

AGREEMENT

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



NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFQ TITLE: Five-year update to Solid Waste Master Plan

RFQ CONTRACT NO. 25-0262-RFQ-CCNA

CONTINUING FIRM: HDR Engineering, Inc.

AGREEMENT

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SECTION 1 - INTENT OF AGREEMENT	4
SECTION 2 - SCOPE OF PROJECT	5
1. PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS	5
2. PROJECT PHASES.....	5
3. CONSULTING RESPONSIBILITIES	5
4. GENERAL DESIGN CONDITIONS	5
5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS	6
SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT	7
1. SERVICES	7
2. BIDDING PHASE.....	7
3. CONSTRUCTION PHASE.....	7
4. PROVISIONS RELATED TO ALL PHASES	8
5. PERMIT APPLICATIONS AND APPROVALS	9
6. COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES	9
SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY.....	9
SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON	9
SECTION 6 - PAYMENT GUIDELINES AND CATEGORY OF SERVICES	10
1. BASIC SERVICES.....	10
2. OPTIONAL SERVICES	10
3. CONTINGENCY SERVICES	10
4. ADDITIONAL SERVICES.....	10
5. INVOICING.....	10
SECTION 7 - COMPENSATION TO THE CONSULTANT.....	11
SECTION 8 - PERFORMANCE SCHEDULE	12
SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES	12
SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES.....	12
SECTION 11 - SATISFACTORY PERFORMANCE.....	12
SECTION 12 - RESOLUTION OF DISAGREEMENTS	13
SECTION 13 - CONSULTANT'S ACCOUNTING RECORDS.....	13
SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS.....	13
SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION	13
SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246.....	14
SECTION 17 - INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986	14
SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE.....	14
SECTION 19 - TRUTH IN NEGOTIATIONS.....	14
SECTION 20 - SUCCESSORS AND ASSIGNS.....	14
SECTION 21 - INTEREST ON JUDGMENTS	14
SECTION 22 - TERMINATION OF AGREEMENT	14
SECTION 23 - AGREEMENT TERM.....	15
SECTION 24 - CONFLICT OF INTEREST	15
SECTION 25 - ENTIRE AGREEMENT.....	15
SECTION 26 - PUBLIC ENTITY CRIMES.....	15
SECTION 27 - PUBLIC RECORDS	15
SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION	17
EXHIBIT A	18
Scope of Services	18
EXHIBIT B	35

AGREEMENT

Hourly Rate Sheet.....35

EXHIBIT C - INSURANCE REQUIREMENTS.....37

SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR SOLID WASTE DEPARTMENT

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

WITNESSETH, that:

WHEREAS, Pinellas County, herein referred to as the County, requires professional engineering consulting services associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of Five-year update to Solid Waste Master Plan Pinellas County, Florida

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

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

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

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

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

Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements.

Required Deliverables

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

2. PROJECT PHASES

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

3. CONSULTING RESPONSIBILITIES

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

4. GENERAL DESIGN CONDITIONS

1. The Consultant shall coordinate and solicit appropriate input, with the knowledge of the County.
2. All design data, plans, and drawings shall be delivered electronically and or on travel drives formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All

AGREEMENT

specification and other documents shall be delivered electronically and or on two travel drives, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

3. One 1 original and 9 copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.
4. The Consultant shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

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

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

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

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

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

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

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

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

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or

AGREEMENT

- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

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

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. SERVICES

- A. SEE EXHIBIT A – SCOPE OF SERVICES.

2. BIDDING PHASE

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

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

3. CONSTRUCTION PHASE

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

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for County.
3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.
5. Review for correctness Contractors pay requests for the County.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the County as required by construction exigencies. Response to any request must be received by the County within 24 hours of request, or the next available working day when the request is prior to a weekend or holiday.
7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.

AGREEMENT

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

4. PROVISIONS RELATED TO ALL PHASES

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

AGREEMENT

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

SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY

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

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

SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

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

AGREEMENT

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

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

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

2. OPTIONAL SERVICES

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

3. CONTINGENCY SERVICES

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

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

4. ADDITIONAL SERVICES

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

5. INVOICING

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

The following services shall be considered reimbursable services and may be filled in full upon their completion and acceptance. The Consultant shall provide copies of supporting receipts/invoices/billing documentation. Self-performed reimbursable work shall be reimbursed at the firm's standard hourly rates for all related services. A breakdown of man hours and billing rates shall be provided with each invoice. An hourly rate sheet is attached (Exhibit B).

A. Soil Analysis/Geotechnical Investigations.

B. Contamination Assessments/Hazardous Material Analysis (if required).

AGREEMENT

- C. Aerial Photography (if required).
- D. Payment of Permit Fees (if required).
- E. Payment of the Public Information Meeting Advertisements, if required.
- F. Payment of the Court Reporter for public meetings, if required.
- G. Printing and Binding Services.

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

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

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

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

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

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

SECTION 7 - COMPENSATION TO THE CONSULTANT

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

A Lump Sum Fee of \$23,676.00 for the Task 1 - Project Initiation and Kick Off Meeting Phase of the project.

A Lump Sum Fee of \$27,441.00 for the Task 2 - Progress Reporting Phase of the project.

A Lump Sum Fee of \$47,897.00 for the Task 3 - Baseline Understanding Update Phase of the project.

A Lump Sum Fee of \$65,947.00 for the Task 4 - Review of Master Plan Strategies Phase of the project.

A Lump Sum Fee of \$35,548.00 for the Task 5 - Technology Assessment, Assess Expanding/Modifying Existing County/Regional Infrastructure Update Phase of the project.

A Lump Sum Fee of \$52,450.00 for the Task 6 - Assessment of Value of Airspace Phase of the project.

A Lump Sum Fee of \$90,345.00 for the Task 7 - Updated Needs Assessment and Updated Strategy Identification Phase of the project.

A Lump Sum Fee of \$52,054.00 for the Task 8 - Further Research of Revised Short-listed Strategies Phase of the project.

A Lump Sum Fee of \$36,962.00 for the Task 9 - SROI Analysis of Preferred Revised Strategies Phase of the project.

A Lump Sum Fee of \$53,161.00 for the Task 10 – Draft and Final Master Plan Update and Implementation Plan Phase of the project.

A Lump Sum Fee of \$14,218.00 for the Task 11 - Assistance with Presentation Phase of the project.

AGREEMENT

The above fees shall constitute the total not to exceed amount of \$499,699.00 to the Consultant for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

2. For the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of \$0.00

3. For any CONTINGENCY SERVICES performed, the County agrees to pay the Consultant, a negotiated fee based on the assignment, up to a maximum amount not to exceed \$0.00 for all assignments performed.
4. Total agreement not-to-exceed amount **\$499,699.00**.
5. For any ADDITIONAL SERVICES, the County agrees to pay the Consultant a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.
6. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the Consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

SECTION 8 - PERFORMANCE SCHEDULE

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

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

SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

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

SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

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

SECTION 11 - SATISFACTORY PERFORMANCE

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

AGREEMENT**SECTION 12 - RESOLUTION OF DISAGREEMENTS**

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

SECTION 13 - CONSULTANT'S ACCOUNTING RECORDS

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

SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS

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

SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION

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

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

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

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

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

SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 19 - TRUTH IN NEGOTIATIONS

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

SECTION 20 - SUCCESSORS AND ASSIGNS

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

SECTION 21 - INTEREST ON JUDGMENTS

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

SECTION 22 - TERMINATION OF AGREEMENT

1. The County reserves the right to cancel this Agreement, without cause, by giving 30 days prior written notice to the Consultant of the intention to cancel. Failure of the Consultant to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of County. Alternatively, at the County's discretion, the County may provide to Consultant 30 days to cure the breach. Where notice of breach and opportunity to cure is given, and Consultant fails to cure the breach within the time provided for cure, County reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.
2. If County terminates the Agreement for convenience, other than where the Consultant breaches the Agreement, the Consultant's recovery against the County shall be limited to that portion of the Consultant's compensation earned through date of termination, together with any costs reasonably incurred by the Consultant that are directly attributable to the termination. The Consultant shall not be entitled to any further recovery against the County, including but not limited to anticipated fees or profit on work not required to be performed.

AGREEMENT

3. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.
4. In the event that conditions arise, such as lack of available funds, which in the County's opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

SECTION 23 - AGREEMENT TERM

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for three hundred sixty-five (365) consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 24 - CONFLICT OF INTEREST

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

SECTION 25 - ENTIRE AGREEMENT

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

SECTION 26 - PUBLIC ENTITY CRIMES

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

SECTION 27 - PUBLIC RECORDS

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

AGREEMENT

CONTRACTOR'S DUTY:

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

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

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

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-5139

Email: wharvey@pinellas.gov

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

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

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

PINELLAS COUNTY, FLORIDA, a

CONSULTANT: **HDR Engineering, Inc.**

Political subdivision of the State of

Florida, by and through its

Board Of County Commissioners

Chairman

Date: November 18, 2025.



ATTEST: Ken Burke, Clerk of the Circuit

Court

Deputy Clerk

Date: November 18, 2025.

Authorized Signature

George W. McGregor

Printed Authorized Signature

Vice President

Title Authorized Signature

APPROVED AS TO FORM

By: Miles Belknap
Office of the County Attorney



EXHIBIT A - SCOPE OF WORK

25-0262-RFP-CCNA

Pinellas County Solid Waste Master Plan Update: Draft Scope of Work and Proposed Budget

Scope of Work

Phase 1: Project Initiation & Progress Reporting

Task 1- Project Initiation and Kick Off Meeting

To initiate the project, the HDR Project Team will develop and submit a formal written data request. This request will build upon data collected during the previous Solid Waste Master Plan effort, as well other relevant studies previously conducted by our team for the County. The data request will also identify additional data needs from the County and participating municipalities, particularly information related to the implementation of the previous Solid Waste Master Plan and overall waste management operations.

As part of the project initiation, the HDR Project Team will facilitate a two-hour kickoff virtual meeting with the County. The objectives of the kickoff meeting include the following:

- Discuss overall project scope and schedule, including major milestones and performance expectations
- Review the original Solid Waste Master Plan objectives and vision, and identify any updates or shifts in priorities for this planning cycle
- Review progress to date on Solid Waste Master Plan strategies and discuss future direction
- Identify existing data relevant to the project and any additional data needs

- Establish formal lines of communication between the HDR Project Team and County

HDR PROJECT TEAM RESPONSIBILITIES:

- Develop and submit a written data request via email
- HDR will manage a Teams channel or similar site for sharing documents.
- Review and assess data received in advance of the kickoff meeting
- Prepare and distribute a draft agenda prior to the kick off meeting
- Attend the kickoff virtual meeting (up to four key personnel)
- Prepare and distribute meeting notes following the kickoff meeting via email

COUNTY RESPONSIBILITIES:

- Invite relevant County personnel to participate in the kickoff meeting
- Review and provide comments on the draft agenda in advance of the kickoff meeting
- Provide requested data items (electronic format preferred)
- Collaborate with the HDR Project Team to identify reasonable proxies for any unavailable data
- Brief County leaders on the project scope and schedule
- Review and provide comments on the kickoff meeting minutes

DELIVERABLES:

- Formal data request
- Kickoff meeting agenda
- Kickoff meeting notes
- Project schedule

Task 2- Progress Reporting

Throughout the duration of the project, the HDR Project Team will provide consistent coordination, communication, and progress reporting. In collaboration with the County, the HDR Project Team will schedule and facilitate progress status virtual meetings every two weeks. These meetings will serve to track progress, confirm direction, and document key decisions and next steps.

In addition to these regular meetings, the HDR Project Team will remain available for ongoing communication with the County as needed between scheduled check-ins.

HDR PROJECT TEAM RESPONSIBILITIES:

- Facilitate progress reporting, at a frequency established during the kickoff meeting
- Lead virtual progress meetings every two weeks in coordination with the County
- Prepare and distribute agendas in advance of each progress meeting
- Provide meeting notes following each progress meeting via email

COUNTY RESPONSIBILITIES:

- Identify and invite appropriate County personnel to participate in progress meetings
- Review and provide comments on meeting agendas prior to each meeting
- Review and provide comments on meeting notes following each meeting

DELIVERABLES:

- Agendas for progress status meetings
- Meeting notes documenting decisions and next steps

Phase 2: Review the Current System

Task 3- Baseline Understanding Update

This task involves updating the evaluation of the County's integrated solid waste management system from when it was last evaluated during the Master Plan development, including public, private, and municipal components within the County and the surrounding region. The assessment will consider the range of services provided, current technologies in use, infrastructure condition, operational effectiveness, and alignment with the County's evolving needs.

The HDR Project Team will conduct this evaluation through a combination of field observations, site visits, and interviews with County staff and key stakeholders. To accurately reflect current and future system demands, the team will also reassess

factors influencing waste generation, such as population growth, commercial activity, policy developments, and programmatic changes. Waste generation estimates will draw from recent County-led waste and recycling composition studies.

This task will not only update the County's understanding of its system needs but also initiate the process of identifying available resources to meet those needs.

HDR PROJECT TEAM RESPONSIBILITIES:

- Prepare and submit brief summaries of the efforts/activities conducted under this task
- Develop updated baseline projections through 2050 for waste quantiles, operating revenues, expenses, and capital expenditures, identifying resources available to fund current and proposed solid waste program requirements
- Prepare and submit an existing system assessment report summarizing key findings and providing a preliminary review of potential updates to policies, programs, infrastructure, and financial structure.

COUNTY RESPONSIBILITIES:

- Provide requested data in a timely manner as it becomes available
- Coordinate and consolidate comments from County reviewers into a single response document for efficient review cycles

DELIVERABLES:

- Draft Existing System Assessment Report and Presentation
- Final Existing System Assessment Report and Presentation

Task 4- Review of Master Plan Strategies

The existing Solid Waste Master Plan identified an initial list of 70 initiatives. Through stakeholder engagement, this list was refined to 35 potential strategies. After further evaluation - considering administrative, operational, legal and regulatory, financial, environmental, and social impacts - the list was narrowed to 28 recommended strategies.

The HDR Project Team will revisit the full progression of strategy development, starting with the initial initiatives, removing what has been completed or determined not feasible, and narrowing through the final recommendations. A review of the 28 recommended strategies will be conducted. This review will evaluate the current implementation status of each strategy, future implementation potential, opportunities for modification, updated assessments of impacts, and other relevant considerations.

HDR PROJECT TEAM RESPONSIBILITIES:

- Prepare and submit brief summaries of the efforts/activities conducted under this task
- Develop and provide a current strategy assessment report summarizing key findings and offering a preliminary evaluation of key factors for each recommended strategy.

COUNTY RESPONSIBILITIES:

- Provide requested data in a timely manner as it becomes available
- Coordinate and consolidate comments from County reviewers into a single response document for efficient review cycles

DELIVERABLES:

- Draft Current Strategy Assessment Report and Presentation
- Final Current Strategy Assessment Report and Presentation

Task 5- Technology Assessment, Assess Expanding/Modifying Existing County/Regional Infrastructure Update

As part of the previous Solid Waste Master Plan, HDR conducted an evaluation of available waste collection and processing technologies, along with potential infrastructure expansion or modification opportunities for the County's integrated solid waste system. Key components of the County's system include:

- Waste-to-Energy Facility
- Citizen Hand-Unload Area
- Bridgeway Acres Landfill

- Recycling Drop-off Sites
- Household Hazardous Waste (HHW) program, including the HHW Center and HHW North facilities

In this task, the HDR Project Team will update and expand upon the prior technology assessment. This will include a re-evaluation of previously reviewed technologies and the inclusion of new and emerging technologies relevant to the County's goals. Additionally, we will reassess opportunities to expand or modify the County's existing infrastructure to enhance diversion rates in an environmentally responsible manner, while considering economic and energy-efficient alternatives.

HDR PROJECT TEAM RESPONSIBILITIES:

- Conduct a one-day site visit with up to three key HDR Project Team members with the County of the current County assets and relevant regional infrastructure
- Provide an updated overview of applicable technologies and proposed modifications to existing infrastructure
- Participate in up to two virtual meetings (up to four key HDR Project Team members) with County staff to discuss draft and final airspace value assessment

COUNTY RESPONSIBILITIES:

- Participate and facilitate infrastructure overview as part of the one-day site visit
- Coordinate and consolidate comments from County reviewers into a single response document for efficient review cycles
- Participate in up to two virtual meetings

DELIVERABLES:

- Draft Technology Assessment technical memo
- Final Technology Assessment technical memo

Task 6- Assessment of Value of Airspace

As part of this task, the HDR Project Team will assess the financial value of the available permitted airspace at the County's landfill. The assessment will include a review of current fill rates, remaining permitted capacity, historical usage trends, and the potential impacts of proposed strategies (e.g., increased diversion, organics recovery, or advanced processing) on airspace consumption. The evaluation will help the County understand the financial implications of preserving, extending, or consuming its landfill capacity as part of two agreed-upon planning scenarios.

A monetized estimate of the value of the landfill airspace will be developed, accounting for capital and operating costs, disposal tipping fees, avoided costs from diversion strategies, and market benchmarks. HDR will consider the cost to purchase land outside the County and permit and construct a landfill solely for the use by the County. In addition, the HDR team will evaluate linked to the 'triple bottom line' (i.e., economic, environmental, and social benefits). The results of this analysis will support long-term financial planning, asset management, and decision-making related to infrastructure investment and policy development.

HDR PROJECT TEAM RESPONSIBILITIES:

- Review current landfill operations, capacity data and recent aerial survey (provided by others), and historical fill rate trends
- Calculate baseline and up to two scenario-based landfill airspace consumption projections (as agreed by County) through 2050
- Evaluate economic value of airspace under current and proposed system conditions, including avoided cost benefits from alternative strategies
- Prepare a technical memorandum summarizing findings, assumptions, and recommendations
- Participate in up to two virtual meetings (up to four key HDR staff) with County staff to discuss draft and final airspace value assessment
- Assumes airspace and compaction rate shall be based on reports provided by County. Excludes analysis of airspace and compaction rate, such as drone services.

COUNTY RESPONSIBILITIES:

- Provide current landfill capacity reports, fill rate data, operational assumptions, most recent aerial survey (AutoCAD), and relevant financial data
- Review and consolidate comments from County reviewers on the draft airspace value assessment for efficient review cycles
- Coordinate with landfill operations and finance teams to ensure alignment on data inputs
- Participate in up to two virtual meetings

DELIVERABLES:

- Draft Landfill Airspace Value Assessment Technical Memo
- Final Landfill Airspace Value Assessment Technical Memo

Phase 3: Master Plan Update Development & Presentations

Task 7- Updated Needs Assessment and Updated Strategy Identification

Building on the foundation of the previous Solid Waste Master Plan and incorporating the findings from preceding tasks, the HDR Project Team will identify the County's short-, intermediate-, and long-term needs. This assessment will inform the development of new and updated strategies for policies, programs, and infrastructure improvements. Strategies will encompass both those recommended in the current Solid Waste Master Plan and newly identified opportunities, reflecting a broad range of scenarios and technologies.

The assessment will evaluate the following alternatives, among others:

- Securing property and agreements for additional waste disposal
- Reducing waste sent to disposal facilities
- Identifying opportunities for additional waste processing facilities
- Enhancing organics diversion and processing capacity
- Developing a mixed waste processing facility
- Expanding metal recovery operations
- Improving construction and demolition debris (C&D) diversion/recycling
- Enhancing yard waste recycling programs

- Increasing landfill capacity
- Exploring revenue generation opportunities including clean energy production, landfill gas recovery, advanced thermal conversion technologies, and traditional disposal methods. Specifically, HDR will evaluate Freepoint dirty MRF processing in Columbus, OH and ReCap yard waste processing in Leon County, FL.

All alternatives will be evaluated using County-approved criteria, including efficiency, effectiveness, cost-benefit, and broader economic impacts.

HDR PROJECT TEAM RESPONSIBILITIES:

- Prepare and deliver a technical memorandum summarizing the Needs Assessment and Alternatives Analysis, including identification of key gaps, needs, and proposed strategies.
- Prepare and present Needs Assessment and Alternatives Analysis Report Presentation

COUNTY RESPONSIBILITIES:

- Coordinate and consolidate comments from County reviewers into a single response document for efficient review cycles

DELIVERABLES:

- Draft Needs Assessment and Alternatives Analysis Report and Presentation
- Final Needs Assessment and Alternative Analysis Report and Presentation
- Case studies on Freepoint and Columbus, OH facilities listed above

Task 8- Further Research of Revised Short-listed Strategies

In this task, the HDR Project Team will coordinate with the County to finalize the short-list of strategies to be included in the Solid Waste Master Plan Update. In collaboration with County staff, the Project Team will also finalize the criteria by which each strategy will be evaluated. Once finalized, the HDR Project Team will conduct additional research and targeted evaluations of the selected strategies to further inform their development and implementation.

At a minimum, the following areas will be addressed as part of this additional research:

- Technology review, as applicable
- Identification of market opportunities
- Exploration of public-private partnership opportunities
- Review of planning and regulatory actions necessary to support each strategy
- Evaluation of education and outreach approaches to transition from traditional waste disposal to improved resource management methodologies
- Financial analysis, including potential impacts and funding sources
- Identification of legislative actions that may be required or beneficial at the local and state levels
- Estimation of potential waste diversion impacts for each strategy

HDR PROJECT TEAM RESPONSIBILITIES:

- Facilitate an in-person meeting with the County to confirm the final short-listed strategies and evaluation criteria
- Prepare and submit a draft outline of the strategies and proposed evaluation criteria
- Conduct research and refinement of the final short-listed strategies

COUNTY RESPONSIBILITIES:

- Coordinate logistics for in-person meeting and site visit to discuss final list of strategies to be included in the Solid Waste Master Plan Update and confirm evaluation criteria
- Invite appropriate County personnel to the meeting
- Review and provide comments on draft agenda in advance of the meeting
- Provide timely review of the draft strategy outline and evaluation criteria, consolidating comments from all reviewers into a single document for efficient review cycles

DELIVERABLES:

- Outline of strategies to be included in the Solid Waste Master Plan
- Evaluation criteria for the final short-listed strategies

Task 9- SROI Analysis of Preferred Revised Strategies

The HDR Project Team will conduct a Sustainable Return on Investment (SROI) analysis for the preferred scenario to assess the overall value of each proposed investment. This evaluation will build upon the assessment completed in earlier tasks and incorporate societal and environmental costs and benefits to present a more comprehensive picture of potential impacts.

The SROI analysis will utilize data compiled throughout the Solid Waste Master Plan Update and apply leading economic research and advanced modeling techniques to quantify non-financial impacts - such as environmental improvements and social outcomes - wherever feasible. The analysis will calculate total net benefits and provide a detailed breakdown across the three pillars of the triple bottom line: environmental, social, and economic.

To initiate the SROI task, the HDR Project Team will facilitate a virtual meeting with County staff to review key assumptions, identify potential data gaps, and confirm the modeling approach. This collaborative discussion will ensure alignment on the drivers of the SROI analysis and clarify how previous task outputs feed into the model.

The results of the SROI evaluation will provide the County with a strong foundation to compare the relative sustainability and value of the preferred scenario, helping build the case for future implementation.

HDR PROJECT TEAM RESPONSIBILITIES:

- Prepare and deliver a draft summary of the SROI analytical approach, including relevant societal and environmental valuation metrics associated with performance of each investment
- Facilitate a virtual meeting with County staff to review SROI drivers, data needs, and methodology
- Conduct the SROI analysis and prepare a technical memorandum summarizing the findings and implications

COUNTY RESPONSIBILITIES:

- Participate in the virtual meeting to discuss key SROI inputs, drivers, and available data
- Provide timely review of draft technical memo, consolidating comments from all reviewers into a single document for efficient review cycles

DELIVERABLES:

- Draft SROI Analysis technical memorandum
- Final SROI Analysis technical memorandum in compliance with Pinellas County's accessibility requirements, outlined here:
<https://pinellas.gov/pinellas-county-accessibility-statement/>

Task 10- Draft and Final Master Plan Update and Implementation Plan

The HDR Project Team will synthesize findings from all previous tasks to develop a comprehensive, actionable Solid Waste Master Plan Update that provides clear guidance on implementing the County's preferred integrated solid waste system strategies. We will work collaboratively with the County to confirm the structure, content, and layout of the final document to ensure it aligns with County objectives and is user-friendly for a range of stakeholders.

The Solid Waste Master Plan Update is anticipated to include the following framework:

- Executive summary
- Overview of the current system (Task 3)
- Summary of review of Master Plan Strategies (Task 4)
- Summary of Technology Assessment (Task 5)
- Summary of Value of Airspace Assessment (Task 6)
- Summary of Updated Needs Assessment (Task 7)
- Detailed descriptions of the selected strategies (Task 8)
- Overview and results of the SROI Analysis (Task 9)
- Implementation plan including responsible parties, potential timeline, and public education and outreach activities

- Monitoring metrics and/or tools, as appropriate
- Recommendations for regular Solid Waste Master Plan updates

As part of the implementation plan, the HDR Project Team will:

- Identify and describe modifications to the existing Solid Waste Master Plan
- Develop schedules and budgets for each updated element
- Outline anticipated permitting requirements
- Break down implementation plan into short-, intermediate-, and long-term phases
- Detail the sequence of activities and responsible parties, from funding acquisition to technology procurement, pilot programs, and system scaling

HDR PROJECT TEAM RESPONSIBILITIES:

- Prepare and submit a detailed outline of the Solid Waste Master Plan Update
- Develop and deliver a draft Solid Waste Master Plan Update
- Facilitate up to two virtual meetings to review and discuss the draft Solid Waste Master Plan Update

COUNTY RESPONSIBILITIES:

- Provide timely review of the outline of the Solid Waste Master Plan, consolidating comments from all reviewers into a single document for efficient review cycles
- Participate in the virtual meetings to discuss the draft Solid Waste Master Plan Update

DELIVERABLES:

- Outline of the Solid Waste Master Plan Update
- Draft Solid Waste Master Plan document
- Final Solid Waste Master Plan document in compliance with Pinellas County's accessibility requirements, outlined here: <https://pinellas.gov/pinellas-county-accessibility-statement/>

Task 11- Assistance with Presentation

The HDR Project Team will support County staff in the development of presentation materials summarizing the key elements and outcomes of the updated Solid Waste Master Plan. The presentation will be tailored for the Board of County Commissioners (BOCC) as well as relevant municipal and private stakeholders. The HDR Project Team will prepare up to two draft presentations and a final version in Microsoft PowerPoint format, incorporating feedback received from the County.

If requested by County staff, the Project Team will also participate in a BOCC meeting to present the updated Solid Waste Master Plan and assist in responding to questions about the planning process and outcomes.

HDR PROJECT TEAM RESPONSIBILITIES:

- Develop and submit up to two draft versions of the presentation for the County review via email
- Finalize the presentation incorporating consolidated County comments
- Participate in a BOCC meeting to present the Solid Waste Master Plan and respond to questions, if requested

COUNTY RESPONSIBILITIES:

- Coordinate and schedule the presentation event(s)
- Invite appropriate County personnel and stakeholders
- Provide timely review of the draft versions of the presentation, consolidating comments from all reviewers into a single document for efficiency of review cycles
- Participate in BOCC meetings, if requested by County

DELIVERABLES:

- Draft Updated Solid Waste Master Plan Presentation (up to two versions)
- Final Updated Master Plan Presentation in compliance with Pinellas County's accessibility requirements, outlined here: <https://pinellas.gov/pinellas-county-accessibility-statement/>

Proposed Budget

HDR proposed to provide the services described above in accordance with the following budget estimate. The budget by task as shown in the table below was developed based on the estimated level of effort detailed by task. The estimated amount will not be exceeded without the prior approval of the County.

HDR proposes to provide the services delineated in the scope of work on a fixed fee basis (billed monthly by milestone), with a not to exceed budget of \$499,699, inclusive of labor and expenses.

Phase	Description	Fixed Fee
1.0	Project Initiation & Progress Reporting	
	Task 1- Project Initiation and Kick Off Meeting	\$ 23,676
	Task 2- Progress Reporting	\$ 27,441
2.0	Review the Current System	
	Task 3- Baseline Understanding Update	\$ 47,897
	Task 4- Review of Master Plan Strategies	\$ 65,947
	Task 5- Technology Assessment, Assess Expanding/Modifying Existing County/Regional Infrastructure Update	\$ 35,548
	Task 6- Assessment of Value of Airspace	\$ 52,450
3.0	Master Plan Update Development & Presentations	
	Task 7- Updated Needs Assessment and Updated Strategy Identification	\$ 90,345
	Task 8- Further Research of Revised Short-listed Strategies	\$ 52,054
	Task 9- SROI Analysis of Preferred Revised Strategies	\$ 36,962
	Task 10- Draft and Final Master Plan Update and Implementation Plan	\$ 53,161
	Task 11- Assistance with Presentation	\$ 14,218
Project Total		\$ 499,699

25-0262-RFP-CCNA
Pinellas County Solid Waste Master Plan Update

[illegible]



EXHIBIT B - HOURLY RATE SHEET

Five-Year Update to Solid Waste Master Plan

Contract No. 25-0262-RFP-CCNA

HDR Engineering, Inc.

Classification	Hourly Rate
Vice President/Officer	\$ 330.00
Project Director	\$ 320.00
Project Principal	\$ 309.00
Senior QA-QC/Engineer	\$ 304.00
Senior Project Manager	\$ 285.00
Project Manager	\$ 232.00
Assistant Project Manager	\$ 195.00
Senior Permitting Specialist	\$ 294.00
Senior Engineer	\$ 268.00
Senior Planner	\$ 255.00
Senior Scientist	\$ 237.00
Senior Technician	\$ 227.00
Project Engineer II	\$ 206.00
Project Planner II	\$ 195.00
Project Scientist II	\$ 185.00
Project Technician II	\$ 175.00
Project Engineer I	\$ 144.00
Project Planner I	\$ 140.00
Project Scientist I	\$ 124.00
Project Technician I	\$ 134.00
Permitting Specialist	\$ 227.00
Senior Economist	\$ 294.00
Economist	\$ 201.00
Research Analyst	\$ 150.00
Strategic Communications I	\$ 155.00
Strategic Communications II	\$ 185.00
Senior Designer	\$ 165.00
Designer	\$ 124.00
GIS Technician	\$ 124.00
Construction Management Senior	\$ 165.00
Construction Management Junior	\$ 155.00
Senior Inspector	\$ 155.00
Inspector	\$ 113.00
Project Admin/Accounting	\$ 129.00
Architect I	\$ 155.00
Senior Architect	\$ 268.00
Technical Editor	\$ 93.00

SUBCONSULTANTS

NewGen Strategies and Solutions, LLC

Classification	Hourly Rate
Partner	\$ 305.00
Principal	\$ 295.00
Senior Manager	\$ 285.00
Manager	\$ 225.00
Senior Consultant	\$ 195.00
Consultant	\$ 175.00
Administrative Services	\$ 135.00

Resource Recovery Systems

Classification	Hourly Rate
President	\$ 310.00
Senior Consultant	\$ 260.00

Transformations PR, LLC

Classification	Hourly Rate
Public Outreach	\$ 199.00

Pelz Environmental Services, Inc.

Classification	Hourly Rate
Local and Systems Markets	\$ 115.00

Solicitation #25-0262-RFP-CCNA

Title: Five-year update to Solid Waste Master Plan

1. Insurance Requirements

1.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 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 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 VIII or better.

1.2. INSURANCE (Requirements)

- 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).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision 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.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.
 - 1. Vendor shall also notify County within twenty-four (24) 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,.
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
1. 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
 - a. 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;
 - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 - c. Provide that County will be an additional indemnified party of the subcontract;
 - d. 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;
 - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 - f. Assign all warranties directly to the County; and
 - g. 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.
- F. 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:

1.3. 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.

A. Limits

1. Employers' Liability Limits Florida Statutory
 - a. Per Employee \$ 500,000
 - b. Per Employee Disease \$ 500,000
 - c. Policy Limit Disease \$ 500,000

If Vendor 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. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

1.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

A. Limits

1. Combined Single Limit Per Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal Injury and Advertising Injury \$ 1,000,000

4. General Aggregate \$ 2,000,000

1.5. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE

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.

A. Limits

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

- B. 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.

1.6. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.