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

NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Restore Act Wastewater Collection System Improvements

RFP CONTRACT NO. 22-0056-NC(PLU)

COUNTY PID NO. 005015A

NON-CONTINUING FIRM: Halff Associates, Inc.

PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES AGREEMENT

TABLE OF CONTENTS

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

SECTION 1
INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
(Insert Project Title)

THIS AGREEMENT, entered into on the_____ day of _____, 20_____, 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, **Halff Associates, Inc.** with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the design of anew wastewater collection systems located in unincorporated Pinellas County, Florida

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

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

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

SECTION 2
SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

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

All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements. Exhibit A, Scope of Services is attached.

a) Required Deliverables

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

2.2 PROJECT PHASES

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

2.3 CONSULTING RESPONSIBILITIES

A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of plans, and that submittals are complete.

B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

C. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required hereunder will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.

E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, prepared in Microsoft Project 2013 or later, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

2.4 GENERAL DESIGN CONDITIONS

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

2.4.2 All design data, plans, and drawings shall be delivered electronically and or on travel drives formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All specification and other documents shall be delivered electronically and or on two travel drives, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

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

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

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

2.5.1 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.

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

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

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

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

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

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

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

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

Should Supplier:

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

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 15 of this Agreement, "Indemnification."

SECTION 3
SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE

The CONSULTANT shall prepare with the COUNTY'S assistance the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the COUNTY and the Contractor. The CONSULTANT also, shall bear the cost of two (2) complete sets of documents (plans and specifications), two (2) of which shall be signed and sealed by the CONSULTANT as original record sets for the PROJECT. Each sheet in the two (2) construction plans print sets shall be signed, sealed and dated. The title sheet only of the two (2) specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

3.2.1 The CONSULTANT, following the COUNTY'S review of the Construction Documents and of the latest Statement of Probable Construction Cost, shall be available to assist the COUNTY in obtaining bids, and in preparing and awarding construction contracts for each bid package. The CONSULTANT shall assist conducting pre-bid conferences, and shall prepare a Bid Tabulation spreadsheet following receipt of bids.

3.2.2 If the Advertisement for bids has not commenced within sixty (60) days after the CONSULTANT submits the approved Construction Documents to the COUNTY, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the Construction Documents to the COUNTY and the date on which the Advertisement for Bids occurred.

3.2.3 The CONSULTANT shall prepare any required addenda to construction plans and specifications on the PROJECT during the bidding phase affecting the CONSULTANT'S plans and specifications. The CONSULTANT shall also provide any addenda during the Construction Phase in sufficient quantity to distribute to all necessary parties as determined by the COUNTY. Addenda material shall be placed in envelopes by the CONSULTANT for mailing by the COUNTY. The CONSULTANT shall also furnish certified mail receipt material and prepare mailing labels. The COUNTY shall mail all addenda.

3.3 CONSTRUCTION PHASE

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

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.

2. Maintenance of master file of submittals with duplicate for COUNTY.

3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.

4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.

5. Review for correctness Contractors pay requests for the COUNTY.

6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the COUNTY as required by construction exigencies. Response to any request must be received by the COUNTY within twenty-four (24) hours of request, or the next available working day when the request is prior to a weekend or holiday.

7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.

8. Notify the COUNTY of any deficiencies found in follow-up reviews.

9. Evaluate all testing results and make recommendations to the COUNTY.

10. Assist in the establishment by the COUNTY of programs of operation and maintenance of the physical plant and equipment.

11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.

12. Prepare an operation and maintenance manual for the COUNTY'S use.

13. The CONSULTANT shall visit the project as necessary, but at a minimum of three (3) month, six (6) month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the CONSULTANT of other needed visits to the project should specific issues arise.

14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.

15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The CONSULTANT will provide one (1) set of signed and sealed prints and one (1) CADD disk of the as-built record construction documents.

16. Transmit certified as-built record drawings and general data, appropriately identified, to the COUNTY within thirty (30) days following completion of construction.

17. Consult with, and recommend solutions to, the COUNTY during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.

18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.

19. Document noted defects or deficiencies and assist the COUNTY in preparing instructions to the Contractor for correction of noted defects.

20. The Contractor shall provide the CONSULTANT with all the required project close out material for CONSULTANT'S use in the warranty period services.

21. The Contractor shall have prime responsibility in the warranty period for all services herein. The CONSULTANT shall assist, consult, observe review and document as noted.

3.4 PROVISIONS RELATED TO ALL PHASES

3.4.1 The CONSULTANT will investigate and confirm in writing to the COUNTY, to the best of the CONSULTANT'S knowledge, conformance with all applicable local public and utility regulations.

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

3.4.3 The CONSULTANT shall submit to the COUNTY design notes and computations to document the design conclusions reached during the development of the construction plans.

a. Five (5) copies of the design notes and computations shall be submitted to the COUNTY with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any COUNTY comments shall be resubmitted. At the PROJECT completion, a final set of the design notes and computations, properly endorsed by the CONSULTANT, shall be submitted with the record set of plans and tracings.

b. The design notes and calculations shall include, but not be limited to, the following data:

1) Design criteria used for the PROJECT.
2) Roadway geometric calculations
3) Structural calculations.
4) Drainage calculations.
5) Traffic design calculations
6) Traffic control calculations
7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
8) Calculations showing probable cost comparisons of various alternatives considered.
9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
10) Other PROJECT-related correspondences as appropriate.

3.4.4 Each set of plans for the PROJECT shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the COUNTY. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the COUNTY.

3.4.5 The CONSULTANT shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the PROJECT.

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

3.4.7 Other CONSULTANT responsibilities shall be as listed below:

a. Provide necessary sealed drawings to obtain building permits or any utility permit.
b. Assist the COUNTY in Contractor claims and/or litigation.
c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the COUNTY against claims by suppliers or third parties.

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

3.4.9 All work prepared and/or submitted shall be reviewed and checked by a CONSULTANT (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional CONSULTANT in responsible charge.

3.5 PERMIT APPLICATIONS AND APPROVALS

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

3.5.2 The CONSULTANT shall, at no additional cost to the COUNTY, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the PROJECT.

3.5.3 For the purpose of ensuring the timely approval of all permits necessary for the construction of the PROJECT, the CONSULTANT shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the PROJECT, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

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

3.6.2 Drainage investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the PROJECT.

SECTION 4
SERVICES TO BE FURNISHED BY THE COUNTY

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

A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the PROJECT design, which the COUNTY may have in its possession.

B. Reproducibles of the COUNTY Engineering Department Standard Drawings applicable to the PROJECT.

C. Sample copies of the COUNTY standard contract documents and specifications.

D. Preparation of legal (front-end) section of the specifications.

SECTION 5
PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

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

5.1 Prior to the commencement of design activities, the COUNTY will conduct with the CONSULTANT a pre-design conference for the purpose of discussing issues relative to the PROJECT, plans preparation and submittal procedures and to convey to the CONSULTANT such items provided for under Section 4 as may be required and available at that time.

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

5.3 The CONSULTANT shall participate in Monthly PROJECT Conferences with COUNTY staff personnel. The meetings will be scheduled by the COUNTY at a location provided by the COUNTY.

5.4 The CONSULTANT shall attend, as technical advisor to the COUNTY all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the PROJECT, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the COUNTY, shall either plead the COUNTY'S case or provide engineering and technical assistance to the COUNTY in its pleading of the case.

5.5 The CONSULTANT shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the COUNTY and appropriate COUNTY staff shall attend.

SECTION 6
PAYMENT GUIDELINES AND CATEGORY OF SERVICES

6.1 BASIC SERVICES

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

6.2 OPTIONAL SERVICES

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

6.3 CONTINGENCY SERVICES

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

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

6.4 ADDITIONAL SERVICES

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

6.5 INVOICING

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

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

A. Soil Analysis/Geotechnical Investigations.

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

C. Aerial Photography (if required).

D. Payment of Permit Fees (if required).

E. Payment of the Public Information Meeting Advertisements, if required.

F. Payment of the Court Reporter for public meetings, if required.

G. Printing and Binding Services.

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

All progress reports shall be mailed to the attention of the designated Project Manager, Daniel Glaser, P.E., 14 S. Ft Harrison - 6th FL, Clearwater, FL 33756.

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

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

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

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

SECTION 7
COMPENSATION TO THE CONSULTANT

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3.1, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: Two Hundred Twenty-Seven Thousand One Hundred Thirty-One and 00/100 Dollars ($227,131.00) for the Task 1 – Project Management.

A Lump Sum Fee of: One Hundred Ten Thousand One Hundred Seventy-Five and 00/100 Dollars ($110,175.00) for the Task 2 -Public Outreach.

A Lump Sum Fee of: Eleven Thousand Eighty and 00/100 Dollars ($11,080.00) for the Task 3 –Water System Third Party Coordination.

A Lump Sum Fee of: Eleven Thousand Five Hundred Eighty and 00/100 Dollars ($11,580.00) for the Task 4 – Quality Control / Quality Assurance.

A Lump Sum Fee of: Nine Hundred Thirty-Nine Thousand Seven Hundred Twenty-Two and 75/100 Dollars ($939,722.75) for the Task 5 –30% Design Phase and 30% Engineering Design

A Lump Sum Fee of: Five Hundred Forty Thousand Five Hundred Sixty-Two and 00/100 Dollars ($540,562.00) for the Task 6 –90% Design Phase

A Lump Sum Fee of: One Hundred Forty-One Thousand Eight Hundred Forty-Six and 00/100 Dollars ($141,846.00) for the Task 7 –100% Final Design Phase

A Lump Sum Fee of: Forty Three Thousand Forty Six and 00/100 Dollars ($43,046.00) for the Task 8 – Permitting

A Lump Sum Fee of: Twenty Four Thousand Three Hundred Ten and 00/100 Dollars ($24,310.00) for the Task 9 – Bid Phase Services

The above fees shall constitute the total not to exceed amount of **Two Million Forty-Nine Thousand Four Hundred Fifty-Two and 75/100 Dollars ($2,049,452.75)** to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

7.2 Total agreement not-to-exceed amount **Two Million Forty-Nine Thousand Four Hundred Fifty-Two and 75/100 Dollars ($2,049,452.75)**.

7.3 For any ADDITIONAL SERVICES, the COUNTY agrees to pay the CONSULTANT a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.

7.4 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

SECTION 8
PERFORMANCE SCHEDULE

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

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

8.2 All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT design schedule referenced in 2.3 E.

8.3 The CONSULTANT shall not be held responsible for delays in the completion of the PROJECT design when the COUNTY causes such delays. The COUNTY reviews related to the above submittals shall not exceed twenty-one (21) days.

SECTION 9
AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

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

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

9.3 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

SECTION 10
FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

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

SECTION 11
SATISFACTORY PERFORMANCE

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

SECTION 12
RESOLUTION OF DISAGREEMENTS

12.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

12.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

SECTION 13
CONSULTANT'S ACCOUNTING RECORDS

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

13.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

13.3 For the purpose of such audits, inspections, examinations and evaluations, the COUNTY'S agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until five (5) years after the date of final payment by the COUNTY to the CONSULTANT pursuant to this Agreement.

13.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 14
OWNERSHIP OF PROJECT DOCUMENTS

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

SECTION 15
INSURANCE COVERAGE AND INDEMNIFICATION

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

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

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

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

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

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

SECTION 18
PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 19
TRUTH IN NEGOTIATIONS

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

SECTION 20
SUCCESSORS AND ASSIGNS

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

SECTION 21
INTEREST ON JUDGMENTS

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

SECTION 22
TERMINATION OF AGREEMENT

22.1 The COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONSULTANT of the intention to cancel. Failure of the CONSULTANT to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of COUNTY. Alternatively, at the COUNTY'S discretion, the COUNTY may provide to CONSULTANT thirty (30) days to cure the breach. Where notice of breach and opportunity to cure is given, and CONSULTANT fails to cure the breach within the time provided for cure, COUNTY reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.

22.2 If COUNTY terminates the Agreement for convenience, other than where the CONSULTANT breaches the Agreement, the CONSULTANT'S recovery against the COUNTY shall be limited to that portion of the CONSULTANT'S compensation earned through date of termination, together with any costs reasonably incurred by the CONSULTANT that are directly attributable to the termination. The CONSULTANT shall not be entitled to any further recovery against the COUNTY, including but not limited to anticipated fees or profit on work not required to be performed.

22.3 Upon termination, the CONSULTANT shall deliver to the COUNTY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

22.4 In the event that conditions arise, such as lack of available funds, which in the COUNTY'S opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

SECTION 23
AGREEMENT TERM

This Agreement will become effective on the date of execution first written above and shall remain in effect for five hundred fifty **(550)** consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 24
CONFLICT OF INTEREST

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

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

SECTION 25
ENTIRE AGREEMENT

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

SECTION 26
PUBLIC ENTITY CRIMES

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

SECTION 27
PUBLIC RECORDS

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

CONTRACTOR'S DUTY

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

SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION

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

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

Firm Name: Halff Associates, Inc.

By: _____
Print Name: Bruce T. Kaschyk, AICP
Title: Sr. Vice President Date: 7/18/22

PINELLAS COUNTY, by and through its Board of County Commissioners

By: _____
Name Date: _____
Chairman

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

APPROVED AS TO FORM

By: *Jacina Parson*
Office of the County Attorney

EXHIBIT A

SCOPE OF WORK

The project (PID 005015A Restore Act Wastewater Collection System Improvements) is the design services of wastewater collection systems within fourteen (14) private manufactured home communities (MHCs) in Pinellas County (County). The following list includes the names of the MHCs, and the approximate quantities of linear feet of streets along the centerline and lot/unit counts.

No.	MHC Name	Approx. Distance Along Street Centerline (ft)	Approx. Lot/Unit Count (each)
1	Bel-Aire Mobile Home Owners	5,505	166
2	Boca Ciega	4,414	139
3	Florida MHP	1,684	57
4	Flowerwood Club MHP	3,188	78
5	Four Seasons Estates	10,236	335
6	Grosse Pointe Estates	4,016	128
7	Holiday Shores MHP	10,407	312
8	Lake Seminole Estates MHP	5,904	154
9	Lake Seminole Resort	8,312	246
10	Majestic Park Homes	6,534	161
11	Midway Am-Can Home Park	4,067	106
12	Oasis Mobile Home Park	4,180	117
13	Pointe West MHP	11,852	342
14	Tropical Gardens MHP	2,425	64
	Total	**82,724**	**2,405**

This scope of services includes project management, public outreach, quality assurance and control (QA/QC), design services (including field studies and 30%, 90% and 100%-Final deliverables), opinions of probable construction costs (OPCC), permitting services and bid phase services limited to the new wastewater collection system improvements. Construction contract documents will comprise a set of standard conjoint documents applicable to all MHCs, and a specific set of individual documents applicable to each

MHC. The County has chosen the project delivery method as design, bid and build (DBB) for this project.

The scope of services herein includes coordination with a third-party retained by the County for the design of the water system improvements.

Task 1 – Project Management

The CONSULTANT will be responsible for general project management including contract management, subconsultant coordination, and Restore Act coordination. General project management activities include project coordination, preparation of miscellaneous correspondence, meeting agendas and summaries, maintenance of project documentation, and coordination services. The CONSULTANT will be responsible for the coordination and management of the subconsultants' work, managing subcontracts, and overall project schedule compliance. The Project Management task includes forecasting, and tracking, the project budget and schedule, submittal of monthly invoices with an updated project schedule and project status summary report.

1. CONSULTANT's responsibilities under Task 1 – Project Management are subdivided into the following subtasks:

    1.1. Contract/Project Management:

        1.1.1. Documents Control - Maintaining project documentation. CONSULTANT will set up and maintain a collaborative online platform for document control. The platform will be accessible and available to the County and all subconsultants.

        1.1.2. Invoicing and Reporting – CONSULTANT will provide monthly invoices and project status summary reports including all subconsultants invoices for the period. Reports will include schedule updates, budget status, and will be sufficient to comply with the requirements of the Restore Act. CONSULTANT will provide a draft invoice and attachments to the County for review and approval prior to submitting for payment.

        1.1.3. Scheduling – prepare and update design/permit phase project schedules for each MHC utilizing Microsoft Project with monthly updates of project progress.

    1.2. Subconsultant Coordination – management of subconsultants, team resource budgets, schedule control and invoicing. CONSULTANT will plan and guide the work of subconsultants, review of subconsultant deliverables for completeness and quality, and serve as the point of contact for the subconsultants.

    1.3. Project Management Meetings – CONSULTANT will plan and attend meetings pertaining to project management of the work. Project management meetings are expected to occur on a monthly basis. Other meetings and workshops will be held as necessary for technical objectives and are included on each respective task throughout the project scope of services. CONSULTANT will hold internal project management meetings with subconsultants for coordination of the work.

1.4. Restore Act Coordination

1.4.1. RESTORE Act Grant Requirements Plan – CONSULTANT will review the County's RESTORE Act Grant authorization and its requirements. CONSULTANT will prepare a summary memorandum of key design phase and construction phase requirements with an outline of the project grant compliance plan containing progress reporting suggestions.

1.4.2. Restore Act Workshop - Contact Pinellas County staff involved in managing grant compliance requirements and process. The CONSULTANT and the County will review grant requirements and incorporate lessons learned in the memorandum outlining the project's RESTORE Act Grant plan.

1.4.3. RESTORE ACT Grant coordination services - CONSULTANT will review the first required semi-annual report prepared for submittal to the Grant agency and provide comments. CONSULTANT monthly invoices and project documentation process will be defined and self-audited to comply with Grant requirements.

1.4.4. Contingency Items – None included

Project Management Task Deliverables:

- Documents Control SharePoint portal.
- Monthly invoicing and project progress reports.
- Meeting agendas and minutes.
- Restore Act Grant requirements memorandum
- Restore Act Grant workshop coordination, agenda, and notes
- Project design/permit/bid phase schedule and monthly updates.

Task 2 – Public Outreach

CONSULTANT will lead the public involvement component of the project. Services will include printed project information, digital media, and public meetings including presentations. CONSULTANT will provide timely and accurate project information to the MHCs and related stakeholders.

2. The CONSULTANT's responsibilities under Task 2 – Public Outreach are subdivided into the following subtasks:

2.1. Stakeholder Data Management – CONSULTANT will develop and maintain a project stakeholder log to track communications with stakeholders.

2.2. Project Information Contacts - CONSULTANT will review a County provided telephone number and email address list of project stakeholders and include new contacts as the project progresses, as applicable.

2.3. Project Website - CONSULTANT will develop a project-specific website and content to support the public outreach. Website content and information will be approved by the County prior to posting online. Website design will align with Pinellas County brand guidelines and comply with Section 508 and Title III ADA accessibility requirements per Pinellas County accessibility policies. The website will typically include the following features as approved by the County:

a) Project overview (purpose, need, and benefits of the projects)

b) Public information/education updates (schedules, meetings, presentations)

c) Project maps/GIS

d) Frequently Asked Questions (FAQs)

e) Contact information

2.4. Project Collateral – CONSULTANT will develop informational materials utilizing easily understood language and infographics. Collateral content will follow Pinellas County brand guidelines and meet applicable County ADA accessibility requirements. Collateral materials may include, but are not limited to, the following:

a) Project fact sheets

b) Frequently Asked Questions (FAQs)

c) Informational graphics/videos/visualizations

d) Website and social media content

e) Presentations

2.5. MHC Community Meetings – CONSULTANT will coordinate and conduct community meetings with the MHC residents and stakeholders to provide information about the project, planned activities, schedules, and other pertinent project information regarding the County the project. The community meetings will provide an opportunity for the CONSULTANT and County staff to provide update information to the MHC stakeholders and to answer any questions they may have. Community meetings may be held virtually or in-person at each MHC as directed by the County. MHC Community Meetings are generally expected to be MHC during development phases of the project as follows:

2.5.1. 30% Design Phase –one public meeting per MHC for a total of 14 meetings.

2.5.2. As needed meetings –additional meetings with MHCs for a total of 3, expected to be necessary on MHCs with pump stations or due to other reasons as needed.

2.6. Public Information and Outreach Activities - will provide public information and outreach activities to include the following:

a) Coordinate with County staff regarding relevant project information and content format(s) for media distribution and other as-needed media support services related to the project.

2.7. Project Outreach Summary Report – will prepare a final summary report of project outreach activities at the conclusion of the project to support Restore Act grant funding requirements.

Public Outreach Task Deliverables:

- Public/Stakeholder Communications Record
- Public Outreach Collateral Materials – boards, fact sheets, notifications, and other digital and/or print media distributed for public information
- Project Information Website
- Public Information Meetings – invitations, coordination records, meeting notes
- Summary of Public Outreach Activities for reporting to Restore Act grant funding administrator and County.

Task 3 – Water System Third Party Coordination

3. This task includes coordination with a third party retained by the County for the design of the water system improvements on each MHC. CONSULTANT will provide the following services under this task:

3.1. Provide electronic copy of field studies including survey, SUE and geotechnical report.

3.2. Answer questions and coordinate resolution of wastewater and water systems conflicts through the design process.

This task does not include redesign and coordination of unanticipated changes due to water main design alignment and profile changes after CONSULTANT'S 90 percent design submittal.

Water System Third-party Coordination Task Deliverables:

- Meeting notes and documentation of each communication.
- Transmittal of the field studies information provided to third party designer.
- Written responses to third party potable water main consultant.

Task 4 – Quality Assurance and Quality Control (QA/QC)

Quality Assurance and Quality Control is an ongoing process that will be employed from the time of Notice to Proceed to project closeout. The CONSULTANT will review and coordinate all deliverables across each discipline to provide technical integration and compliance with Pinellas County Utilities (PCU) standards. All project deliverables will be

in accordance with the latest Pinellas County CADD Standards (refer to http://www.pinellascounty.org/technical/), as well as Chapter 472, Florida Statutes and Chapter 5J-17, Florida Administrative Code. All work products shall be certified by a Professional Survey and Mapper or Professional Engineer, as applicable, licensed in the State of Florida. Prior to final delivery, all products will go through a complete internal and external independent technical review.

Each task and/or deliverable in this scope of services includes proportional effort and scheduled resources to conduct QA/QC. This task includes development and management of the QA/QC function. Documentation will be provided to the County upon request.

4. The CONSULTANT's responsibilities under Task 4 – QA/QC are subdivided into the following subtasks:

    4.1.1. QA\QC Procedure – provide copy of the QA/QC plan to be utilized to review and document the QA/QC process for all deliverables and products of the project.

    4.1.2. QC\QC Management – CONSULTANT will implement the QA/QC plan in reviewing all project deliverables including design calculations, reports, plans and specifications.

QA/QC Task Deliverables:

- CONSULTANT QA/QC Procedure
- QA/QC log documenting completed procedures, including redlines of reviewed deliverables.

Task 5 – 30% Design Phase

The CONSULTANT will develop the project to 30% design by conducting the following:

a) Data investigation and review
b) Field investigations
c) Sea Level Rise (SLR) analysis
d) Design Technical Memorandum (DTM)
e) 30% Design Plans
f) 30% Opinion of Probable Construction Costs (OPCC)

CONSULTANT will conduct coordination / review workshops with the County through this phase to obtain comments and feedback to be incorporated in the design.

This task includes the preparation of deliverables that will comprise a set of standard conjoint documents applicable to all MHCs, and a specific set of individual documents

applicable to each MHC. This will include design standards for on-site pump stations where applicable to the MHC.

5. CONSULTANT's responsibilities under Task 5 – 30% Design Phase are subdivided into the following subtasks:

   5.1. Project Kick-off Workshop - CONSULTANT will coordinate and conduct a meeting with the County and all subconsultants participating in this task to discuss items as project overview, design approach, schedule, permits, and proposed equipment and material list. The objective of this meeting is to discuss and define project engineering criteria and project goals to be considered in the design.

   5.2. Data Investigation and Review

      5.2.1. Review and evaluate available background information and data – the County will provide available data for the MHCs such as existing wastewater collection, potable water, stormwater and other existing underground utility record drawings, operation, and maintenance records on existing pump stations.

      5.2.2. Identification of existing easements – The County will conduct a title search for each MHC and make findings available to the CONSULTANT for review and identification of existing utility easements. Data will be incorporated in the existing conditions plans.

      5.2.3. Review other permitted and/or scheduled construction activities, provided by the County, that may affect and should be considered in this project.

   5.3. Land Survey

      5.3.1. Field Survey – survey services will encompass acquiring and processing necessary field information for the design of the project in accordance with County technical specifications and industry standards. Data will be concentrated to street corridors, to include pavement, visible above ground utilities, and topographic features inside a maximum limited fringe of 50-ft beyond and visible from the edge of pavement. Location and limits of each dwelling unit, and physical features including driveways, sidewalks, and hardscape, will be represented in the survey.

      Existing visible County and private wastewater collection system components, including manholes and pump stations, will be surveyed. The data will be acquired utilizing a combination of Mobile Light Detection and Ranging (LiDAR) and conventional methods for areas not visible form the street or obscured by physical obstacles.

      The Horizontal Datum of the survey will be on the Florida State Plane Coordinate System NAD 83 (2011 adjustment/ epoch 2010.00), West Zone 902 in US Survey feet and the Vertical Datum will be on North American Vertical Datum 88.

      5.3.2. Blanket Permanent Utility Easements – CONSULTANT will research the Deed/Plat information for each MHC and review the title search data

provided by the County to prepare a blanket permanent utility easement description for each MHC based on record information. Easement descriptions will encompass the totality of each community boundary. The easements will be prepared in accordance with County standards and will be reviewed and approved by the County prior to submitting for MHC signatures and recording. If water system improvements are funded, the blanket permanent utility easements will reference water systems as well as the wastewater collection systems.

5.4. Subsurface Utilities Engineering (SUE) - SUE services will encompass acquiring and processing necessary field information for the design of the project in accordance with County technical specifications and American Society of Civil Engineers' National Consensus Standard CI/ASCE 38-02.

5.4.1. Subsurface utilities designation will be limited to the depiction of water, electric and gas main lines from their main point of connection at the right-of-way to the distribution point inside the MHC. This task does not include water or wastewater utilities that are 2-inches in diameter or less. Main electrical lines will be designated including buried power which may be present, however individual electrical or communications/data services to each unit will not be designated.

5.4.2. Utility Coordination - includes providing existing conditions plans and proposed alignments of new utilities to utility owners and operators to obtain additional information for the purpose of coordination. Contact will be made with the Florida Sunshine 811 service to request underground utility information.

5.4.3. Utility Coordination Meetings – includes meeting with utility owners at their premises or the project site to discuss and clarify questions or requirements of possible utility relocations.

5.4.4. Existing utilities identified via survey or SUE methods will be depicted in the survey plans.

5.5. Condition Assessment Evaluations

5.5.1. CCTV – Review of County provided CCTV records and condition reports of existing County gravity wastewater collection lines traversing through the communities that serve as connection point to existing laterals of the MHCs.

5.5.2. Pump Stations – Lake Seminole Resort, Bel-Aire, and Oasis MHCs have pump stations that are privately operated and maintained as part of their existing wastewater collection systems. These stations discharge to the County wastewater collection system. As the planned operation and maintenance entity for the new wastewater collection systems, the County requires the pump stations to meet their standards. Since the current pump stations do not meet current County standards, design, and construction of new pump stations in compliance with County standards will be required.

CONSULTANT's team will conduct site observation visits to each of the three MHCs to evaluate the siting of the new pump stations. The CONSULTANT team will note observed advantages and disadvantages to two pump station location options and consider power and gravity sewer routing to the new location. The CONSULTANT's team will consist of civil, mechanical, electrical, instrumentation and controls, and structural disciplines.

5.6. Geotechnical Engineering

5.6.1. Field Work – a geotechnical study will be conducted to obtain information on the general subsurface soil conditions at each MHC. Explorations will include standard penetration tests (SPT) to determine geotechnical conditions for the design of pump stations and wastewater collection system components. Pavement cores will be obtained within the existing pavement section. Hand augers will be used to determine the thickness of the base and subbase material after coring the asphalt pavement. Cored areas will be patched after coring and analysis is complete.

Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter. The boreholes will be backfilled with grout upon completion. Standard Penetration Test will be performed as follows:

a) 3 SPT borings will be performed to depths of 30 feet below the existing ground surface in the pump station locations specified by the client.

b) 49 SPT borings to average depths of 15 feet below existing ground surface along the manhole locations, at approximately 500 ft spacings.

c) 52 pavement cores within the existing pavement section. A hand auger will be used to determine the thickness of the base and subbase material after coring the asphalt pavement.

5.6.2. Geotechnical Report – The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer licensed in the state of Florida specializing in geotechnical engineering. The report will summarize recommendations for pump station design, gravity system installation and street restoration. Existing groundwater levels and estimated normal seasonal high groundwater fluctuations will be determined. General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction will be reported.

5.7. Sea Level Rise (SLR) Analysis - Using the Pinellas County SLR projection tool, CONSULTANT will estimate SLR projection for the project sites. Should the Pinellas County SLR tool be unavailable at project kick-off, CONSULTANT will

coordinate with Pinellas County for use of the Tampa Bay Climate Science Advisory Panel's guidance as an alternative.

5.7.1. Sea Level Rise (SLR) Workshop – CONSULTANT will organize and facilitate an SLR Workshop for Pinellas County staff to discuss how SLC projections may affect infrastructure design.

5.8. 30% Engineering Design

5.8.1. 30% Design Technical Memoranda - One DTM will be prepared for each MHC. The DTM will include reports of field studies, summary data and existing conditions, design criteria, discussion of alternatives evaluated and basis for selection of the alternative to be developed through 100%-Final Design Phase. Through the DTM, CONSULTANT will evaluate a maximum of two (2) design alternatives per MHC. The main consideration for the definition of alternatives will be an evaluation of rehabilitation vs. installation of new wastewater collection system infrastructure, where applicable. Additional aspects weighing on the definition of alternatives include cost, impact to residents, impact to existing utilities and siting analysis of pump stations.

5.8.2. 30% Design Plans – plans will include existing conditions developed from land survey and recommended preliminary alignment of the proposed wastewater collection system. Additional key information will include major required utilities relocations, preliminary siting for pump stations, and limits of replacement or rehabilitation of existing County wastewater collection systems that traverse through the communities.

5.8.3. Opinion of Probable Construction Cost (OPCC) – The OPCC will consist of a Class 3 cost estimate as established by the American Association of Cost Engineers (AACE) cost estimate classification, which provides typical accuracy ranging from -10% to +30% of the expected project construction cost based on project design information ranging between 10% to 40% completion.

5.8.4. Design workshop and coordination with the County

5.8.5. QA/QC of 30% Design deliverables

5.9. Contingency Items – None included

30% Phase Deliverables:

- Survey / SUE Plans
- Blanket Permanent Utility Easements
- Sea Level Rise Workshop agenda, meeting minutes and design criteria parameters memorandum.
- Engineering Technical Memoranda

- 30% Design Plans
- Opinion of Probable Construction Cost (OPCC)
- Responses to County review comments
- Notes and record of decision of review workshops

Task 6 – 90% Design Phase

Based on the County's comments received on the 30% Design Phase, the CONSULTANT will prepare the 90% Design Phase set of contract documents for each MHC. Similar to the 30% Design Phase, this task includes the preparation deliverables that will comprise a set of standard conjoint documents applicable to all MHCs, and a specific set of individual documents applicable to each MHC.

Characteristics of the engineering services and deliverables to be produced under this Task include the following:

a. Plan drawings will be presented on a 1"=30' scale when plotted on standard 22" by 34" size sheets following the general requirements of the County CAD (Computer Aided Design) standards. Information in the drawings will include but not be limited to standard details, connection details, existing conditions, wastewater collection system, pump stations, and specific details developed for each MHC as needed.

b. Profile or cross section drawings will be presented only for sections of the project where existing conditions or the proposed design requires additional information or clarification for the contractor to interpret the design intent. In such cases, separate profile or cross section sheets will be provided following the general requirements of the County CAD standards.

c. Construction drawings will be provided in electronic format using the Pinellas County CADD Kit for AutoCAD Civil 3D 2020, latest version. The Pinellas County CADD Standard Manual for Survey & Civil Engineering, and the most current County standards will be followed except for the deviations described herein.

d. Design will identify foreseeable construction constraints in plans, notes or specifications. The contractor will be required to provide a construction sequencing plan submittal for making connections to the existing wastewater collection system to minimize disruptions.

e. Design will detail the new wastewater collection system components that are expected to be located within the MHC roadway corridor. Connection cleanouts will be located at approximately five (5) feet off the home units and will be individually provided for each. Sewer connections from the new wastewater mains to the new cleanouts and connections each unit's point of connection will be described in typical special details for the contractor to construct such connections.

f. The County has expressed preference listed herein to address existing County wastewater system pipes inside the MHC property limits. CONSULTANT will

consider this preference and inform the County of specific areas or conditions where deviations or exceptions are recommended.

- Replace metal pipes within MHCs property boundaries with PVC pipes located within MHC streets, regardless of original location.
- Replace vitrified clay pipes (VCP) located within MHCs property boundaries and design PVC gravity sanitary sewer, to be located within existing streets. CONSULTANT will review CCTV condition assessment reports to determine if lining the existing VCP gravity sanitary sewer is a feasible alternative. In those cases, the pipes will not be replaced.
- Relocate pipes, regardless of material, if located within MHC private property boundaries and outside of street corridors (i.e., back of MHCs) and design PVC gravity sanitary sewer, to be located within existing streets.

g. The County will provide the existing wastewater collection system hydraulic model prepared in PCSWMM for CONSULTANT to reference in designing the proposed system. CONSULTANT will update the model to include the proposed wastewater collection system geometry and expected flows and provide updated files to the County.

h. The existing wastewater collection system components to be placed out of service and replaced by the new system will be disenabled so as to prevent future unapproved connections. Manholes will be filled after pipe connections are partially grouted or plugged to pre-determined length. The top portion of decommissioned manholes will be removed, and surface restored to same conditions as surroundings. Lateral connections to units will be cut and partially grouted to a pre-determined length. It is not considered that existing components to be placed out of service be removed unless strictly necessary.

i. Pump station design will include emergency, stand-by, stationary power generators.

j. County standard specifications will be utilized whenever applicable. Any required sections not covered by County standard specifications will be prepared by the CONSULTANT using industry standard references.

k. Design deliverables will be submitted to the County for review and comment. Based on comments received, plans and specifications will be revised, and the subsequent progress deliverable will incorporate the required changes.

l. The Contractor will be required to restore the MHC interior roadways from edge of existing pavement to edge of existing pavement at existing pavement composition and thickness following construction of the new wastewater collection system. Pavement restoration will be addressed in plan notes and in contract documents. Roadway and stormwater reconstruction design is not included in this base scope of services.

6. CONSULTANT will incorporate review comments of the 30% Design Phase and advance the design to 90% completion. CONSULTANT's responsibilities under Task 6 – 90% Design Phase are divided into the following subtasks:

   6.1. 90% Engineering Design

      6.1.1. 90% Plans and Specifications- CONSULTANT will incorporate review comments of the 30% Design Phase and advance the design to 90% completion.

      6.1.2. Prepare the 90% Design Phase Opinion of Probable Construction Cost (OPCC).

      6.1.3. Prepare draft permit applications for each MHC for County review and signatures.

      6.1.4. Design workshop and coordination with the County.

      6.1.5. QA/QC of 90% Design deliverables and CONSULTANT's redlines

   6.2. Contingency Items – None included

90% Design Phase Task Deliverables:

- 90% Design plans and technical specifications
- Opinion of Probable Construction Cost (OPCC)
- Draft permit applications for each MHC
- Responses to County review comments
- Notes and record of decisions of review workshops
- QA/QC redlines

Task 7 – 100%-Final Design Phase

Based on the comments received on the 90% Design Phase, the CONSULTANT will prepare the 100%-Final Design Phase set of contract documents for each MHC. Similar to the 90% Design Phase, this task includes the preparation deliverables that will comprise a set of standard conjoint documents applicable to all MHCs, and a specific set of individual documents applicable to each MHC. The 100%-Final Design deliverables will be signed and sealed, suitable for permitting and issuing for bid.

7. CONSULTANT's responsibilities under Task 7 – 100%-Final Design Phase are divided into the following subtasks:

   7.1. 100%-Final Engineering Design

      7.1.1. 100%-Final Plans and Specifications- CONSULTANT will incorporate review comments of the 90% Design Phase and advance the design to 100%-Final completion.

      7.1.2. Prepare the 100%-Final Design Phase Opinion of Probable Construction Cost (OPCC)

7.1.3. Submit permit applications for each MHC

7.1.4. QA/QC of 100%-Final Design deliverables and redlines

7.2. Contingency Items

100%-Final Design Phase Task Deliverables:

- 100%-Final Design plans and technical specifications
- Opinion of Probable Construction Cost (OPCC)
- Permit Set plans packages as required by permitting agencies and copies of submitted permit applications for each MHC
- Responses to County review comments
- QA/QC redlines

Task 8 – Permitting

CONSULTANT will conduct pre-application meetings or conferences (when applicable) prepare and make applications (excluding fees), provide anticipated schedule for receiving permits, and provide responses to requests for additional information (RAIs) of regulatory agencies. Permit applications will be submitted for each individual MHC. Permits expected to be required in this project include:

a) FDEP (Florida Department of Environmental Protection) Construction Permit for wastewater collection system.

b) FDEP Environmental Resources Permit (ERP)

c) Municipal Separate Storm Sewer System (MS4) Permit

8. CONSULTANT's responsibilities under Task 8 – Permitting are subdivided into the following subtasks:

8.1. Pre-application meetings – CONSULTANT will plan and conduct pre-application meetings with applicable regulatory agencies. The County will be invited to preapplication meetings. CONSULTANT will prepare agendas and minutes of discussions.

8.2. Draft Permit Applications - CONSULTANT will prepare draft permit applications to be included in the 90% Phase Design package for County review.

8.3. Final Permit Applications - Consultant will prepare and submit applicable permit applications to regulatory agencies including the 100%-Final plans. County will pay all applicable permitting fees.

8.4. Contingency Items – None included

Task 9 – Bid Phase Services

CONSULTANT will assist the County during the Bid Phase of the project, limited to the wastewater collection system, for the County to advertise and procure the project, resulting in the award to the lowest qualified bidder. The County will advertise and award the project as a single contract.

9. CONSULTANT's responsibilities under Task 9 – Bid Phase Services are subdivided into the following subtasks:

    9.1. Review final bid documents to be prepared by the County – CONSULTANT will review the bid package prepared by the County, that will include among other documents, the plans and supplementary technical specifications prepared by CONSULTANT, in addition to County front end documents.

    9.2. Responses to bidder's questions – CONSULTANT will assist the County in responding to bidder's questions and preparing up to three addenda as required.

    9.3. Attend pre-bid meeting – CONSULTANT will attend the pre-bid meeting and provide the County meeting notes.

    9.4. Review bids – CONSULTANT will assist the County review bid proposals and assist in the recommendation of award if required.

    9.5. Contingency Items – None included

ASSUMPTIONS

- The project will be designed and procured utilizing the design, bid and build delivery method. The CONSULTANT's project design approach and deliverables format is integral and has been modified to conform to the required project design schedule.
- The project will be bid, awarded, and constructed under a single construction contract.
- This Scope of Services described herein is inclusive of the design phases and up to the completion of the bid phase, which is considered completed after recommendation of the lowest responsible bidder.
- The County will review deliverables and provide comments to CONSULTANT within a 14-calendar day timeframe. CONSULTANT will incorporate County comments in the subsequent deliverable.
- It is assumed that the proposed wastewater collection system can be designed and accommodated within the streets corridors without major modifications to any existing stormwater system.
- Each MHC will be a separate design and permit submittal package.
- CONSULTANT will identify constraints and access requirements the contractor. The contractor will devise and provide a maintenance of traffic (MOT) plan submittal following County standards.

- The County will incorporate the design of water system improvements (by others) in the final bid / procurement package. Services and design deliverables under this contract do not include the design or integrating deliverables by others.

SERVICES NOT INCLUDED

- Design, permit, or services during construction of other underground utilities replacement or relocations (i.e., cable, telephone, power).
- Redesign or design of new stormwater systems.
- Level 1 or 2 environmental assessments.
- Wetland assessments and environmental resource permitting that are not otherwise and specifically included in the scope of services.
- Construction inspection.
- Engineering Services During the Construction (ESDC) Phase.
- Permanent Utility Easements – after construction is completed, it is expected that as-built information provided by the contractor will be utilized to prepare descriptive sketches and descriptions (describe C/L of new pipes with an offset on each side) for the constructed facilities to be utilized to amend the Blanket Permanent Utility Easements.
- Bid services related to the water system improvements.
- Design of relocations or replacement of County wastewater system components within MHC property boundaries requiring underwater crossings.
- Design of relocations or replacement of County wastewater system components outside the boundaries of the MHCs.
- Major redesign of sanitary system components deviating from the 30% Design Phase concept due to conflicts with the water system design by others.
- Major redesign of sanitary system components deviating from the 30% Design Phase concept due to conflicts with the existing storm sewer system or any other existing utilities.
- Major redesign of any part of the project due to changes in policy or direction duly incorporated in the project after the pre-application meetings, resulting due to comments after permit applications are submitted.
- Design effort for unknown required work to be defined.
- Differing site conditions requiring deviation from predetermined design criteria.
- Design above and beyond County and Regulatory Standards at the time of contract execution.
- Effort to engage in an extended bid process beyond the period identified in the approved project schedule.

- Effort to engage in a second bid process.

Document Path: T:\Shared\Engineering_ProjData\GIS\004237A RESTORE Act\Output\2020-03-04 SHP and PDFs\ArcMap Restore\Restore Mobile Homes Figure 1.mxd

FIGURE 2

FIGURE 3

FIGURE 4

FIGURE 5

FIGURE 6

FIGURE 7

FIGURE 8

FIGURE 9

Pinellas County Utilities

Legend

- Point of Connection
- Mobile Homes Park
- Gravity Main
- Force Main

Prepared by: C.Davis

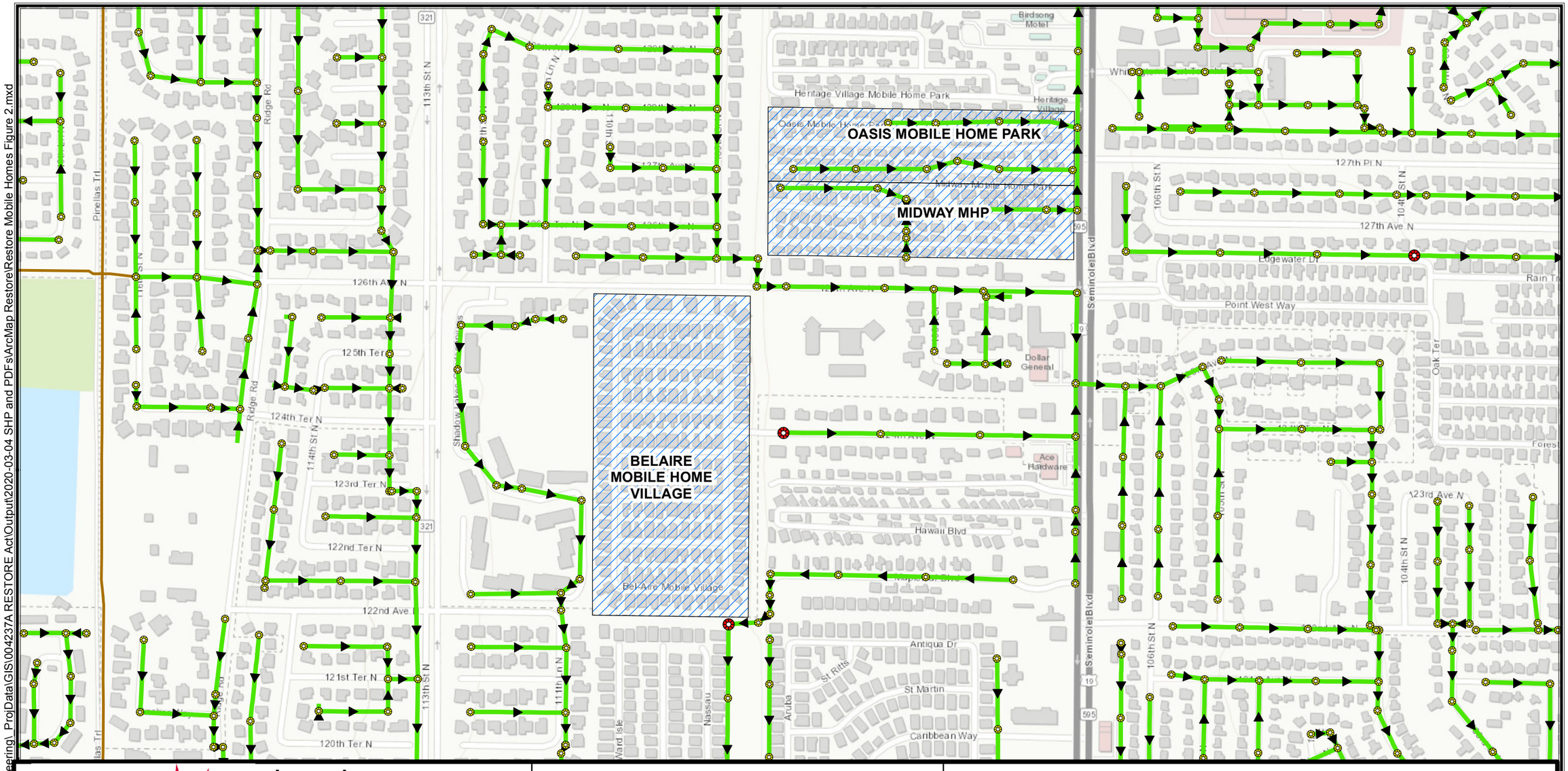
Date Edited: 3/5/2020

Rev.No.1

0 3,350 6,700 13,400 Feet

N W E S

Pinellas County Wastewater Collection System Improvements Mobile Home Parks Figure 1



Document Path: T:\Shared\Engineering_Proj\Data\GIS\004237A RESTORE Act\Output\2020-03-04 SHP and PDFs\ArcMap Restore\Restore Mobile Homes Figure 2.mxd

Pinellas County UTILITIES

Legend

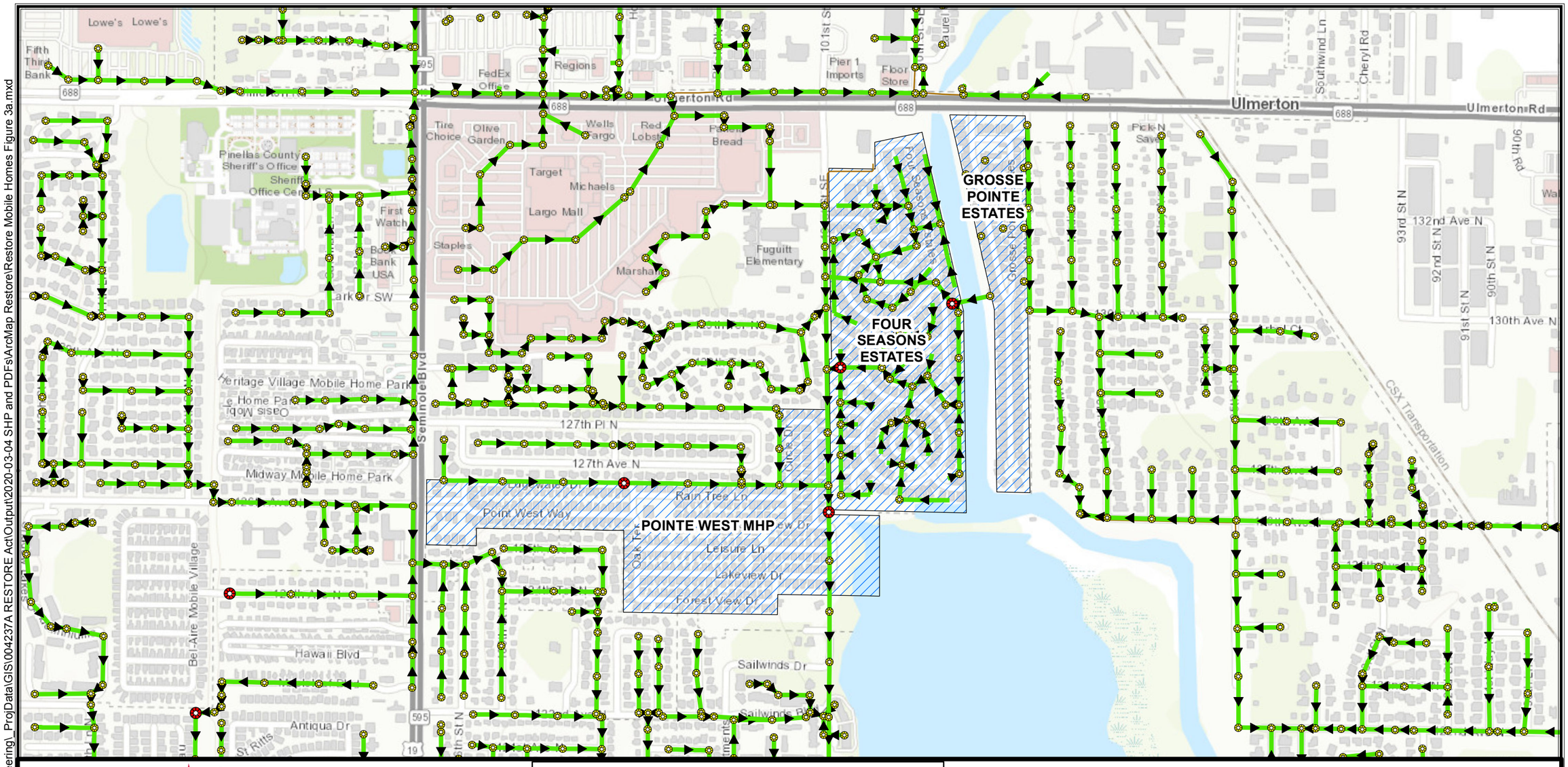
- Point of Connection
- Manhole
- Gravity Main Flow Direction
- Force Main
- Mobile Home Park

Prepared by: C.Davis
Date Edited: 3/9/2020
Rev.No.1

0 325 650 1,300 Feet

N W E S

Pinellas County Wastewater Collection System Improvements Mobile Home Parks Figure 2



Document Path: T:\Shared\Engineering_ProjData\GIS\004237A RESTORE Act\Output\2020-03-04 SHP and PDFs\ArcMap Restore\Restore Mobile Homes Figure 3a.mxd

Legend

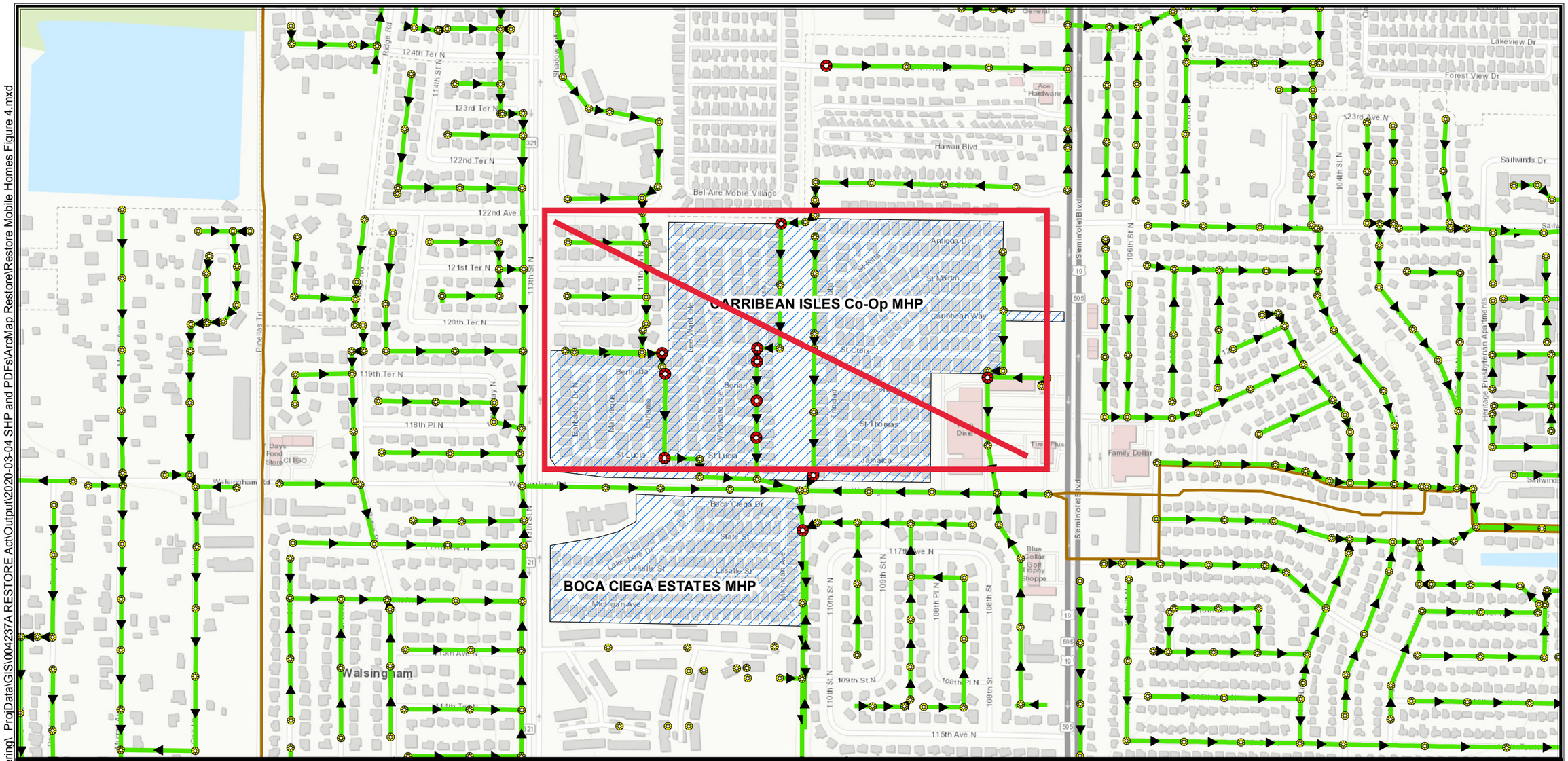
- Point of Connection
- Manhole
- Gravity Main Flow Direction
- Force Main
- Mobile Home Park

Prepared By: C.Davis
Date Edited: 3/5/2020
Rev.No.1

0 500 1,000 2,000 Feet

N W E S

Pinellas County Wastewater Collection System Improvements Mobile Home Parks Figure 3



Document Path: T:\Shared\Engineering_ProjData\GIS\004237A RESTORE Act\Output\2020-03-04 SHP and PDFs\ArcMap Restore\Restore Mobile Homes Figure 4.mxd

Pinellas County UTILITIES

Legend

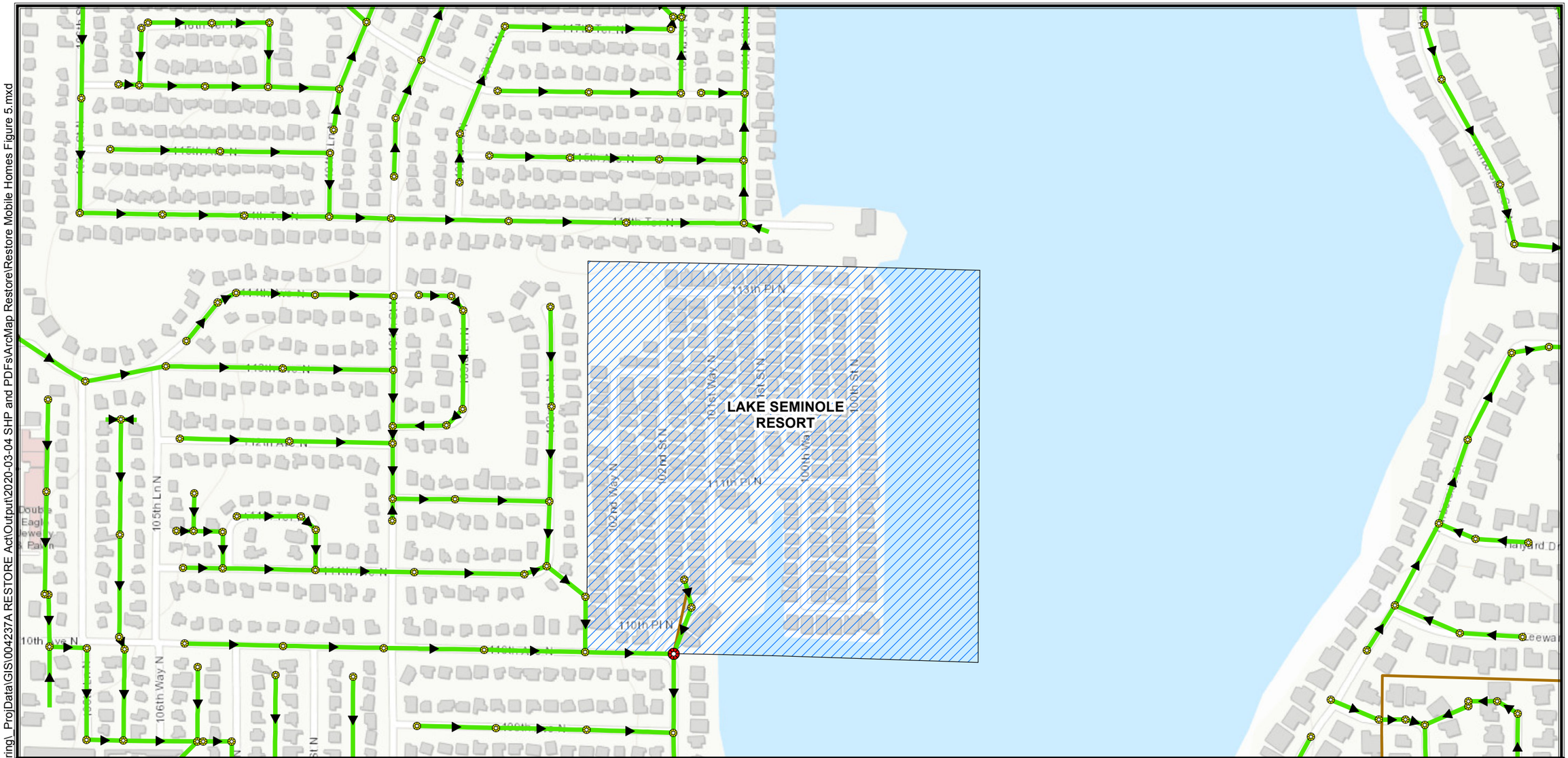
- Point of Connection
- Manhole
- Gravity Main Flow Direction
- Force Main
- Mobile Home Park

Prepared by: C.Davis
Date Edited: 3/5/2020
Rev.No.1

0 395 790 1,580 Feet

N W E S

Pinellas County Wastewater Collection System Improvements Mobile Home Parks Figure 4



Document Path: T:\Shared\Engineering_ProjData\GIS\004237A RESTORE Act\Output\2020-03-04 SHP and PDFs\ArcMap Restore\Restore Mobile Homes Figure 5.mxd

Pinellas County UTILITIES

Legend

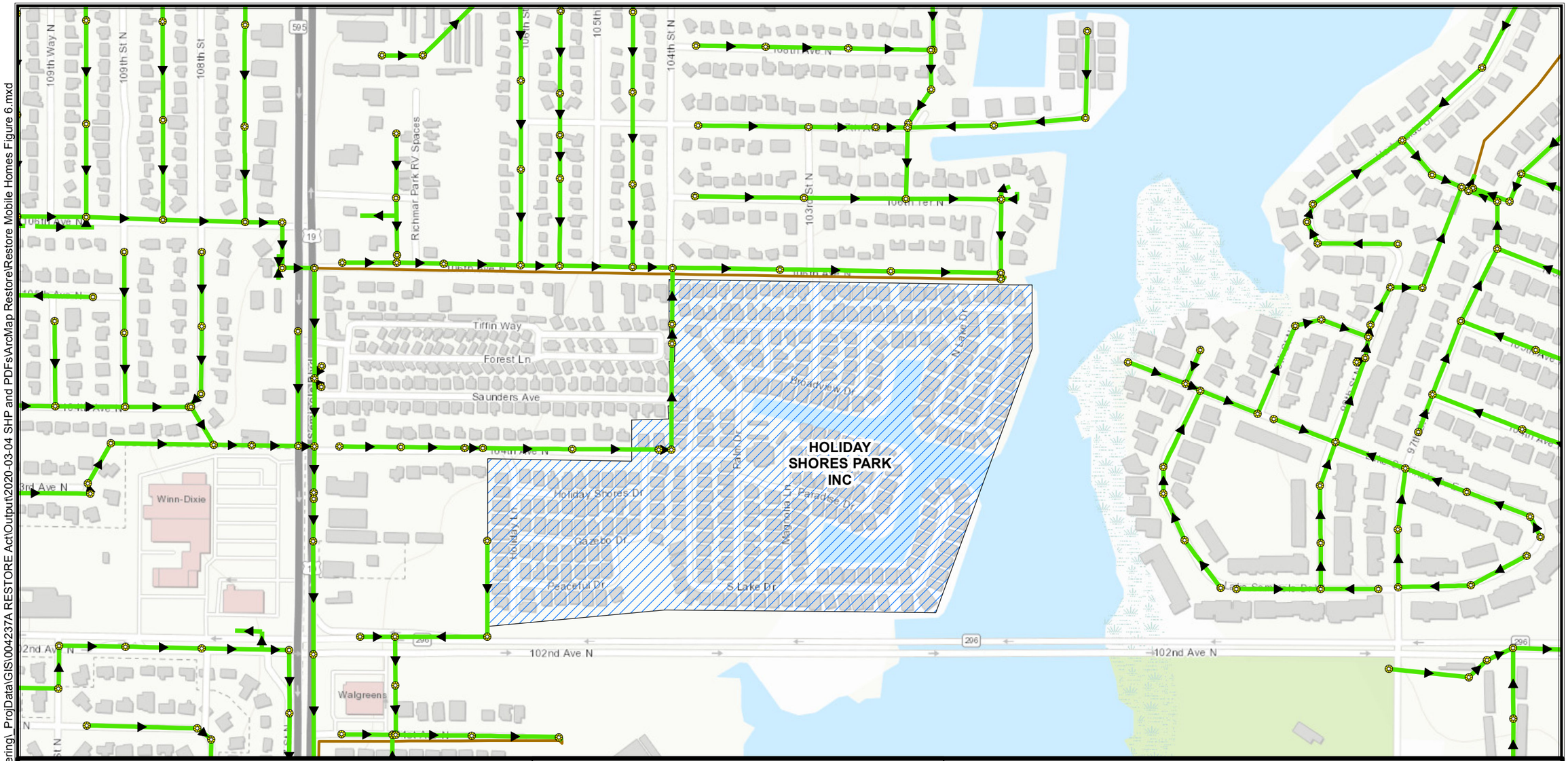
- Point of Connection
- Manhole
- Grvity Main Flow Direction
- Force Main
- Mobile Home Park

Prepared by: C.Davis
Date Edited: 3/9/2020
Rev.No.1

0 275 550 1,100 Feet

N W E S

Pinellas County Wastewater Collection System Improvements Mobile Home Parks Figure 5



Document Path: T:\Shared\Engineering_ProjData\GIS\004237A RESTORE Act\Output\2020-03-04 SHP and PDFs\ArcMap Restore\Restore Mobile Homes Figure 6.mxd

Pinellas County UTILITIES

Legend

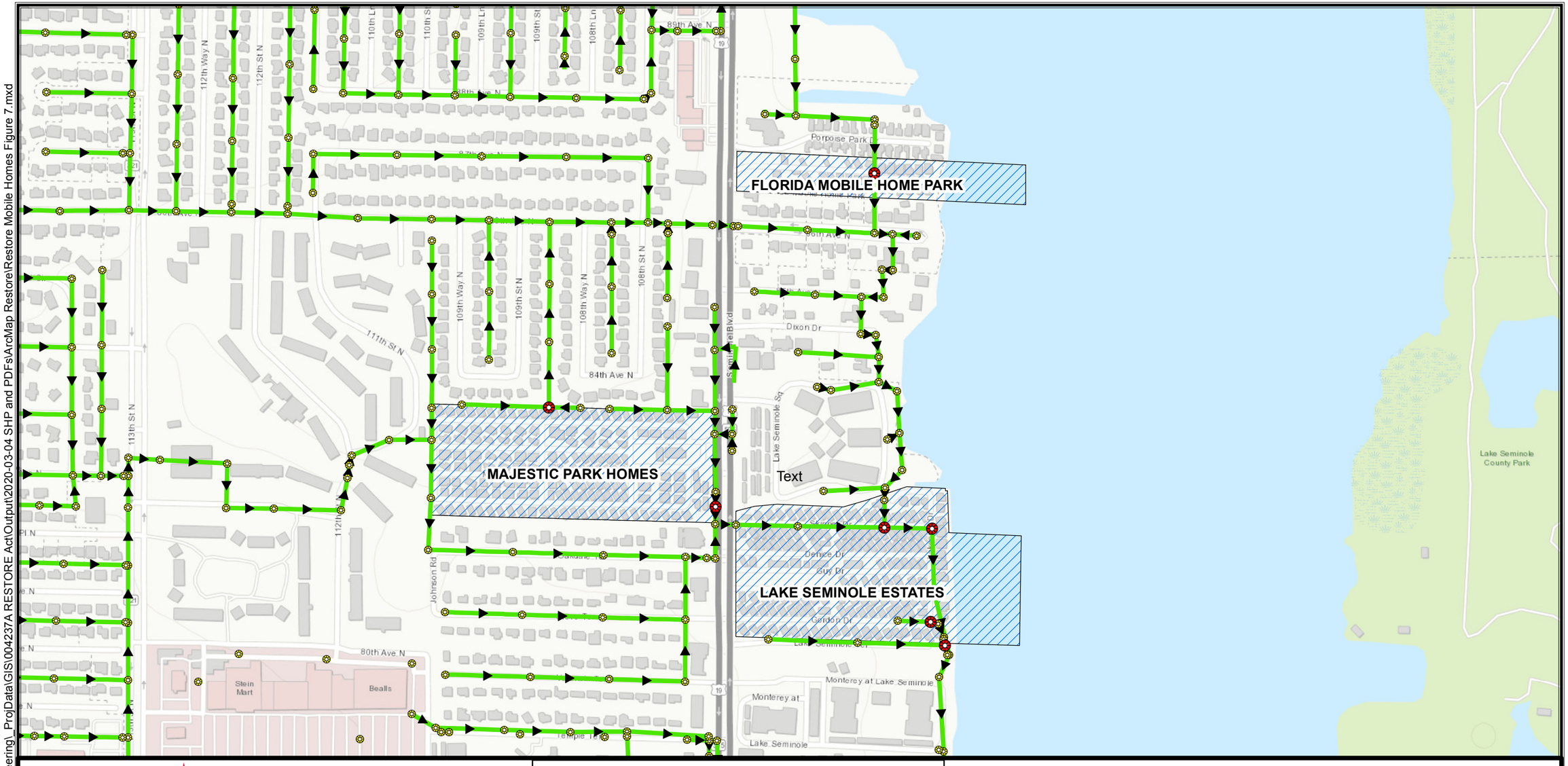
- Point of Connection
- Manhole
- Grvity Main Flow Direction
- Force Main
- Mobile Home Park

Prepared by: C.Davis
Date Edited: 3/5/2020
Rev.No.1

0 295 590 1,180 Feet

N W E S

Pinellas County Wastewater Collection System Improvements Mobile Home Parks Figure 6



Document Path: T:\Shared\Engineering_ProjData\GIS\004237A RESTORE Act\Output\2020-03-04 SHP and PDFs\ArcMap Restore\Restore Mobile Homes Figure 7.mxd

Pinellas County UTILITIES

Legend

- Point of Connection
- Manhole
- Grvity Main Flow Direction
- Force Main
- Mobile Home Park

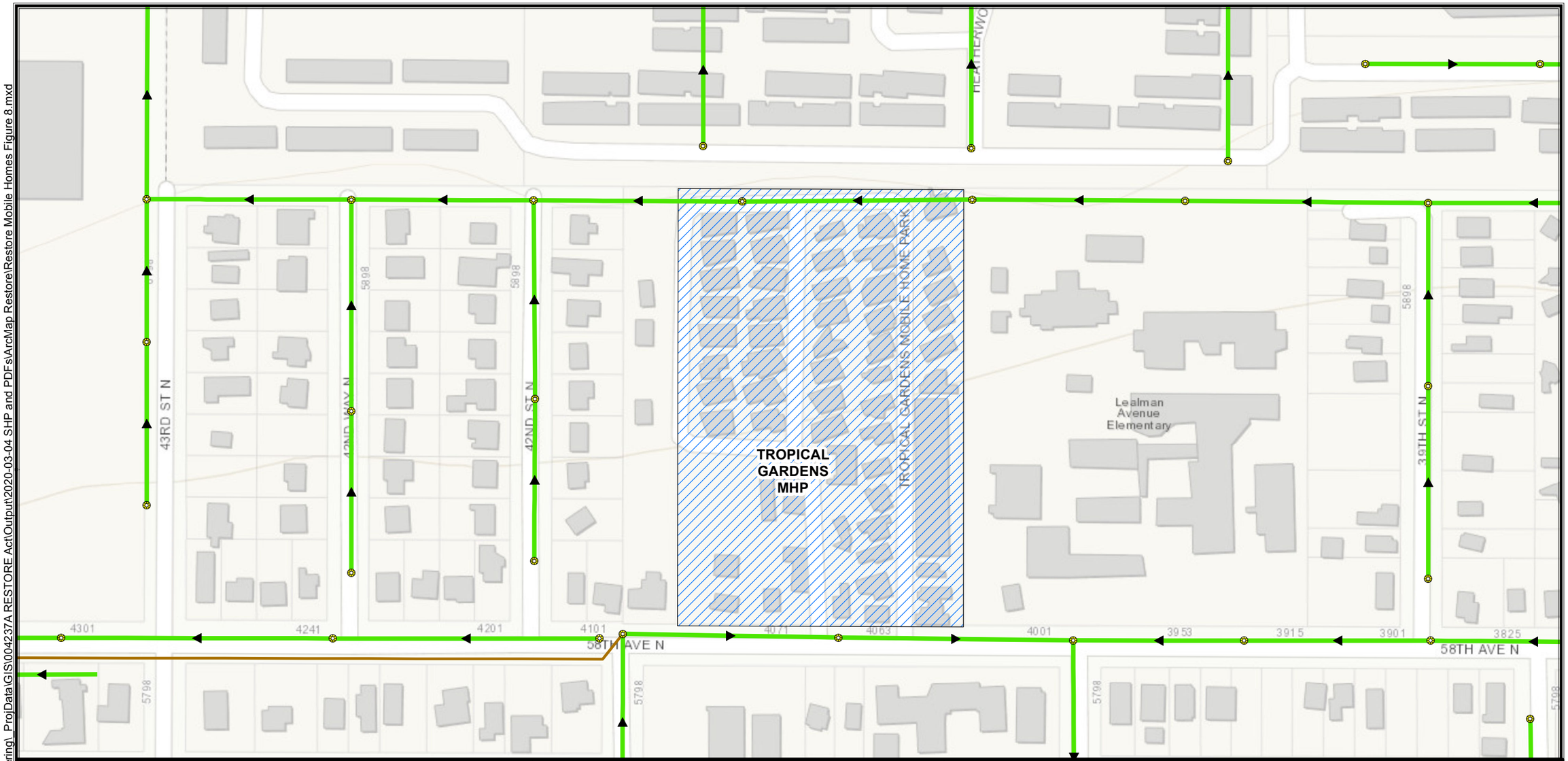
Prepared by: C.Davis
Date Edited: 3/9/2020
Rev.No.1

0 365 730 1,460 Feet

N W E S

Pinellas County Wastewater Collection System Improvements Mobile Home Parks Figure 7

Document Path: T:\Shared\Engineering_ProjData\GIS\0042237A RESTORE Act\Output\2020-03-04 SHP and PDFs\ArcMap Restore\Restore Mobile Homes Figure 8.mxd



Legend

- Point of Connection
- Manhole
- Gravity Main Flow Direction
- Force Main
- Mobile Home Park

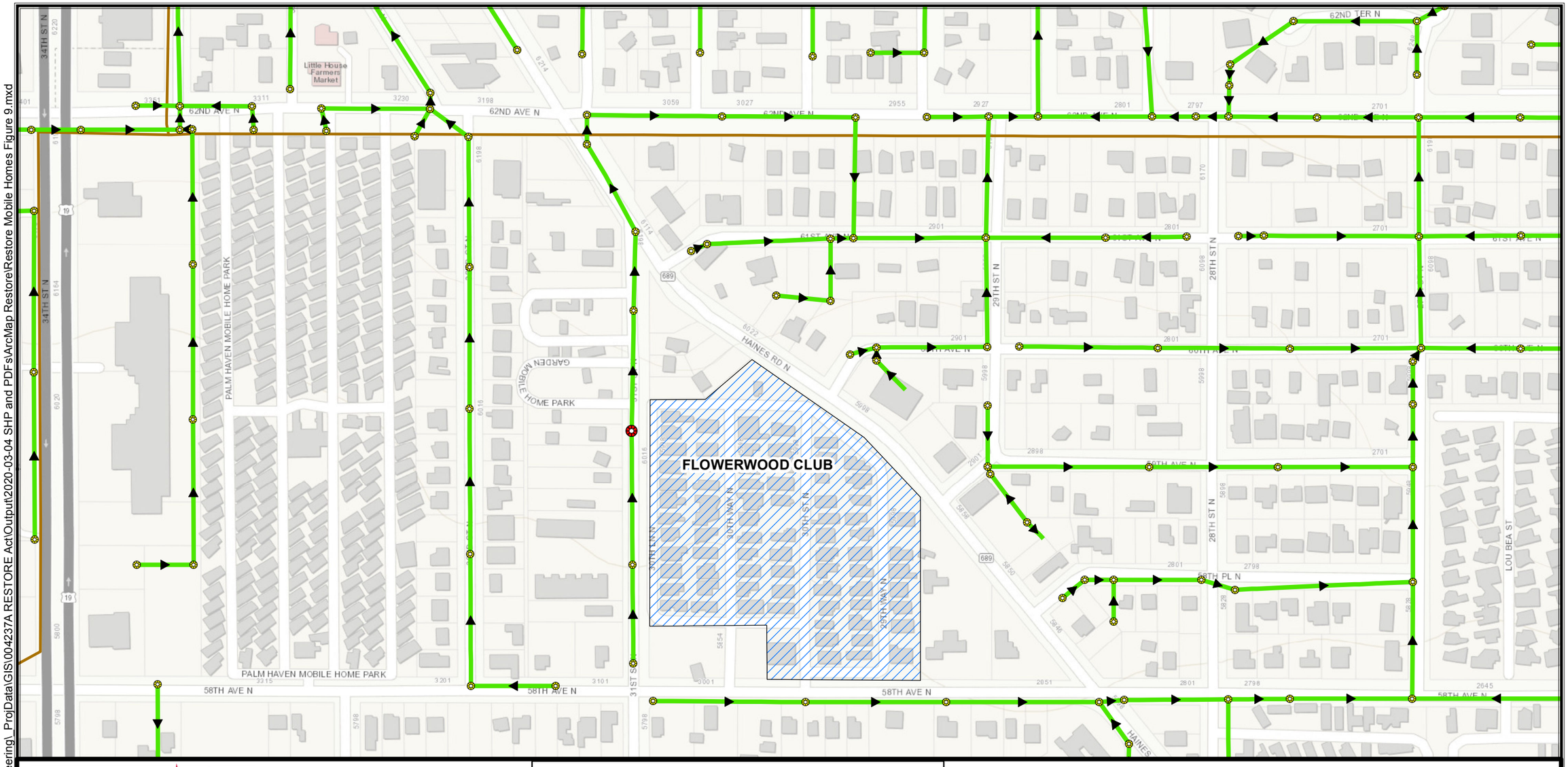
Prepared by: C.Davis
Date Edited: 3/5/2020
Rev.No.1

0 120 240 480 Feet

N W E S

Pinellas County Wastewater Collection System Improvements Mobile Home Parks Figure 8

Document Path: T:\Shared\Engineering_Proj\Data\GIS\004237A RESTORE Act\Output\2020-03-04 SHP and PDFs\ArcMap Restore\Restore Mobile Homes Figure 9.mxd



Legend

- Point of Connection
- Manhole
- Grvity Main Flow Direction
- Force Main
- Mobile Home Park

Prepared by: C.Davis
Date Edited: 3/5/2020
Rev.No.1

0 190 380 760 Feet

N W E S

Pinellas County Wastewater Collection System Improvements Mobile Home Parks Figure 9

EXHIBIT B - RATES

PID 005015A Restore Act
Wastewater Collection System Improvements
Person-Hours Effort and Fee Estimate
10-Jun-22

	WALLER		ECHO							WRIGHT PIERCE									
Classification	Admin	Principal	Proj. Mgr.	Pinc. Surv.	Proj. Surv.	Surv. CADD	SUE Sup.	Desig. Crew 2 Person	Surv. Crew 3 Person	Prin. Eng.	Sen. PM	Lead P. Eng.	QA/QC Eng.	Proj. Eng.	Eng. Training	Se. Tech. Eng.	CADD Des.	GIS Analyst	Admin
Billing Rate	$ 55	$ 185	$ 232	$ 232	$ 143	$ 90	$ 130	$ 196	$ 187	$ 250	$ 215	$ 175	$ 225	$ 150	$ 105	$ 230	$ 125	$ 130	$ 85
1 Project Management																			
1.1 Contract Management										12	120	96							156
1.2 Subconsultant Coordination																			
1.3 Project Management Meetings											18	24	6	12	12	12	12		
1.4 Restore Act Coordination	4	150																	
1.5 Contingency																			
2 Public Outreach																			
2.1 Stakeholder Data Management																			
2.2 Project Information Contacts																			
2.3 Project Website																			
2.4 Project Collateral																			
2.5 MHC Community Meetings											18	18			12		6		
2.6 Public Information and Outreach Activities																			
2.7 Project Outreach Summary Report																			
2.8 Contingency																			
3 Water System Third Party Coordination																			
3.1 Provide field studies																			
3.2 Answer questions and coordination											12	12					12		
4 Quality Control / Quality Assurance																			
4.1 Quality Control Procedure																			
4.2 QA/QC Management																			
5 30% Design Phase (Tasks 5.1 to 5.7)																			
5.1 Project Kick Off Workshop											6	6			6				
5.2 Data investigation and review											18	24			36				12
5.3 Land Survey			124	38	202	398	59	370	575			6					12		
5.4 Subsurface Utilities Engineering (SUE)											12	24			12		12		6
5.5 Condition Assessment Evaluations																			
5.6 Geotechnical Engineering											6	6				6	6		
5.7 Seal Level Rise Analysis																			
5.8 30% Engineering Design																			
30% Design Technical Memoranda											18	120	12	108	96		6		48
30% Design plans											12	48		24	48		48		
Opinion of Probable Construction Costs																			
Design workshop and coordination											12	12			12				6
QA/QC													12						
5.9 Contingency																			
6 90% Design Phase																			
6.1 90% Engineering Design																			
90% Plans and Specifications											88	267		363	180	77	436		110
Opinion of Probable Construction Costs																			
Design workshop and coordination											16	16		14					16
QA/QC													62						
Contingency																			
7 100% Final Design Phase																			
7.1 100% Final Engineering Design																			
100% Final Plans and Specifications											21	37		42	44	9	94		32
Opinion of Probable Construction Costs																			
QA/QC													17						
7.2 Contingency																			
8 Permitting																			
8.1 Pre-application meetings at 30% Design											6	6		12					
8.2 Draft permit applications at 90% Design												6		12					6
8.3 Final permit applications at 100% Design											6	6	6	6					6
8.4 Contingency																			
9 Bid Phase Services																			
9.1 Review final bid documents																			
9.2 Responses to bidder's questions											12	18			6		6		6
9.3 Attend Pre-bid meeting																			
9.4 Review bids																			
9.5 Contingency																			

PID 005015A Restore Act

Wastewater Collection System Improvements

Person-Hours Effort and Fee Estimate

10-Jun-22

	VALERIN					AREHNA																		
Classification	P.M.	Outreach Specialist	Gr.Designer	Multimedia Spec	REIMB. EXP.	Principal Eng	Senior Eng	Engineer	Eng Int	Sen. Sesigner	Sen. Eng. Tech.	Eng Tech	Clerical	211 Asph. Coring	418 Geo Drill	440 Geo Grout	478 GEO SPT	514 Geo Truck	603 Mob Asph. Core	811 Soils LL	812 Soils 200 (Finer)	817 Soil Moist	826 Soils Plastic
Billing Rate	$ 138	$ 135	$ 122	$ 127		$ 214	$ 168	$ 115	$ 95	$ 101	$ 82	$ 57	$ 57	$ 160	$ 175	$ 6	$ 14.75	$ 500	$ 360	$ 60	$ 50	$ 16	$ 70
1 Project Management																							
1.1 Contract Management	24	18																					
1.2 Subconsultant Coordination																							
1.3 Project Management Meetings																							
1.4 Restore Act Coordination																							
1.5 Contingency																							
2 Public Outreach																							
2.1 Stakeholder Data Management	14	14		14																			
2.2 Project Information Contacts				14																			
2.3 Project Website	8	12		64																			
2.4 Project Collateral	41	42	28	14	$ -																		
2.5 MHC Community Meetings	28	136																					
2.6 Public Information and Outreach Activities	14	28	14																				
2.7 Project Outreach Summary Report	14	14	8																				
2.8 Contingency																							
3 Water System Third Party Coordination																							
3.1 Provide field studies																							
3.2 Answer questions and coordination																							
4 Quality Control / Quality Assurance																							
4.1 Quality Control Procedure																							
4.2 QA/QC Management																							
5 30% Design Phase (Tasks 5.1 to 5.7)																							
5.1 Project Kick Off Workshop																							
5.2 Data investigation and review																							
5.3 Land Survey																							
5.4 Subsurface Utilities Engineering (SUE)																							
5.5 Condition Assessment Evaluations																							
5.6 Geotechnical Engineering							11	6	44	12	10	26	1	68	8	885	885	1	1	5	36	36	5
5.7 Seal Level Rise Analysis																							
5.8 30% Engineering Design																							
30% Design Technical Memoranda																							
30% Design plans																							
Opinion of Probable Construction Costs																							
Design workshop and coordination																							
QA/QC																							
5.9 Contingency																							
6 90% Design Phase																							
6.1 90% Engineering Design																							
90% Plans and Specifications																							
Opinion of Probable Construction Costs																							
Design workshop and coordination																							
QA/QC																							
Contingency																							
7 100% Final Design Phase																							
7.1 100% Final Engineering Design																							
100% Final Plans and Specifications																							
Opinion of Probable Construction Costs																							
QA/QC																							
7.2 Contingency																							
8 Permitting																							
8.1 Pre-application meetings at 30% Design																							
8.2 Draft permit applications at 90% Design																							
8.3 Final permit applications at 100% Design																							
8.4 Contingency																							
9 Bid Phase Services																							
9.1 Review final bid documents																							
9.2 Responses to bidder's questions																							
9.3 Attend Pre-bid meeting																							
9.4 Review bids																							
9.5 Contingency																							

PID 005015A Restore Act

Wastewater Collection System Improvements

Person-Hours Effort and Fee Estimate

10-Jun-22

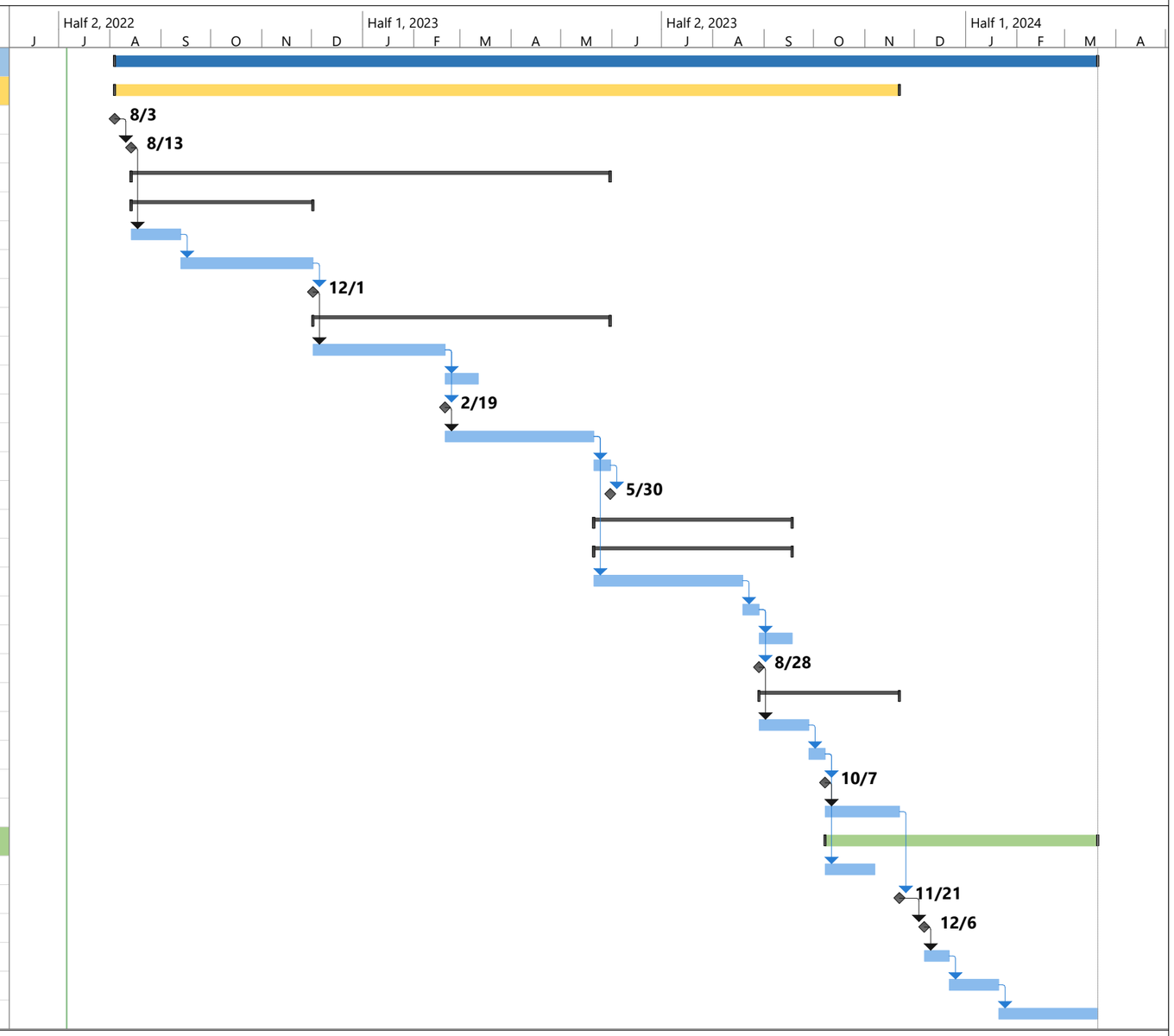
Classification / Billing Rate	TOTAL PROJECT COST	TOTAL PROJECT HOURS	HALFF Consulting COST	HALFF Consulting HOURS	HALFF Survey COST	HALFF Survey HOURS	VEBS COST	VEBS HOURS	WALLER COST	WALLER HOURS	ECHO COST	ECHO HOURS	WRIGHT PIERCE COST	WRIGHT PIERCE HOURS	VALERIN COST	VALERIN HOURS	AREHNA COST	AREHNA HOURS
1 Project Management	**$ 227,131**		**$ 68,024**		**$ -**		**$ 49,795**		**$ 27,970**		**$ -**		**$ 75,600**		**$ 5,742**		**$ -**	
1.1 Contract Management	**$ 121,022**	**748**	$ 23,670	138	$ -		$ 32,750	184	$ -		$ -		$ 58,860	384	$ 5,742	42	$ -	
1.2 Subconsultant Coordination	**$ 19,460**	**100**	$ 19,460	100	$ -		$ -		$ -		$ -		$ -		$ -		$ -	
1.3 Project Management Meetings	**$ 57,779**	**309**	$ 23,994	142	$ -		$ 17,045	71	$ -		$ -		$ 16,740	96	$ -		$ -	
1.4 Restore Act Coordination	**$ 28,870**	**158**	$ 900	4	$ -		$ -		$ 27,970	154	$ -		$ -		$ -		$ -	
1.5 Contingency	**$ -**		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	
2 Public Outreach	**$ 110,175**		**$ 15,216**		**$ -**		**$ 16,760**		**$ -**		**$ -**		**$ 9,030**		**$ 69,169**		**$ -**	
2.1 Stakeholder Data Management	**$ 5,600**	**42**	$ -		$ -		$ -		$ -		$ -		$ -		$ 5,600	42	$ -	
2.2 Project Information Contacts	**$ 1,778**	**14**	$ -		$ -		$ -		$ -		$ -		$ -		$ 1,778	14	$ -	
2.3 Project Website	**$ 10,852**	**84**	$ -		$ -		$ -		$ -		$ -		$ -		$ 10,852	84	$ -	
2.4 Project Collateral	**$ 25,128**	**177**	$ 2,040	20	$ -		$ 6,580	32	$ -		$ -		$ -		$ 16,508	125	$ -	
2.5 MHC Community Meetings	**$ 54,610**	**349**	$ 13,176	82	$ -		$ 10,180	49	$ -		$ -		$ 9,030	54	$ 22,224	164	$ -	
2.6 Public Information and Outreach Activities	**$ 7,413**	**56**	$ -		$ -		$ -		$ -		$ -		$ -		$ 7,413	56	$ -	
2.7 Project Outreach Summary Report	**$ 4,794**	**36**	$ -		$ -		$ -		$ -		$ -		$ -		$ 4,794	36	$ -	
2.8 Contingency	**$ -**		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	
3 Water System Third Party Coordination	**$ 11,080**		**$ -**		**$ -**		**$ 4,900**		**$ -**		**$ -**		**$ 6,180**		**$ -**		**$ -**	
3.1 Provide field studies	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	
3.2 Answer questions and coordination	**$ 11,080**	**65**	$ -		$ -		$ 4,900	29	$ -		$ -		$ 6,180	36	$ -		$ -	
4 Quality Control / Quality Assurance	**$ 11,580**		**$ 6,060**		**$ -**		**$ 5,520**		**$ -**		**$ -**		**$ -**		**$ -**		**$ -**	
4.1 Quality Control Procedure	**$ 5,740**	**38**	$ 2,020	12	$ -		$ 3,720	26	$ -		$ -		$ -		$ -		$ -	
4.2 QA/QC Management	**$ 5,840**	**34**	$ 4,040	24	$ -		$ 1,800	10	$ -		$ -		$ -		$ -		$ -	
5 30% Design Phase (Tasks 5.1 to 5.7)	**$ 606,486**		**$ 17,067**		**$ 173,715**		**$ 47,970**		**$ -**		**$ 290,005**		**$ 32,910**		**$ -**		**$ 44,818.75**	
5.1 Project Kick Off Workshop	**$ 12,153**	**65**	$ 2,698	14	$ -		$ 6,485	33	$ -		$ -		$ 2,970	18	$ -		$ -	
5.2 Data investigation and review	**$ 34,080**	**221**	$ 5,630	34	$ -		$ 15,580	97	$ -		$ -		$ 12,870	90	$ -		$ -	
5.3 Land Survey	**$ 471,091**	**3172**	$ 1,611	17	$ 173,715	1351	$ 3,210	20	$ -		$ 290,005	1766	$ 2,550	18	$ -		$ -	
5.4 Subsurface Utilities Engineering (SUE)	**$ 10,611**	**69**	$ 561	3	$ -		$ -		$ -		$ -		$ 10,050	66	$ -		$ -	
5.5 Condition Assessment Evaluations	**$ 18,995**	**112**	$ -		$ -		$ 18,995	112	$ -		$ -		$ -		$ -		$ -	
5.6 Geotechnical Engineering	**$ 53,550**	**2089**	$ 561	3	$ -		$ 3,700	22	$ -		$ -		$ 4,470	24	$ -		$ 44,818.75	2040
5.7 Seal Level Rise Analysis	**$ 6,006**	**34**	$ 6,006	34	$ -		$ -						$ -					
5.8 30% Engineering Design	**$ 333,237**		**$ 151,712**		**$ -**		**$ 88,075**		**$ -**		**$ -**		**$ 93,450**		**$ -**		**$ -**	
30% Design Technical Memoranda	**$ 134,936**	**892**	$ 39,561	267	$ -		$ 36,695	217	$ -		$ -		$ 58,680	408	$ -		$ -	
30% Design plans	**$ 143,265**	**1013**	$ 83,830	614	$ -		$ 33,815	219	$ -		$ -		$ 25,620	180	$ -		$ -	
Opinion of Probable Construction Costs	**$ 15,570**	**90**	$ 10,960	64	$ -		$ 4,610	26	$ -		$ -		$ -		$ -		$ -	
Design workshop and coordination	**$ 15,890**	**94**	$ 4,800	28	$ -		$ 4,640	24	$ -		$ -		$ 6,450	42	$ -		$ -	
QA/QC	**$ 23,576**	**140**	$ 12,561	87	$ -		$ 8,315	41	$ -		$ -		$ 2,700	12	$ -		$ -	
5.9 Contingency	**$ -**		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	
6 90% Design Phase																		
6.1 90% Engineering Design	**$ 540,562**		**$ 133,322**		**$ -**		**$ 163,035**		**$ -**		**$ -**		**$ 244,205**		**$ -**		**$ -**	
90% Plans and Specifications	**$ 441,635**	**3006**	$ 79,560	564	$ -		$ 141,520	921	$ -		$ -		$ 220,555	1521	$ -		$ -	
Opinion of Probable Construction Costs	**$ 27,690**	**183**	$ 21,360	144	$ -		$ 6,330	39	$ -		$ -		$ -		$ -		$ -	
Design workshop and coordination	**$ 19,710**	**120**	$ 5,370	34	$ -		$ 4,640	24	$ -		$ -		$ 9,700	62	$ -		$ -	
QA/QC	**$ 51,527**	**259**	$ 27,032	146	$ -		$ 10,545	51	$ -		$ -		$ 13,950	62	$ -		$ -	
Contingency	**$ -**		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	
7 100% Final Design Phase																		
7.1 100% Final Engineering Design	**$ 141,846**		**$ 44,501**		**$ -**		**$ 55,070**		**$ -**		**$ -**		**$ 42,275**		**$ -**		**$ -**	
100% Final Plans and Specifications	**$ 105,839**	**722**	$ 24,314	166	$ -		$ 43,075	277	$ -		$ -		$ 38,450	279	$ -		$ -	
Opinion of Probable Construction Costs	**$ 13,917**	**86**	$ 9,542	58	$ -		$ 4,375	28	$ -		$ -		$ -		$ -		$ -	
QA/QC	**$ 22,090**	**107**	$ 10,645	57	$ -		$ 7,620	33	$ -		$ -		$ 3,825	17	$ -		$ -	
7.2 Contingency	**$ -**		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	
8 Permitting	**$ 43,046**		**$ 10,506**		**$ -**		**$ 19,940**		**$ -**		**$ -**		**$ 12,600**		**$ -**		**$ -**	
8.1 Pre-application meetings at 30% Design	**$ 9,953**	**55**	$ 2,548	12	$ -		$ 3,265	19	$ -		$ -		$ 4,140	24	$ -		$ -	
8.2 Draft permit applications at 90% Design	**$ 17,324**	**110**	$ 3,529	18	$ -		$ 10,435	68	$ -		$ -		$ 3,360	24	$ -		$ -	
8.3 Final permit applications at 100% Design	**$ 15,769**	**94**	$ 4,429	22	$ -		$ 6,240	42	$ -		$ -		$ 5,100	30	$ -		$ -	
8.4 Contingency	**$ -**		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	
9 Bid Phase Services	**$ 24,310**		**$ 11,980**		**$ -**		**$ 4,710**		**$ -**		**$ -**		**$ 7,620**		**$ -**		**$ -**	
9.1 Review final bid documents	**$ 4,196**	**20**	$ 4,196	20	$ -		$ -		$ -		$ -		$ -		$ -		$ -	
9.2 Responses to bidder's questions	**$ 15,322**	**91**	$ 2,992	16	$ -		$ 4,710	27	$ -		$ -		$ 7,620	48	$ -		$ -	
9.3 Attend Pre-bid meeting	**$ 900**	**4**	$ 900	4	$ -		$ -		$ -		$ -		$ -		$ -		$ -	
9.4 Review bids	**$ 3,892**	**20**	$ 3,892	20	$ -		$ -		$ -		$ -		$ -		$ -		$ -	
9.5 Contingency	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	
	$ 2,049,452.75	**15,078**	**$ 458,388**	2,968	**$ 173,715**	1,351	**$ 455,775**	2,741	**$ 27,970**	154	**$ 290,005**	1,766	**$ 523,870**	3,495	**$ 74,911**	563	**$ 44,818.75**	2,040

Restore Act Wastewater Collection Systems Improvements

Project Schedule Template

NOTE: This schedule depicts the project proposed workflow and distribution of the contract time. Specific dates and other adjustments will be provided upon contract awarding and discussion with the County. UPDATED 7-6-22.

ID	Task Name	Duration	Start	Finish
1	**Pinellas MHC Project Delivery Schedule**	**595 days**	**Wed 8/3/22**	**Wed 3/20/24**
2	**DESIGN PHASE**	**475 days**	**Wed 8/3/22**	**Tue 11/21/23**
3	Notice to Proceed	0 days	Wed 8/3/22	Wed 8/3/22
4	PM Kick off meeting	0 days	Sat 8/13/22	Sat 8/13/22
5	**30% DESIGN PHASE**	**290 days**	**Sun 8/14/22**	**Tue 5/30/23**
6	**Data review / Field Studies**	**110 days**	**Sun 8/14/22**	**Thu 12/1/22**
7	Data investigation and review	30 days	Sun 8/14/22	Mon 9/12/22
8	Field Investigations	80 days	Tue 9/13/22	Thu 12/1/22
9	Sea Level Rise Workshop	0 days	Thu 12/1/22	Thu 12/1/22
10	**30% Engineering Design**	**180 days**	**Fri 12/2/22**	**Tue 5/30/23**
11	30% Engineering Technical Memoranda	80 days	Fri 12/2/22	Sun 2/19/23
12	Public Outreach Meetings	20 days	Mon 2/20/23	Sat 3/11/23
13	Regulatory Pre-app meetings	0 days	Sun 2/19/23	Sun 2/19/23
14	30% Design Plans & OPCC	90 days	Mon 2/20/23	Sat 5/20/23
15	County Review	10 days	Sun 5/21/23	Tue 5/30/23
16	30% Design review workshop	0 days	Tue 5/30/23	Tue 5/30/23
17	**90% DESIGN PHASE**	**120 days**	**Sun 5/21/23**	**Sun 9/17/23**
18	**90% Engineering Design**	**120 days**	**Sun 5/21/23**	**Sun 9/17/23**
19	90% Plans, Specifications, Draft Permits and OPCC	90 days	Sun 5/21/23	Fri 8/18/23
20	County Review	10 days	Sat 8/19/23	Mon 8/28/23
21	Public Outreach Meetings	20 days	Tue 8/29/23	Sun 9/17/23
22	90% Design review workshop	0 days	Mon 8/28/23	Mon 8/28/23
23	**100% FINAL DESIGN PHASE**	**85 days**	**Tue 8/29/23**	**Tue 11/21/23**
24	100% Final plans, Specifications and OPCC	30 days	Tue 8/29/23	Wed 9/27/23
25	County Review	10 days	Thu 9/28/23	Sat 10/7/23
26	Submit Permit Applications	0 days	Sat 10/7/23	Sat 10/7/23
27	Permitting Process/Approval	45 days	Sun 10/8/23	Tue 11/21/23
28	**BID PHASE**	**165 days**	**Sun 10/8/23**	**Wed 3/20/24**
29	Review/Prepare Bid Documents	30 days	Sun 10/8/23	Mon 11/6/23
30	Bid Advertisement	0 days	Tue 11/21/23	Tue 11/21/23
31	Pre-bid meeting	0 days	Wed 12/6/23	Wed 12/6/23
32	Responses to bidder's and addenda	15 days	Thu 12/7/23	Thu 12/21/23
33	Contractors Response Period	30 days	Fri 12/22/23	Sat 1/20/24
34	County Review and Bid Award	60 days	Sun 1/21/24	Wed 3/20/24



Project: Pinellas MHC DBB Sche
Date: Wed 7/6/22

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

EXHIBIT C – INSURANCE REQUIREMENTS

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

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

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

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

   A. Submittals should include the Consultant's current Certificate(s) of Insurance. If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
   Upon selection of Consultant for award, the selected Consultant shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.

   B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

   C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date.

EXHIBIT C – INSURANCE REQUIREMENTS

d) 1) The Consultant shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Consultant of this requirement to provide notice.

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

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

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

1) Require each subconsultant to be bound to the Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subconsultant;

2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract;

3) Provide that County will be an additional indemnified party of the subcontract;

4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subconsultant except workers compensation and professional liability;

5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;

6) Assign all warranties directly to the County;

7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subconsultant, prior to the execution of the subcontract, copies of the Contract Documents to which the subconsultant will be bound by this Section C and identify to the subconsultant any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

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

1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.

3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

4) All policies shall be written on a primary, non-contributory basis.

EXHIBIT C – INSURANCE REQUIREMENTS

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

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

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

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

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

Limits

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

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

Limits

Each Occurrence or Claim	$ 5,000,000
General Aggregate	$ 5,000,000

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

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

EXHIBIT C – INSURANCE REQUIREMENTS

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits

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

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

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

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

EXHIBIT D

The Federal Contract Provisions

United States of the Treasury-CFDA 87.052 – Gulf Coast Ecosystem Restoration Council
Oil Spill Impact Program

The services performed by the awarded Consultant/Contractor, Contractor or subcontractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document in the completion of the activity, program or project.

It shall be the awarded Consultant, Contractor or subcontractor's responsibility to acquire and utilize the guidelines that apply to the work required to complete this project. The Consultant, Contractor, or subcontractor will insert these contract provisions in each contract/sub-agreement. Consultant/Contractor is responsible for compliance with these contract provisions.

The County must comply, and require each of its Consultants/Contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

501(c)(4) Entities. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.),* prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. County shall ensure that its Consultant/Contractors and subconsultants comply with this requirement.

Administrative, Contractual, or Legal Remedies: Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative (as defined in 31 C.F.R. § 34.2), contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Administrative cost do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414.

> Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual Agreement as to the settlement and resolution of the dispute with Consultant/Contractor. Should a mutual Agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant/Contractor. The decision shall be final and conclusive.

Affirmative Action: In accordance with 2 C.F.R. § 200.321, the Consultant/Contractor and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant/Contractor agrees to use affirmative steps, and to require its subcontractors and sub-Consultants to utilize affirmative

steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum 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; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

(7) As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Consultant/Contractor shall document its efforts made to comply with the requirements of this paragraph. The Consultant/Contractor shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352): Consultant/Contractors that apply or bid for an award exceeding $100,000 must file the required certification. 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. The Consultant/Contractor shall certify compliance.

Consultant/Contractors must certify it will not and has not used Federal appropriated funds that have been paid or will be paid, by or to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The certification includes any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Compliance with Laws: The Consultant/Contractor shall comply with all applicable federal, state and local laws, rules, and regulations, and Consortium policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this

Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation of the Gulf Consortium, shall not excuse Consultant/Contractor from compliance with same to the extent such law, regulation, or policy is applicable to Consultant/Contractor's performance of the Project. The Consultant/Contractor further agrees to include this provision in all subcontracts entered into under this Agreement.

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 Consultant/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.

Copeland Anti Kick Back Act: Consultant/Contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. County and its Consultant/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.

Copyright, Patent, and Trademark: The RESTORE Council and the Consortium reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and Consortium purposes: (a) The copyright in any work developed under this Award, including pursuant to any sub-award or subcontract. (b) Any right or copyright to which a Consultant/Contractor, sub-Contractor, or a contractor purchases ownership with funds pursuant to this Award. (c) All patent rights, copyrights and data rights must be in accordance with 2 C.F.R.§200.315 and 37 C.F.R. Part 401, as applicable.

Davis-Bacon Act: If applicable, the Consultant/Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its Consultant/Contractors performing work under this Agreement to adhere to same. Consultant/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, Consultant/Contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The County shall must report all suspected or reported violations of the Davis-Bacon Act to the Consortium.

Debarment and Suspension (Executive Orders 12549 and 12689): In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Consultant/Contractor agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Consultant/Contractor shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by the RESTORE Council to the Consortium. The Consultant/Contractor is responsible for reviewing the status of all proposed subcontractors and sub-

awardees in the System for Award Management (SAM) at https://sam.gov/SAM/ before entering into any subcontract or sub-award under this Agreement. The Consultant/Contractor shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed to support the Consultant/Contractor's work under this Agreement.

Disclaimer Provisions: The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual Agreement as to the settlement and resolution of the dispute with Consultant/Contractor. Should a mutual Agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant/Contractor. The decision shall be final and conclusive.

Drug Free Workplace Requirements: All Consultant/Contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the County to take certain actions to provide a drug-free workplace.

Energy Policy and Conservation Act (43 U.S.C. §6201): Consultant/Contractor shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

Environmental Compliance: In performing under this Agreement, Consultant/Contractor shall comply with all of the federal environmental standards and provide information requested by Treasury relating to compliance including but not limited to the following federal statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)

2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)

3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801

4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)

5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)

7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)

9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")

10. Executive Order 13112 ("Invasive Species")

11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)

12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)

13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)

14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)

15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16. The Comprehensive Environmental Response, Compensation and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors 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 $1 0,000; 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.

Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246,

"Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1. The Consultant/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant/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, sexual orientation, gender identity, 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 Consultant/Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Consultant/Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant/Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Consultant/Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant/Contractor's legal duty to furnish information.

4. The Consultant/Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant/Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

8. The Consultant/Contractor shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order 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 sub-Contractor or vendor. The Consultant/Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided however, that in the event the Consultant/Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction, the Consultant/Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Federal Changes: Consultant/Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

Federal Non-Discrimination Provisions: No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The Consultant/Contractor is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all contracts/subcontracts contain these nondiscrimination requirements. Consultant/Contractor shall comply with all of the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)

2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)

3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)

4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)

5. Revised ADA Standards for Accessible Design for Construction Awards

   a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)

   b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)

6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)

7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)

8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)

9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"

10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

Gratuities and Kickbacks: It shall be unethical for any person to offer, give, or agree to give any Consortium Board Member, Consultant/Contractor or their employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

It shall be unethical for any person to offer, give, or agree to give any Consortium Board Member, Consultant/Contractor or their employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.

Lobbying Prohibition and Conflict of Interest: The Consultant/Contractor agrees to comply with, and include in subcontracts, the following provisions:

1. The Consultant/Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant/Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. The Consultant/Contractor certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

3. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Consultant/Contractor is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

4. If this Agreement is for more than $100,000, and if any funds other than federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the Consultant/Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

5. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

6. Conflict of Interest: The Consultant/Contractor shall comply with Section III. C., of the Florida State Expenditure Plan (FSEP) entitled "Conflict of Interest" in its performance of this Agreement.

The Consultant/Contractor shall not employ or retain any person or entity with a financial interest in the Project. The Consultant/Contractor shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, Consultant/Contractor, officer, or elected or appointed official of the Consultant/Contractor who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties. The Consultant/Contractor must disclose in writing any potential conflict of interest to the Consortium immediately upon becoming aware of same.

Prohibited and Criminal Activities:

a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs

Prompt Payment Act/Payment by Federal Funds: Pursuant to Chapter 218, Section VII of the Florida Statutes, Consultant/Contractor is advised that County's payment to Consultant/Contractor for its Services, or the time of payment, may be contingent upon County's receipt of federal funds or federal approval.

Publications and Signage: Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language:

"This project **RFQ 20-045 Professional Engineering Services for the Design, Post Design, Permitting, and Biddding Assistance** was prepared by [Citrus County, Florida] using Federal funds under the award **[GNTSP20FL0107]** from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council."

Remedies for Non Compliance: If Treasury determines that the Consultant/Contractor has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in the Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the Consultant/Contractor from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs other than Direct Component activities, projects, or programs, until the Consultant/Contractor has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the Consultant/Contractor's own funds for an activity that meets the requirements of the RESTORE Act. b. If Treasury determines the Consultant/Contractor has materially

violated the terms of this Award, Treasury will make no additional funds available to the Consultant/Contractor from any part of the Trust Fund until the recipient corrects the violation.

Revised ADA Standards for Accessible Design for Construction Awards: The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

Right to Inventions Under Federal Grants. If applicable, County and its Consultant/Contractors shall comply with the requirements of 37 C.F.R. 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.

Safeguarding Personal Identifiable Information: Consultant/Contractors and subconsultants will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

Scrutinized Companies: Consultant/Contractor agrees to observe the requirements of Section 287.135, Florida Statute, for applicable contracts entered into for the performance of work under the Agreement.

Special Conditions: In accordance with 2 C.F.R. 200.205 and 200.207, the Consortium may impose certain special award conditions on Subrecipient where warranted. Consultant/Contractor shall comply with all special conditions applicable to the Agreement

Sub-Awards (31 C.F.R. Part 34, 2 C.F.R. Part 200, and 2 C.F.R. 200.302): the RESTORE Council's Financial Assistance Standard Terms and Conditions, and the Consortium's Subrecipient Policy. All Consultant/Contractors/ Contractors/Subcontractors under this Agreement shall be subject to the same performance, financial, and reporting requirements as the County.

Unauthorized Employment: The employment of unauthorized aliens by a Consultant/Contractor/ subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Consultant/Contractor/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Consultant/Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.