permit submittals. The **CONSULTANT** will stake additional wetland delineation lines in the field. At least 15 business days prior to the staking the **CONSULTANT** will coordinate with the **COUNTY** to schedule field survey for the new wetland delineations. The **COUNTY** will provide the **CONSULTANT** with a specific purpose survey that meets permitting requirements to be submitted with the project's permit submittals.

5.8 Utility Design Services:

Relocation plans for the existing utilities along the project will be performed by others. Any utility design services required by the **CONSULTANT** will be considered additional services.

6. ROADWAY ANALYSIS AND PLANS

The roadway plans shall be prepared in a Plan/Profile format. The Plan/Profile sheets shall be plotted at a horizontal scale of 1" = 40'. In recognition of the tight right-of-way constraints the limits of the project shall be minimized to the full extent possible on the bridge approaches. The limits shall be long enough to verify a transition from the existing typical section to the proposed bridge typical section. Design variations shall be identified and submitted for approval by the **COUNTY** during the 30% submittal.

6.1 Typical Sections and Typical Section Details:

The typical section shall be consistent with the appropriate requirements of the Pinellas County codes and manuals, Florida Greenbook and FDOT Design Manual. The typical section shall include at a minimum 11-foot wide travel lanes, bike lanes, curb and gutter, a 12-foot wide shared use path and 6-foot-wide sidewalk. Typical section details necessary for the construction of the project shall be included in the construction plans.

6.2 Pavement Design:

The pavement design shall be prepared consistent with the Pinellas County Public Works Pavement Guidelines dated 2008. The **CONSULTANT** shall prepare a pavement design technical memo that documents the proposed pavement design for the project. The technical memorandum shall include evaluation of the pavement condition both visually and through pavement cores to determine any deficiencies in the asphalt and/or roadway base for existing pavement to remain in place within the transition areas for traffic control. The technical memorandum shall include a design for the milling and resurfacing of these transition areas.

6.3 Temporary Traffic Control Analysis and Plans:

The **CONSULTANT** shall design an effective Traffic Control Plan to move vehicular traffic during phases of construction. Traffic control phasing will be developed for efficient conveyance of the traffic within the project limits while maintaining two-lane two-way operations. The traffic control plan will also include details necessary for the maintenance of boat access under the bridge during construction operations. Typical sections will be prepared and presented to the public depicting the traffic control scheme. Components of the Traffic Control Plan anticipated are as follows:

- Phasing Notes
- General Notes
- Phase Typical Sections
- Advance Signing Details

- Temporary Detours
- Temporary Drainage Details
- Bike/Pedestrian Details
- Phasing Plans

6.4 Horizontal and Vertical Master Files:

The **CONSULTANT** shall design the geometrics using the design standards that are appropriate, 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, pedestrian and bicycle concerns, ADA requirements, Safe Mobility for Life Program, elder road user policy, and scope of work.

At a minimum, the Florida Greenbook Standards (2018) shall be met.

6.5 Roadway Plans:

The **CONSULTANT** shall prepare roadway plans to be included in the construction plan set that conform to the requirements of the current Pinellas County Civil3D kit and FDOT Design Manual as appropriate for the plan sheets detailed in Section 13 of this scope of services.

6.6 Cross Section Master Files/3D Model:

The **CONSULTANT** shall develop cross sections at 50 foot intervals to define the scope of work in accordance with the design. Cross-sections will be developed to support needed earthwork computations. Sections will depict existing utility locations. The **CONSULTANT** shall prepare a 3D model containing necessary existing and proposed design features within the limits of the project. The Level of Development of the modeled elements will be LOD 300 as defined in the FDOT CADD Manual. Level of Accuracy will be LOA 200 based on the FDOT CADD Manual.

6.7 Design Documentation:

The **CONSULTANT** shall provide Design Documentation to the **COUNTY** with each submittal consisting of roadway design calculations, quantity backup printouts, and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the design of roadway elements. These calculations shall be neatly and logically presented on digital media or, at the **COUNTY's** request, on 8 ½"x11" paper and sheets shall be numbered. A cover sheet indexing the contents of the calculations shall be included and the **CONSULTANT** engineer shall sign and seal that sheet. Computer programs and parameters used in the design calculations shall include appropriate backup information to facilitate the review task.

6.8 Cost Estimate and Quantities:

The **CONSULTANT** shall develop a construction cost estimate for the project. These estimates will be based on the customary engineering assumptions available at the time of the respective plans submittal. Construction Cost estimates will be submitted at 30%, 60%, 90%, 100%, and Final phases.

The **CONSULTANT** shall prepare bid quantities that include bid items, which comprise the project design. Bid items shall be referenced to Pinellas County & FDOT measurement and pay items as applicable. Bid proposal sheets to be included in the contract documents shall be prepared by the **COUNTY** based on the **CONSULTANT'S** quantities.

6.9 Specifications Package Preparation Support

The **CONSULTANT** shall assist the **COUNTY** in preparation of a specifications package. The **CONSULTANT** shall provide Technical Special Provisions and review of required Pinellas County and

FDOT supplemental specifications as applicable for items and areas of work. The **CONSULTANT** shall utilize the appropriate **COUNTY** recommended pay item structure.

6.10 *Field Reviews:*

The **CONSULTANT** shall perform field reviews of the project site.

6.11 *Technical Meetings*

The **CONSULTANT** shall attend technical meetings to coordinate the development of the project. The **CONSULTANT** shall provide a meeting agenda prior to each meeting and shall provide written minutes of each meeting within 7 business days after the meeting for **COUNTY** approval prior to distribution to attendees.

7. DRAINAGE ANALYSIS & PLANS

The **CONSULTANT** shall analyze and document drainage tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that are appropriate for the project. Conceptual design work shall comply with the requirements of the appropriate regulatory agencies. The **CONSULTANT** shall coordinate fully with the appropriate permitting agencies and the **COUNTY's** staff. Activities and submittals should be coordinated through the **COUNTY's** Project Manager. The work will include engineering analysis for the following:

7.1 *Bridge Hydraulics, Scour Evaluaton, and Revetment Design:*

Prepare a Bridge Hydraulics Report for the San Martin Boulevard Bridge over Riviera Bay. The **CONSULTANT** shall perform the following proposed bridge hydraulic modeling effort for this project:

- Data collection:
 - NOAA tide gage data
 - 50-, 100-, and 500-year return period wind speeds
 - Hurricane (HURDAT) and other storm history
 - NOAA historic water surface elevations
 - Hurricane wind and pressure fields
 - FEMA flood maps and studies
 - Channel and surrounding area sediment characteristics
 - Proposed bridge geometry
 - Bathymetric and topographic maps; and
 - Available bathymetric and topographic survey data
 - Perform field review
 - Review Bridge Inspection Reports
 - Review Bridge Scour Evaluation Reports (Phase I through IV if available)
- Modify the FDOT District 7 existing two-dimensional hydraulic model (SWAN+ADCIRC) of the Tampa Bay area to include increase resolution of the Riviera Bay and bridge crossing. The mesh will be modified for the existing and proposed condition, including updating model bathymetric and topographic elevations with provided project specific survey.
- Compute the wave climate at the bridge employing standard USACE methodologies and wave loads should the bridge low chord intersect the 100-year maximum wave crest.

- Perform a preliminary stream stability assessment per the FHWA Engineering Circular HEC 20, entitled Stream Stability at Highway Structures.
- Compute predicted scour based on the FHWA Engineering Circular HEC 18, entitled Evaluating Scour at Bridges and the Florida Scour Manual. Scour predictions will be performed for the 100-year and 500-year storm event.
- Develop abutment protection and toe protection at the seawall based on design flows. This will include sizing the rubble riprap to resist both wave and current loading as well as specifying the extents of the protection. The methodologies and procedures contained in the FHWA and U.S. Army Corps of Engineers (USACE) (e.g., Burcharth and Hughes, 2011) guidelines and Pilarczyk (1998) will be utilized to develop countermeasure protection recommendations.

7.2 Bridge Hydraulics Report and Bridge Hydraulics Sheet:

The **CONSULTANT** shall prepare a Bridge Hydraulics Report following FDOT guidelines. Submittals include a draft report and a final report updated to address **COUNTY** comments. Based on the hydraulics analysis the **CONSULTANT** shall prepare a Bridge Hydraulics Recommendation Sheet (BHRS) to be included in the construction plans.

7.3 Design of Storm Drain System:

A roadway storm drain system analysis and design will be prepared for the bridge approaches and bridge deck drainage to accommodate new bridge footprint. Evaluate the deck drainage to verify gutter spread does not exceed allowable width. Due to the bridge length, scuppers are not anticipated and inlet recommendations will be determined for the bridge ends. No stormwater management design is assumed for the project as the bridge will not add traffic capacity.

7.4 Temporary Drainage Design:

The **CONSULTANT** shall review the proposed phasing scheme for the temporary traffic control plan and provide necessary provisions within the plans to ensure drainage of the roadway during construction.

7.5 Drainage Plans:

The **CONSULTANT** shall prepare drainage plans to be included in the construction plan set that conforms to the requirements of the current Pinellas County Civil3D kit and FDOT Design Manual as appropriate for the plan sheets detailed in Section 13 of this scope of services.

7.6 Cost Estimate and Quantities:

The **CONSULTANT** shall develop a construction cost estimate for the project. These estimates will be based on the customary engineering assumptions available at the time of the respective plans submittal. Construction Cost estimates will be submitted at 30%, 60%, 90%, 100%, and Final phases.

The **CONSULTANT** shall prepare bid quantities that include bid items, which comprise the project design. Bid items shall be referenced to Pinellas County & FDOT measurement and pay items as applicable. Bid proposal sheets to be included in the contract documents shall be prepared by the **COUNTY** based on the **CONSULTANT'S** quantities.

7.7 Stormwater Pollution Prevention Plan and Erosion Control Plans:

The **CONSULTANT** shall develop a Stormwater Pollution Prevention Plan based on the current version of the Pinellas County kit. The **CONSULTANT** shall develop erosion control plan sheets as

detailed in Section 13 of this scope of services.

7.8 Drainage Design Documentation Report:

Compile drainage design documentation into report format. Include documentation for the drainage design tasks and associated meetings and decisions.

7.9 Sea Level Rise (SLR) Vulnerability and Adaptability Analysis

The **CONSULTANT** shall evaluate the project utilizing the Pinellas County's Guidance for Incorporating Sea Level Rise into Capital Planning in Pinellas County Screening Tool.

7.10 Field Reviews:

The **CONSULTANT** shall perform a field review of the project site.

7.11 Technical Meetings:

The **CONSULTANT** shall attend technical meetings to coordinate the development of the project. The **CONSULTANT** shall provide a meeting agenda prior to each meeting and shall provide written minutes of each meeting within 7 business days after the meeting for **COUNTY** approval prior to distribution to attendees.

7.12 Pond Siting Analysis and Design:

The **CONSULTANT** shall prepare a Pond Siting Analysis and Design for the project in accordance with the FDOT's Stormwater Facilities Handbook and the COUNTY'S Stormwater Manual (rev. Nov. 2021). The project has of two (2) basins that are representative of the east and west drainage divide at the crest of the bridge. A maximum of three (3) wet detention pond alternatives locations per basin shall be identified to meet COUNTY water quality requirements. The size of the ponds shall be based upon meeting a net pollutant improvement as described in the COUNTY'S Stormwater Manual. The one preferred pond alternative location for each basin shall be used for the final drainage design.

8. UTILITY COORDINATION

The **CONSULTANT** is responsible for coordinating its design work with public and private Utility Agency/Organizations (UAO'S) having existing and/or planned facilities within the limits of the project. The **CONSULTANT** will provide the UAO's project plans and/or Civil 3D files at the 30%, 60%, 90% and 100% complete design phases, as drafted by the **CONSULTANT**. In the event that the project files are larger than UAO's email servers allow (generally 10MB), the **CONSULTANT** will provide electronic plan and/or Civil 3D file transfer as directed by the **COUNTY**. At the 30% phase, UAO's will be sent plans and instructed to provide green lines back to the **CONSULTANT**. This submittal will be used to ensure that all existing utility infrastructure was gathered. During the 60% complete design phase, the UAOs will be instructed to return a set of plans to the **CONSULTANT** 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.

8.1 Utility Adjustment Plans:

The **CONSULTANT** shall prepare utility adjustment sheets as part of the project plan set to show existing public and private utility facilities remain in place, new utility facilities to be constructed and utility facilities to be removed. Utility adjustment plans will be prepared on reproducible copies of the plan and profile sheets, cross section sheets, drainage structure sheets and signalization plans, if applicable. The **CONSULTANT** is to identify all potential utility conflicts or constructability issues (i.e., OSHA clearance issues with equipment relating to overhead power lines) based on the data provided within the Survey, horizontal and vertical field investigations and information provided by the UAOs. Any Quality Level D utility information received from UAOs should not be incorporated into the plans but will be used for additional Survey or Subsurface Utility Engineering (SUE) investigation. A conflict matrix itemizing utility conflicts by UAO shall be prepared by the **CONSULTANT** and submitted to the **COUNTY**.

The **CONSULTANT** will distribute plans to UAOs. Four weeks on average should be allowed for each UAO to respond with appropriate resolution. The **CONSULTANT** shall coordinate with the **COUNTY** and UAOs to determine areas of apparent conflict or constructability concerns and request Subsurface Utility Engineering activities (Conflict Resolution) to confirm whether or not a conflict exists and to what degree. The 100% design review submittal shall include final utility adjustment plans that reflect the final disposition of all public and private utilities. Any subsequent utility conflicts are to be resolved and all final design revisions complete at the final design submittal.

8.2 Utility Coordination Meetings:

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

8.3 Final Agreements with Utilities (Final Plans):

The **CONSULTANT** will transmit the necessary legal drafts and documents as provided by the **COUNTY** to each UAO as required.

8.4 Review and Acceptance:

The **CONSULTANT** will be responsible for making all necessary reviews and acceptance of utility related materials including but not limited to, Utility Right of Way Permitting, Joint Project Agreement Plans, Utility Work Schedules and technical specifications.

8.5 Certification for FDOT LAP Agreement Projects (if applicable):

The **COUNTY** will certify the following: All utility negotiations (full exception of each agreement, technical special provisions, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made, and no utility relocation work should be involved.

OR

Plans were sent to the UAOs and no relocations/adjustments are required.

9. ENVIRONMENTAL AND PERMITTING

The **CONSULTANT** shall prepare permit applications, technical data and supporting documentation for permits to be submitted by the **COUNTY**. The **CONSULTANT** shall act as an Agent of the **COUNTY** to acquire state and federal permits for the proposed project. Prior to the completion of the 30% design phase, the **CONSULTANT** shall contact **COUNTY** Project Manager and Permit Coordinator to schedule a pre-application meeting with the Southwest Florida Water Management District (SWFWMD) to discuss and identify specific permitting requirements for the project. The **CONSULTANT** shall attend pre-application meetings with **COUNTY** staff. The **CONSULTANT** shall provide a meeting agenda for **COUNTY** review 2 business days prior to each meeting and shall provide written minutes of each meeting within 7 business days after the meeting for **COUNTY** approval prior to distribution to attendees. The **CONSULTANT** shall also coordinate with the U.S. Army Corps of Engineers (USACE) to determine the type of permit that would be applicable to the project. The **CONSULTANT** shall visit the project site with **COUNTY** and respective regulatory agencies, as necessary, to determine the applicability of permits.

The **CONSULTANT** shall review up to six different pond site alternatives. The **CONSULTANT** shall perform desktop and field reviews of each site. During field reviews, the **CONSULTANT** shall conduct preliminary jurisdictional delineations, listed species surveys, and generalized vegetation characterization. The **CONSULTANT** shall use data collected from field reviews to generate the environmental section of the Pond Siting Report.

The **CONSULTANT** shall establish the landward extent of state and federal jurisdictional wetlands and surface waters pursuant to Chapter 62-340 F.A.C. and the Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Atlantic and Gulf Coastal Plain Region; Version 2.0. (USACE, 2010). The **CONSULTANT** shall survey the extent of mangroves within, and adjacent to, the project's limits-of-construction and depict their locations on the construction plans.

The **CONSULTANT** shall conduct in-water surveys during the June 1st to September 30th seagrass growing season to identify the presence or absence of submerged aquatic vegetation (SAV) within the proposed project limits. The **CONSULTANT** shall prepare Natural Resource Evaluation (NRE) Technical Memorandum Addendum for the **COUNTY** detailing the results of the in-water surveys and environmental analysis detailing the presence, absence and, if necessary, the location of state and federal listed species.

The **CONSULTANT** shall prepare assessments of the value of wetlands proposed for impact.

Assessments will be done using the Uniform Mitigation Assessment Methodology (UMAM) as required by SWFWMD and the USACE. If requested by the regulatory agencies, the **CONSULTANT** shall conduct field reviews with the SWFWMD and USACE to verify the limits of the surveyed jurisdictional limits. If requested by the permitting agencies, a signed & sealed Specific Purpose Survey will be obtained by the **CONSULTANT** from the **COUNTY**.

As directed by the **COUNTY** Project Manager, the **CONSULTANT** shall initiate informal Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS) by reporting the results of the in-water surveys presented in the Natural Resource Evaluation (NRE) Technical Memorandum Addendum. The **CONSULTANT** shall obtain written concurrence from NMFS and USFWS verifying the project will not result in adverse impacts to listed species.

The **CONSULTANT** shall coordinate with the local SWFWMD office regarding any changes in the Sovereign Submerged Land Easement (SSLE) required for the project. The **CONSULTANT** shall prepare a sketch of any SSLE modifications which will be provided to the **COUNTY** for preparation of the legal description of the new easement. The **COUNTY** will provide the **CONSULTANT** the legal description for the SSLE which the **CONSULTANT** will include in the permit submittals.

The **CONSULTANT** shall develop written text, graphics, permit drawings, etc. necessary for permit applications. If applicable, the **CONSULTANT** shall develop required information to submit a USCG Bridge Permit application in accordance with the recent format required by the USCG. The **CONSULTANT** shall submit the completed draft permit applications to the **COUNTY** for review and signature after receiving and incorporating comments from the 60% design QC review, unless agreed upon otherwise by the **COUNTY**.

If required, the **CONSULTANT** shall develop conservation measures to mitigate for impacts to protected species and management strategies to provide a greater degree of assurance that protected species are not adversely affected during construction.

The **CONSULTANT** shall coordinate with **COUNTY** Project Manager and Permit Coordinator until permits are obtained. The **CONSULTANT** shall respond to requests for additional information (RAI), including completion of design revisions that may be required to secure the required permits. The **CONSULTANT** shall coordinate with the **COUNTY** Project Manager and Permit Coordinator to meet with the regulatory agencies as may be necessary to resolve permitting issues. The **CONSULTANT** shall coordinate with the **COUNTY** Project Manager and Permit Coordinator on correspondences to permitting agencies and shall not contact permitting agency to discuss the project without **COUNTY** Project Manager and Permit Coordinator approval.

If mitigation is required, the **CONSULTANT** shall coordinate with the **COUNTY** Permit Coordinator to identify a recommended wetland mitigation plan to compensate for wetland impacts. No formal mitigation design plans or permitting activities are proposed under this Scope of Services. Additional scope tasks with respect to mitigation design or conservation easements will be considered as additional services.

9.9 Environmental Clearances:

During the development of the final plans, the **CONSULTANT** shall update and review the draft Type 1 CE developed during the PD&E phase in accordance with Part 1 Chapter 2 of the PD&E Manual. If

additional re-evaluations are required, it will be considered additional services.

9.10 Technical Meetings

The **CONSULTANT** shall attend technical meetings to coordinate the development of the project. The **CONSULTANT** shall provide a meeting agenda prior to each meeting and shall provide written minutes of each meeting within 7 business days after the meeting for **COUNTY** approval prior to distribution to attendees.

10. STRUCTURES ANALYSIS AND PLANS

10.1 Bridge Design:

The **CONSULTANT** shall use the preferred alternative in the Preliminary Engineering Report and its commitments to identify the geometry of the structure.

The **CONSULTANT** shall develop a Bridge Technical Memo (BTM) to document the preferred use of the Florida Slab Beams (FSB) for the superstructure and pile bents with precast prestressed concrete piles for the substructure and foundation. The bridge geometry, based on the Preliminary Engineering Report, will include a three-span 150 ft (min.) long bridge.

The **CONSULTANT** shall design the replacement bridge in accordance with the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "2018 Florida Greenbook"), 2022 FDOT Structures Manual and the AASHTO LRFD Bridge Design Specifications 9th Edition.

No vessel collision analysis is required. It is assumed that the superstructure will be above the "wave crest clearance" (1 foot above the design wave crest), therefore bridge does not need to be designed for wave forces. If during final design it is determined that the superstructure does not clear the wave crest and the bridge is deemed critical, additional analysis efforts will be required and considered additional services.

The **CONSULTANT** shall provide Design Documentation to the **COUNTY** with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the design of structural elements. These calculations shall be neatly and logically presented on digital media or, at the **COUNTY's** request, on 8 ½"x11" paper and sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. Computer programs and parameters used in the design calculations shall include appropriate backup information to facilitate the review task.

The proposed bridge structure shall not accommodate any utilities. If this condition changes, then any additional efforts required by the **CONSULTANT** will be considered additional services.

The **CONSULTANT's** Plans shall make provisions for the erosion protection of the bridge approaches, seawalls, retaining walls and embankments.

10.2 Load Rating:

The **CONSULTANT** shall provide the bridge load rating of the final bridge configuration in accordance

with the 2022 FDOT Bridge Load Rating Manual. The load rating documentation must include final calculations, computer printouts and a FDOT Load Rating Summary Form. The Load Rating documentation shall be submitted with the Final Plans Package.

10.3 Retaining Walls:

The **CONSULTANT** shall evaluate and provide Plans for the following walls:

- Permanent seawalls containing the embankment and permanent retaining walls. Proposed seawalls may consist of anchored and/or cantilevered sheet pile walls. Total length equals 2,650 linear feet.
- Permanent retaining walls containing the raised roadway section. Total length equals 2,700 linear feet.
- Temporary critical retaining walls required for phased construction. Total length equals 400 linear feet.

10.4 Field Reviews:

The **CONSULTANT** shall make necessary field reviews of the project site as required to obtain necessary data for elements of the project.

10.5 Technical Meetings:

The **CONSULTANT** shall attend technical meetings as necessary to review and discuss specific technical design aspects of the project. The **CONSULTANT** shall provide a meeting agenda and prepare and submit meeting minutes within seven (7) business days after the meeting.

10.6 Cost Estimates and Quantities:

The **CONSULTANT** is responsible for producing a construction cost estimate and reviewing and updating the cost estimate at milestones of the project. The **CONSULTANT** shall prepare bid quantities that include bid items, which comprise the project design. Bid items shall be referenced to Pinellas County & FDOT measurement and pay items as applicable. Bid proposal sheets to be included in the contract documents shall be prepared by the **COUNTY** based on the **CONSULTANT'S** quantities.

10.7 Technical Special Provisions:

No Technical Special Provisions are anticipated for structures. If this condition changes, then any additional efforts required by the **CONSULTANT** will be considered additional services.

11. SIGNING AND PAVEMENT MARKING ANALYSIS AND PLANS

The **CONSULTANT** shall develop signing and marking plans in accordance with Pinellas County codes and manuals, Manual for Uniform Traffic Control Devices (MUTCD), Florida Greenbook and FDOT Design Manual. The **CONSULTANT** shall provide special details at each end of the project where pedestrian and bicyclists transition over to the new shared use path.

12. GEOTECHNICAL

The **CONSULTANT** shall perform a geotechnical study to obtain subsurface information necessary for the project. The geotechnical study shall provide all information necessary for the **CONSULTANT** to determine the existing soil conditions, bridge foundation design requirements, geotechnical wall requirements, pavement design recommendations, suitability of soils for

drainage structures, existing groundwater levels and estimation of seasonal high groundwater table levels. The geotechnical study shall be in accordance with **COUNTY** and FDOT standards, or as otherwise directed.

The **CONSULTANT** shall provide a test boring plan to the **COUNTY** for approval and apply for permits from the **COUNTY** as required prior to performing any work within the right of way. The permit application shall include the investigation plan, proposed test boring locations, and proposed boring depths. In addition, work proposed within the navigable waterway will be coordinated with USCG prior to the geotechnical study commencing.

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

CONSULTANT shall stake/mark boring locations in the field and obtain utility clearances prior to any boring being performed. **CONSULTANT** shall coordinate and develop a Temporary Traffic Control Plan to support the proposed test boring field work. All work zone traffic control will be performed in accordance with the FDOT'S Standard Plans Index 102 series.

CONSULTANT shall provide a geotechnical report with information regarding data collection and findings. The geotechnical report shall include, but not be limited to, geotechnical recommendations regarding any special considerations related to the bridge foundations, retaining wall design, existing and proposed pavement sections, geotechnical considerations for proposed drainage and drainage structures, and geotechnical considerations for project construction.

13. PLANS PREPARATION

The **CONSULTANT** must prepare all required roadway construction plans within the project limits. These plans must be in accordance with the FDOT Design Manual and Pinellas County AutoCAD Civil 3D standards that include the following (Scale; 1"=40' (H) & 1"=4' (V)):

- Key Sheet and Signature Sheet
- Summary of Quantities
- Drainage Map
- General Notes
- Survey Reference Points
- Typical Sections
- Typical Section Details
- Project Layout
- Plan Sheets
- Profile Sheets
- Special Profile Sheets
- Intersection Details
- Drainage Structures Sheets
- Drainage Details
- Environmental Detail Sheets
- Roadway Soil Survey Sheet
- Cross Section Sheets
- Misc. Details

- Signing and Pavement Marking Plan Sheets
- Utility Adjustment Sheets
- Temporary Traffic Control Plan Sheets
- Bridge Plans
- Bridge Hydraulics Recommendation Sheet
- Tree Survey and Disposition Table
- Stormwater Pollution Prevention Plan Sheets
- Erosion Control Plan Sheets
- Existing Bridge Plans
- Design Survey (By County)
- SUE Survey (By County)

14. PUBLIC INVOLVEMENT

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The **CONSULTANT** will provide support to the **COUNTY's** public involvement efforts. Assistance will include preparation of public outreach materials, such as notification flyer or post card which the **COUNTY** will mail; securing meeting location; graphic displays for in-person public meeting and/or electronic materials should the meeting be held in a hybrid format. The **CONSULTANT** shall also attend the public information meeting. Two meetings, one live and one virtual, will take place during the design process. One meeting will be held after the 30% plans submittal and the second meeting will be held after the 100% plans submittal. The **CONSULTANT** shall provide to the **COUNTY** drafts of all Public Involvement documents (e.g., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least 10 business days prior to printing and / or distribution.

14.1 Notification Flyer or Post Card:

The **CONSULTANT** shall prepare a notification flyer or postcard to elected officials and other public officials, private property owners, and tenants prior to the two virtual meetings (30% and 100%). The notification flyer or postcard shall be reviewed by the **COUNTY** a minimum of 10 days prior to the printing and/or mailing. The **COUNTY** will print and mail the notification flyers or postcards.

14.2 Preparing Mailing Lists:

At the beginning of the project, The **CONSULTANT** shall identify all elected officials, impacted property owners and tenants (within the limits of the PD&E mailing, generally between Gandy Blvd, 78th Ave. and 4th St. N). Prior to each of the two public meetings, the **CONSULTANT** shall prepare a mailing list of all such entities.

14.3 PowerPoint Presentations:

The **CONSULTANT** shall prepare PowerPoint presentations for use at two public meetings, one virtual and one live. The **CONSULTANT** shall prepare necessary graphics (typical sections, plan view, traffic control phasing graphics) for inclusion into the presentations. Renderings and fly throughs, will be considered additional services. The **CONSULTANT** will provide scripts for two presentations and a video of the presentation for display at the live meeting.

14.4 Public Meeting Preparations:

The **CONSULTANT** shall assist the **COUNTY** with scheduling and conducting two (one live and one

online/virtual) public meetings at key milestones (30% and 100%, respectively). For the live meeting the **CONSULTANT** will research meeting locations and coordinate scheduling the venue. The **COUNTY** will be responsible for any additional fees (rental, cleanup or insurance) that the selected venue may require. If required, the **COUNTY** will provide the necessary insurance coverage for use of the selected venue. The **COUNTY** will coordinate the virtual meeting platform and provide the URL/registration link to the **CONSULTANT**. The **CONSULTANT** will provide property owner, elected official notification flyer or postcards to the **COUNTY** needed to promote the live and virtual meetings. The **CONSULTANT** shall prepare all necessary hard copy materials for the live meeting including boards (typical sections, plan/profile view, traffic control phasing graphics), and all other materials as may be needed. The **CONSULTANT** shall attend two public meeting coordination meetings prior to each public meeting.

14.5 Public Meeting Attendance and Follow-up:

The **CONSULTANT** shall attend the live and virtual public meetings and support the **COUNTY** in notetaking, documentation, and follow up services. The **CONSULTANT** shall also prepare a summary of the public meetings that includes all copies of all materials shown or provided at the public meetings. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments. The **CONSULTANT** will attend the meetings with an appropriate number of personnel to assist the **COUNTY'S** Project Manager. It is estimated for this project there will be one live meeting and one virtual public meeting during the design. Following the second public meeting the **CONSULTANT** will prepare a Public Involvement Summary which includes a description of all public involvement activities, and public comments and responses.

14.6 Other Agency Meetings:

In addition to scheduled public meetings, the **CONSULTANT** may be required to participate in meetings with local governing authorities and/or Metropolitan Planning Organization (MPO). The **CONSULTANT's** participation will include presentations during the meeting, note taking, and summarizing the meeting in a memo to the file. It is estimated for this project there will be 8 meetings with local governing authorities and/or MPOs during the design.

14.7 Web Site Support:

The **CONSULTANT** shall provide content to the **COUNTY** for use in developing a web site for the project. The **CONSULTANT** shall provide initial content and two updates prior to each public meeting with presentation materials, handouts, or other exhibits from the meeting.

The **COUNTY** will establish and maintain a project link on the **COUNTY'S** website. The public will be able to submit comments via the website. All presentations, exhibit and graphics prepared for any online meeting and the project link must meet requirements of WCAG 2.1 Level AA Compliance with the Americans with Disabilities Act (ADA).

15. OPTIONAL SERVICES (NOT TO EXCEED)

15.1 Post Design Services:

The **CONSULTANT** will provide post design services as an optional service. This will

include responses to Requests for Information (RFI's) and review of shop drawings. The **CONSULTANT** shall attend construction meetings as requested. The **CONSULTANT** shall conduct pre-construction and post-construction surveys as deemed necessary through the regulatory permitting process and permit specific conditions.

15.2 Design Change Re-evaluation:

During the development of the design plans, the **CONSULTANT** shall be responsible for collecting the data and preparing a Design Change Re-evaluation in accordance with Part 1, Chapter 13 of the FDOT PD&E Manual.

15.3 Archaeological and Historical Resources Update:

The **CONSULTANT** shall collect data necessary to analyze the impacts, due to changes in the project, to all cultural and historic resources and prepare a Cultural Resource Assessment Survey (CRAS) Addendum in accordance with Part 2, Chapter 8 of the FDOT PD&E Manual. A preliminary pond desktop analysis will be prepared for up to six pond alternatives. A field survey will be conducted for up to two preferred alternatives, and a preferred pond addendum will be prepared documenting the results.

15.4 Contamination Impact Analysis Update:

The **CONSULTANT** shall prepare an update to the Contamination Screening Evaluation for the project limits as described in Part 2, Chapter 20, of the FDOT PD&E Manual. The **CONSULTANT** shall include an evaluation of six off-site drainage locations, any new contamination impacts due to changes to the project from the PD&E design concept, and any new potential contamination impacts not evaluated in any previously completed Contamination Screening Evaluation (CSER). The project impacts, conclusion and recommendations, figures, tables, and appendices will be provided in a Level I Contamination Screening Evaluation Report.

If contamination is identified within the limits of construction, the **CONSULTANT** shall coordinate with the **COUNTY** to properly mark identified contamination areas in the plans and develop specifications as appropriate.

15.5 Design Noise Study Report Update:

The **CONSULTANT** will review the final design plans and determine if there have been significant changes in the alignment that could alter the results of the NSR. No impacts were predicted during the PD&E phase, and impacts are not anticipated with the final design. However, if significant changes have been made, the consultant will perform a noise analysis update, noise abatement evaluation, and assessment of construction noise and vibration in accordance with the Part 2, Chapter 18 of the FDOT PD&E Manual, and the current version of the FDOT's Traffic Noise Modeling and Analysis Practitioner's Handbook.

The **CONSULTANT** will document methodology and results of noise analysis and noise abatement evaluation in the Design Noise Study Report Update (NSRU).

15.6 Public Involvement – Renderings and Fly Throughs:

If required, the **CONSULTANT** will prepare project renderings and a fly through to support the two public meetings.

15.7 Environmental Permitting – Mitigation Plan

If required, the **CONSULTANT** will prepare a formal mitigation plan for on-site mitigation at the project site. Elements included in the mitigation plan will include a mitigation narrative, grading plans, planting plans, plant specifications for sizes and installation, monitoring plan, monitoring schedule, success criteria, an adaptive management plan, and a maintenance plan.

16. COMPENSATION

For the services performed under this scope of services the **CONSULTANT** shall be compensated based on the following Lump Sum amount.

Task 5	Project Common and Project General	\$ 44,651.52	Lump Sum
Task 6	Roadway Analysis And Plans	\$ 226,709.00	Lump Sum
Task 7	Drainage Analysis And Plans	\$ 193,501.00	Lump Sum
Task 8	Utility Coordination	\$ 19,784.00	Lump Sum
Task 9	Environmental And Permitting	\$ 168,251.00	Lump Sum
Task 10	Structures Analysis And Plans	\$ 514,181.00	Lump Sum
Task 11	Signing and Pavement Marking Analysis And Plans	\$ 19,238.00	Lump Sum
Task 12	Geotechnical	\$ 188,844.00	Lump Sum
Task 14	Public Involvement	\$ 138,912.48	Lump Sum
Task 15	Optional Services	\$	Not to Exceed
Service 1	Post Design Services	\$ 127,743.00	
Service 2	Design Change Re-evaluation	\$ 43,213.00	
Service 3	Archaeological and Historical Resources Update	\$ 13,836.05	
Service 4	Contamination Impact Analysis Update	\$ 12,150.00	
Service 5	Design Noise Study Report Update	\$ 23,222.42	
Service 6	Public Involvement – Rendering and Fly Throughs	\$ 47,577.00	
Service 7	Environmental Permitting – Mitigation Plan	\$ 32,270.00	
Contingency		\$ 60,000.00	Lump Sum
Total Fee		\$ 1,874,083.47	

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 sixty thousand dollars (\$60,000) for all assignments performed. Contingency Services shall be performed only upon prior written authorization from the Director of Public Works or his/her designee.

17. INVOICES & PROGRESS REPORTS

Invoicing must take place monthly and will include a progress report summarizing the work completed during the invoice period as well as a schedule update. The **CONSULTANT** must pre-submit invoices to the **COUNTY** Project Manager prior to an official monthly submittal. The final invoice will be marked "FINAL" on the invoice and be accompanied by a letter from the **CONSULTANT** stating that this is the Final Invoice and that compensation for tasks completed, as described in the Scope of Services Agreement, is now concluded.

18. SCHEDULE

The **CONSULTANT** must provide a Microsoft Project Schedule with updates to be included with each monthly invoice submittal. **CONSULTANT'S** services must commence upon receipt of written notice to proceed issued by the **COUNTY**. The **CONSULTANT** must complete the final design in accordance with the following or better project schedule:

Milestone	Due Date After Receiving NTP	
Survey	65	Calendar Days
30% Complete Plans Submittal	210	Calendar Days
28 Day Review	238	Calendar Days
BDR/30% Structures Plans Submittal	265	Calendar Days
28 Day Review	293	Calendar Days
60% Complete Plans Submittal	345	Calendar Days
28 Day Review	373	Calendar Days
90% Complete Plans Submittal	450	Calendar Days
28 Day Review	478	Calendar Days
100% Complete Plans Submittal	525	Calendar Days
28 Day Review	553	Calendar Days
Final Plans Submittal	600	Calendar Days
14 Day Review	614	Calendar Days
Sign & Sealed Plans	670	Calendar Days

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

Phase submittal reviews shall occur at the BDR Memo/30%, 60%, 90%, 100%, and Final phases. The **CONSULTANT** shall submit a draft of any special conditions with the 60% design review submittal and final versions at the 100% design review submittal. Bid quantities, opinion of probable construction cost, design documents, and QC documents shall be submitted with each phase. The requirements for each design review shall be as specified in the Pinellas County Design

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

EXHIBIT B
CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
PROPOSAL NUMBER: 22-0355-CN
PROPOSAL TITLE: CONTINUING ENGINEERING PROFESSIONAL
SERVICES-FEDERAL FUNDS

This solicitation is either fully or partially grant-funded. 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 (As per Executive Order 11246): 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 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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].

Rights to Inventions Made Under a Contract or Agreement: If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the County must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency [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 non-responsive 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 §200.338 Remedies for noncompliance, including suspension or debarment.

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 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 CFR60-4.1 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.
- (g) 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

Procurement of Recovered Materials [2 CFR §200.322]: 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 §200.323 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.